



**MANGALURU SMART CITY LIMITED (MSCL)  
Bidding Process**

**for**

**Redevelopment of Central Market & Fish Market  
in Mangaluru, Karnataka**

**on**

**Design, Build, Finance, Operate and Transfer (DBFOT) Basis  
through Public Private Partnership (PPP)**

**Request for Qualification cum Proposal  
Tender No (Online): PPP/07/MSCL/2020-2021  
Issued on 26/05/2020**

**Issued by**

**MD  
Mangaluru Smart City Limited (MSCL)  
MCC Office, MG Road, Lal Bagh  
MANGALURU - 575003.  
Dakshina Kannada District, Karnataka.  
TEL: 0824-2986321  
E-MAIL: smartcitymangaluru@gmail.com  
WEB: www.mangalorecity.mrc.gov.in**

## Contents

1. INTRODUCTION .....	8
2. INSTRUCTIONS TO BIDDERS .....	17
3. ELIGIBILITY OF BIDDERS .....	35
4. EVALUATION OF BID.....	43
5. FRAUD AND CORRUPT PRACTICES.....	49
6. MISCELLANEOUS .....	51
APPENDIX I - TECHNICAL PROPOSAL LETTER.....	52
Annex-I - Details of Bidder .....	56
Annex-II – Technical capacity of the bidder.....	59
Annex-III - Financial Capacity of the Bidder .....	62
Annex-IV - Details of Eligible Projects.....	64
Annex-V - Statement of Legal Capacity.....	69
APPENDIX-II - POWER OF ATTORNEY FOR SIGNING OF BID.....	70
APPENDIX-III - POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM.....	72
APPENDIX-IV JOINT BIDDING AGREEMENT .....	74
APPENDIX-V GUIDELINES OF THE DEPARTMENT OF DISINVESTMENT .....	79
APPENDIX-VI AFFIDAVIT .....	81
APPENDIX-VII INSTRUCTIONS.....	82
APPENDIX-VIII -A UNDERTAKING FROM BIDDER/ MEMBER FOR CLAIMING TECHNICAL CAPACITY/ NET WORTH OF ASSOCIATE.....	83
APPENDIX VIII-B CONSENT LETTER BY O&M OPERATOR .....	85
APPENDIX IX - UNDERTAKING FROM ASSOCIATE.....	86
APPENDIX X-BANK GUARANTEE FOR BID SECURITY .....	88
APPENDIX XI- WORK PLAN & METHODOLOGY .....	92
APPENDIX XII- FINANCIAL BID FORM .....	93
APPENDIX XIII - PROJECT OVERVIEW .....	96
APPENDIX XIV- FINANCIAL OBLIGATIONS .....	98

## Disclaimer

The process as decided:

The prospective bidders will offer their conceptual plan as per their requirements but will share their plan of the portion of the facility that will be given to the MCC during the pre-bid meeting. The Selection committee will examine the proposals and will accept or suggest changes which shall be incorporated by the prospective bidder in his scheme which they will share during the selection round which will be assessed by the committee and allotted marks which will count for the final selection/rejection.

The information contained in this **Request for Qualification cum Proposal** document (the “**RFQ cum RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the MSCL or any of its employees or advisors, is provided to Bid-der(s) on the terms and conditions set out in this RFQ cum RFP and such other terms and conditions subject to which such information is provided.

This RFQ cum RFP is not an agreement and is neither an offer nor invitation by the MSCL to the prospective Bidders or any other person. The purpose of this RFQ cum RFP is to provide interested parties with information that may be useful to them in the formulation of their bids for qualification pursuant to this RFQ cum RFP (the “**Bid**”). This RFQ cum RFP includes statements, which reflect various assumptions and assessments arrived at by the MSCL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFQ cum RFP may not be appropriate for all persons, and it is not possible for the MSCL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ cum RFP. The assumptions, assessments, statements and information contained in this RFQ cum RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ cum RFP and obtain independent advice from appropriate sources.

Information provided in this RFQ cum RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The MSCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The MSCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ cum RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ cum RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ cum RFP or arising in any way with pre-qualification of Bidders for participation in the Bidding Process.

The MSCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFQ cum RFP.

The MSCL may, in its absolute discretion but without being under any obligation to do so, up-date, amend or supplement the information, assessment or assumptions contained in this RFQ cum RFP.

The issue of this RFQ cum RFP does not imply that the MSCL is bound to select the prequalified Bidders at RFQ cum RFP stage to appoint the Successful Bidder (Concessionaire), for the Project and the MSCL reserves the right to reject all or any of the Bids or Tenders without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the MSCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the MSCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the bid , regardless of the conduct or outcome of the Bidding Process.

## **Volume I: RFQ cum RFP**

## **Volume II: Draft Concession Agreement**

## **Volume III: Project Information Memorandum (PIM)**

<b>Annual Concession Fee</b>	shall have the same meaning as assigned to the term in clause 4.9.2
<b>Associate</b>	As defined in Clause 2.1.14
<b>Bid</b>	shall mean the Technical Bid and the Financial Bid for the Project;
<b>Bidders</b>	As defined in Clause 1.1.1
<b>Bid Due Date</b>	shall mean the Bid submission date as mentioned in the Bidding Schedule
<b>Bidding Documents</b>	As defined in Clause 1.2.4
<b>Bidding Process</b>	As defined in Clause 1.2.1
<b>BOT</b>	Build Operate and Transfer
<b>BOLT</b>	Build, Operate, Lease and Transfer
<b>BOO</b>	Build, Operate and Own
<b>Bid Security</b>	shall have the same meaning as assigned to the term in clause 2.20
<b>CAGR</b>	shall mean Compounded Annual Growth Rate at which the Annual Concession Fee shall be escalated
<b>Commercial Operation Date or COD</b>	Shall have the same meaning as assigned to the term in the Concession Agreement.
<b>Concession</b>	Shall mean the concession to be awarded to the Concessionaire pursuant to this RFQ cum RFP and in terms of the Concession Agreement.
<b>Concessionaire</b>	As defined in Clause 1.1.3
<b>Concession Agreement</b>	As defined in Clause 1.1.3
<b>Conflict of Interest</b>	As defined in Clause 2.1.14 & 3.2.1 (d)
<b>Consortium</b>	As defined in Clause 3.2.1 (a)
<b>Damages</b>	shall mean all liability for claims, losses, costs, expenses incurred/ suffered by Mangaluru Smart City Limited (MSCL) due to any breach by the Bidders/ Selected Bidder/ Concessionaire as the case may be and the same shall be payable to MSCL by the respective Bidders/Selected Bidder/Concessionaire as the case may be.
<b>DBFOT</b>	Design, Build, Finance, Operate and Transfer As defined in Clause 1.1.1
<b>Eligible Experience</b>	As defined in Clause 4.3
<b>Eligible Projects</b>	As defined in Clause 3.2.2

<b>Estimated Cost of Construction</b>	shall mean the costs mentioned in the fourth column , under clause 1.1.
<b>Experience Score</b>	As defined in Clause 4.2
<b>Financial Capacity</b>	As defined in Clause 3.2.2 (B)
<b>Financial Close</b>	Shall mean the entire debt tie-up of the Concessionaire, for undertaking the Project.
<b>Financial Bid</b>	Highest rates evolved at the end of e-tender or e-auction
<b>First Right of Refusal</b>	As defined in Clause 1.1.1
<b>Government</b>	Government of Karnataka
<b>GoK</b>	Government of Karnataka
<b>GoI</b>	Government of India
<b>Jt. Bidding Agreement</b>	As defined in Clause 3.2.6
<b>Lead Member</b>	As defined in Clause 3.2.6 (c)
<b>LOA</b>	Letter of Award shall have the same meaning as assigned to the term in Clause 4.11.5
<b>Member</b>	Member of a Consortium
<b>Central Market</b>	As defined in Appendix XIII
<b>Net Worth</b>	As defined in Clause 3.2.4 (ii)
<b>Performance Guarantee</b>	shall have the same meaning as assigned to the term in clause 2.21
<b>Performance Security</b>	Shall mean a security to be deposited by the Selected Bidder with MSCL, as per the terms and conditions of the Concession Agreement as per clause 2.20.
<b>PPP</b>	Public Private Partnership
<b>Project</b>	As defined in Clause 1.1.1
<b>Prospective Bidder</b>	As defined in Clause 1.2.8
<b>Project Cost</b>	shall mean the actual cost incurred by the Concessionaire for undertaking the Project.
<b>Project Site</b>	shall mean the site on which the Project is be developed by the Concessionaire and as more specifically mentioned in Table 1-1.
<b>Qualification</b>	As defined in Clause 1.2.1
<b>Qualification Stage</b>	As defined in Clause 1.2.1
<b>Re. or Rs. or INR</b>	shall mean the currency of India.

<b>Real Estate Development or Commercial Complex</b>	shall have the same meaning as assigned to the term in the Concession Agreement
<b>RFQ cum RFP or Request for Proposal</b>	shall mean this Request for Qualification cum Proposal, as defined in Clause 1.2.1
<b>MCC</b>	shall mean Mangaluru City Corporation
<b>SPV</b>	As defined in Clause 3.2.6
<b>MSCL</b>	shall mean Mangaluru Smart City Limited
<b>Successful Bidder</b>	shall mean the selected Bidder in terms of clause 4.10.1
<b>Tender Accepting Authority</b>	As defined in Clause 3.1.1
<b>Tenderer</b>	As defined in Clause 1.1.1
<b>Technical Capacity</b>	As defined in Clause 3.2.2 (A)
<b>Threshold Technical Capacity</b>	As defined in Clause 3.2.2 (A)



## 1. INTRODUCTION

### 1.1 Background

1.1.1 The Mangaluru Smart City Limited (MSCL) intends to redevelop and operate / maintain Central Market & Fish Market at Hampankatta, Mangaluru, Karnataka under an arrangement or agreement (the “**Project**”) through Public -Private Partnership (the “**PPP**”) on Design, Build, Finance, Operate and Transfer (the “**DBFOT**”) basis. It shall involve development of Project Facilities at the Project Site including design, financing, construction, implementation, completion, commissioning, management of the facilities, execution of works and all activities incidental thereto, and Transfer of the Project/ Project Facilities by the Successful Bidder to MSCL or its nominated agency at the end of the Concession Period of 30 years (including construction period of 36 months for Central Market and Fish Market) free of cost including the immovable assets. The Successful Bidder shall have to develop the Project up to the desired level of services as defined in Schedules to the Concession Agreement as a whole, for immediate operation as per the specifications given herein.

A brief description of the Project has been provided in “Appendix XIII & XIV”.

Brief Particulars of the project are as follows:

#### KEY FEATURES OF THE PROJECT

Sl. No.	Key information	Details															
1.	Name of the Project	<b>REDEVELOPMENT OF CENTRAL MARKET AND FISH MARKET , Mangaluru</b>															
2.	Existing Roads	Proposed 18m wide roads on the south and west sides of the plot and proposed 12m wide road on the north and east sides (Site plan showing the proposed road widening lines and the extent of plot available for development is attached herewith)															
3.	Extent of plot	<ul style="list-style-type: none"> <li>As per document – 14609.67 Sqm (361 cents)</li> <li>Extent of plot to be surrendered for road widening – 1570.64 Sqm (38.81 Cents)</li> <li>As per site condition (after surrendering the required portion for road widening) – 13039.00 Sqm (322.19 cents)</li> </ul>															
3.	Allowable FAR and Floor Area Note: Total extent of plot (before surrendering portion for road widening is considered for calculating the Floor Area)	<table border="1"> <thead> <tr> <th>Types of FAR and Floor Area</th> <th>FAR</th> <th>Floor Area (m<sup>2</sup>)</th> </tr> </thead> <tbody> <tr> <td>Permissible</td> <td>2.3</td> <td>33602.24</td> </tr> <tr> <td>Premium</td> <td>1</td> <td>14609.67</td> </tr> <tr> <td>Transferable Development Rights (TDR)</td> <td>1.38</td> <td>20161.34</td> </tr> <tr> <td><b>Total</b></td> <td><b>4.68</b></td> <td><b>68373.25</b></td> </tr> </tbody> </table>	Types of FAR and Floor Area	FAR	Floor Area (m <sup>2</sup> )	Permissible	2.3	33602.24	Premium	1	14609.67	Transferable Development Rights (TDR)	1.38	20161.34	<b>Total</b>	<b>4.68</b>	<b>68373.25</b>
Types of FAR and Floor Area	FAR	Floor Area (m <sup>2</sup> )															
Permissible	2.3	33602.24															
Premium	1	14609.67															
Transferable Development Rights (TDR)	1.38	20161.34															
<b>Total</b>	<b>4.68</b>	<b>68373.25</b>															

4	<p>Proposed Built Up Area</p> <p>Note:</p> <ol style="list-style-type: none"> <li>5% is added to the Total Floor area for considering the Builtup area (BUA) in this document.</li> <li>The Builtup area offered to MCC is the total Plinth area including all services within the area provided to MCC.</li> <li>Builtup area for the Concessionaire is the total leasable area</li> <li>The concessionaire is allowed to utilise the TDR generated from the portion of the plot surrendered for road widening, without any additional cost</li> <li>Only permissible FAR and TDR generated from the portion of the plot surrendered for road widening is considered for the BUA in the Concept Plan attached to the tender document.</li> </ol>	<b>PROPOSED BUILT UP AREA (BUA), EXCLUDING CARPARKING AREA IN BASEMENT FLOORS:</b>																										
	<table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Particulars</th> <th>Approx. BUA (Sqm)</th> </tr> </thead> <tbody> <tr> <td>A.</td> <td>Market portion including the required services exclusively of the markets such as staircases, ramps, loading unloading areas, lifts, toilets, change rooms, cold storages, market office, etc. (to be surrendered to MCC)</td> <td style="text-align: right;"><b>15000</b></td> </tr> <tr> <td>B.</td> <td>Commercial portion including the required common services for the building such as staircase, ramps, loading unloading areas, lifts, toilets, electrical rooms, electrical substation / transformer, generator room, maintenance stores &amp; management office, housekeeping &amp; security etc. (for the use of use of concessionaire).</td> <td style="text-align: right;"><b>28000</b></td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>Total Builtup Area</b></td> <td style="text-align: right;"><b>43000</b></td> </tr> </tbody> </table>	Sl. No.	Particulars	Approx. BUA (Sqm)	A.	Market portion including the required services exclusively of the markets such as staircases, ramps, loading unloading areas, lifts, toilets, change rooms, cold storages, market office, etc. (to be surrendered to MCC)	<b>15000</b>	B.	Commercial portion including the required common services for the building such as staircase, ramps, loading unloading areas, lifts, toilets, electrical rooms, electrical substation / transformer, generator room, maintenance stores & management office, housekeeping & security etc. (for the use of use of concessionaire).	<b>28000</b>	<b>Total Builtup Area</b>		<b>43000</b>															
	Sl. No.	Particulars	Approx. BUA (Sqm)																									
	A.	Market portion including the required services exclusively of the markets such as staircases, ramps, loading unloading areas, lifts, toilets, change rooms, cold storages, market office, etc. (to be surrendered to MCC)	<b>15000</b>																									
	B.	Commercial portion including the required common services for the building such as staircase, ramps, loading unloading areas, lifts, toilets, electrical rooms, electrical substation / transformer, generator room, maintenance stores & management office, housekeeping & security etc. (for the use of use of concessionaire).	<b>28000</b>																									
	<b>Total Builtup Area</b>		<b>43000</b>																									
	<p><b>A. MARKET BUILDING (To MCC)</b></p> <table border="1"> <thead> <tr> <th>Floors</th> <th>BUA in Sqm</th> <th>Functions / Activities</th> </tr> </thead> <tbody> <tr> <td>Basement Floor</td> <td>1000</td> <td>Utilities / Services</td> </tr> <tr> <td>Lower ground</td> <td>7000</td> <td>Meat Shops, Fresh Fish stalls + Dry Fish Stalls + Egg stalls + General stalls</td> </tr> <tr> <td>Upper ground</td> <td>7000</td> <td>Vegetable stalls, Fruit Stalls, vegetable daily vendors</td> </tr> <tr> <td><b>Total Area</b></td> <td><b>15000</b></td> <td></td> </tr> </tbody> </table>			Floors	BUA in Sqm	Functions / Activities	Basement Floor	1000	Utilities / Services	Lower ground	7000	Meat Shops, Fresh Fish stalls + Dry Fish Stalls + Egg stalls + General stalls	Upper ground	7000	Vegetable stalls, Fruit Stalls, vegetable daily vendors	<b>Total Area</b>	<b>15000</b>											
	Floors	BUA in Sqm	Functions / Activities																									
	Basement Floor	1000	Utilities / Services																									
	Lower ground	7000	Meat Shops, Fresh Fish stalls + Dry Fish Stalls + Egg stalls + General stalls																									
Upper ground	7000	Vegetable stalls, Fruit Stalls, vegetable daily vendors																										
<b>Total Area</b>	<b>15000</b>																											
<p><b>B. COMMERCIAL BUILDING (For Concessionaire)</b></p> <table border="1"> <thead> <tr> <th>Floors</th> <th>BUA in Sqm</th> <th>Function</th> </tr> </thead> <tbody> <tr> <td>Lower ground</td> <td>2500</td> <td>Retail</td> </tr> <tr> <td>Upper ground</td> <td>3500</td> <td>Retail</td> </tr> <tr> <td>Mezzanine</td> <td>3500</td> <td>Retail</td> </tr> <tr> <td>1st</td> <td>6500</td> <td>Retail / Wholesale</td> </tr> <tr> <td>2nd</td> <td>6000</td> <td>Wholesale</td> </tr> <tr> <td>3rd</td> <td>6000</td> <td>Wholesale / Office</td> </tr> <tr> <td><b>Total Area</b></td> <td><b>14785</b></td> <td></td> </tr> </tbody> </table>			Floors	BUA in Sqm	Function	Lower ground	2500	Retail	Upper ground	3500	Retail	Mezzanine	3500	Retail	1st	6500	Retail / Wholesale	2nd	6000	Wholesale	3rd	6000	Wholesale / Office	<b>Total Area</b>	<b>14785</b>			
Floors	BUA in Sqm	Function																										
Lower ground	2500	Retail																										
Upper ground	3500	Retail																										
Mezzanine	3500	Retail																										
1st	6500	Retail / Wholesale																										
2nd	6000	Wholesale																										
3rd	6000	Wholesale / Office																										
<b>Total Area</b>	<b>14785</b>																											
<p><b>C. BASEMENT</b></p> <table border="1"> <tr> <td style="width: 70%;">Total Parking spaces and services / utilities in two basement floors</td> <td style="width: 30%;">Upper basement - 9000 Sqm Lower basement – 10000 Sqm</td> </tr> </table>			Total Parking spaces and services / utilities in two basement floors	Upper basement - 9000 Sqm Lower basement – 10000 Sqm																								
Total Parking spaces and services / utilities in two basement floors	Upper basement - 9000 Sqm Lower basement – 10000 Sqm																											
<p><b>Car Parking Proposed:</b></p> <table border="1"> <tr> <td style="width: 60%;">Car Parking requirement*</td> <td style="width: 15%;">550</td> <td style="width: 25%;">Nos.</td> </tr> </table>			Car Parking requirement*	550	Nos.																							
Car Parking requirement*	550	Nos.																										

		Two Wheeler Parking **	25% of the area used for 4 wheeler parking
		<p>It may be noted that the figures arrived are only indicators which are derived from the Concept Plan developed for feasibility studies and the concept plan as well as the scheme are indicative. The concessionaire is expected to develop his own scheme without sacrificing the overall philosophy of design as well as minimum requirements of MCC as indicated in the Concept Plan.</p>	
5.	Design Brief	<p>The Design brief evolved based on MSCL requirement, site analysis is summarized below:</p> <p><b>PROPOSED PROJECT COMPONENTS</b> The project requirements entails development of 2 distinct components</p> <ol style="list-style-type: none"> <li>1. Market Development</li> <li>2. Retail / Shopping Centre and Office space</li> </ol> <p><b>A) Market Development:</b></p> <ul style="list-style-type: none"> <li>▪ Vegetable and Fruit Market –132 shops and 347 stalls Daily vendor space – 100 nos.</li> <li>▪ Meat Market 30 stalls</li> <li>▪ Fish Market –200 fresh fish stalls and 79 dry fish stalls</li> <li>▪ General stalls including Tea stalls and canteen– 150 nos.</li> <li>▪ Utilities / services including cold storage, mechanical ventilation, loading &amp; unloading area, change and rest rooms for market vendors and market office etc.</li> </ul> <p><b>B) Retail and Commercial Development:</b></p> <ul style="list-style-type: none"> <li>▪ Retail / Shopping Space</li> <li>▪ Commercial Offices/Recreation/Hotel</li> </ul> <p><b>Common Service Areas:</b> Lifts, Public Utility (Toilets, Drinking Water Chambers etc.), Store Rooms, Service Utilities like HVAC room, Generator room etc., Space for Loading-Unloading activities, Bio-digester plant, smart parking, Roof top solar, STP, centralized AC, Cold storage</p>	
6.	Project Estimated Cost	INR 114.04 Crore	
7.	Concession Format	Design – Build – Finance- Operate - Transfer(D.B.F.O.T.) Basis	
8.	Construction Period for Project	36 (Thirty Six) months	
9.	Components	Minimum financial offer of Rs 70 lacs/annum (increased 5% every year from 4 <sup>th</sup> year till 30 <sup>th</sup> year) for MCC	
10	Proposed Revenue for MCC from Market /Fish Redevelopment	The tenants of the market stalls will continue to pay to MCC at the rates decided by MCC as per UDD guidelines.	
11.	Common Area Maintenance Charges (CAM) to be paid by the tenants to the Concessionaire	<p>The CAM charges payable by the tenants of the Market stalls (which are handed over to MCC) shall not be more than the rate agreed by MCC. Tentatively it shall be fixed @ Rs.5.00 / Sft of the carpet area of each stall for the first year of operation which shall be increased by 5% annually.</p> <p>The CAM charges payable by the tenants of the shops / offices available with the Concessionaire shall be as decided by the Concessionaire.</p>	

12.	Concession Period	30 years (including construction period of 36 months) further extendable by another 30 years at the end of the first term on a First Right of Refusal Basis.
13	Expectation from the PPP Consortium	<ul style="list-style-type: none"> <li>• 15000 Sqm BUA of Market space in Central Market complex to be handed over to MCC within 24 months from the date of concession agreement.</li> <li>• Deposits as mentioned in the Tender Document</li> <li>• Minimum Annual Concession Fees for the first year, payable from 4<sup>th</sup> year, will be Rs.70,00,000.00 with an annual escalation at CAGR of 5%.</li> <li>• Success Fee of Rs. 1.5 Cr. payable to MSCL.</li> <li>• O &amp; M for the Market Area on a fee chargeable on lease/rentals.</li> <li>• Parking with well managed Parking Management Systems.</li> </ul>
14	Roles	<ul style="list-style-type: none"> <li>• MCC – Land Owners and the Consignee</li> <li>• MSCL – Facilitator also appoints the Nodal Officer.</li> </ul>
16	Market Specifications	<ul style="list-style-type: none"> <li>• RCC framed structure with RCC Slab and finishes, to match high-décor to go with overall sense of the project being promoted as iconic markets.</li> <li>• MCC has already modernized old markets like Bejai Market and the specifications and finishes for the Market area should be at par or above the finishes used for Markets modernized by the MCC. The dimensions and GA of Meat and Fish Stalls shall be on the same lines or higher. The sizes of these stalls and design of the modules of different types of market stalls are appended to the tender documents, which may be improved, if required, while designing the market. The list of standard specifications for the construction of the market areas are also appended to the tender documents.</li> </ul>
17	Inclusion of distancing norms or placement of Meat Stalls	<ul style="list-style-type: none"> <li>• The Concessionaire should take care of sensibilities of the market user while designing the market giving particular emphasis on complete separation of Vegetable and Fruits Market from the Meat and Fish Market. There shall also be clear isolation of both the Beef and the Pork Stalls from the general Meat Market (i.e. customers shall not be required to pass through the beef and pork market stall corridors for shopping in other market stalls) respecting the sensibilities of the Market Users</li> </ul>
18	Concession Period	<ul style="list-style-type: none"> <li>• 30 years (3 years Construction &amp; 27 years Operation) starting from the date of signing of Concession Agreement which shall be further extendable by another 30 years at the end of the first term on a First Right of Refusal Basis. At the end of the Concession Period, the land as well as immovable structures and fixtures created by the developer would revert to Mangaluru Smart City Limited (MSCL) or its nominated agency free of cost and free of all encumbrances.</li> </ul>
19	First Right of Refusal	<ul style="list-style-type: none"> <li>• First Right of Refusal shall mean the Concessionaire shall have a right to match the financial bid of the Successful Bidder under the Competitive Bidding Process after the expiry of the initial term of the Concession Period, subject to the satisfactory completion of the first term as per the terms and conditions of the Concession Agreement, under which, the Concessionaire shall selected. Have a right to undertake the Project for an additional period of 30 years as provided in the Concession Agreement.</li> </ul>

- 1.1.2 The PMC company engaged in Smart city development works is the Consultant to MSCL for the Project development.
- 1.1.3 The Successful Bidder, shall furnish an undertaking to the effect that it shall incorporate SPV in the form of Company registered under Companies Act 2013, within 45 days after issue of LOA, prior to execution of the Concession Agreement (the “Concessionaire”) and such company shall be responsible for designing, engineering, financing, procurement, construction, management operation, maintenance and transfer of the Project (Central market and commercial Complex) under and in accordance with the provisions of the Concession Agreement (the “Concession Agreement”) to be entered into between the Concessionaire and the MSCL in the form provided by the MSCL (being provided as Volume II). The Scope of Work (“SOW”) will broadly include Design, Build, Finance, Operate and Transfer (“DBFOT”) of the Project. The construction of the Project shall have to be compliant to the governing bye laws, zoning regulations of Mangaluru Urban Development Authority (MUDA) / Building Byelaws of Mangaluru City Corporation (MCC) and related statutory provisions and regulations applicable for similar projects.

The Concessionaire / Developer shall be permitted to utilise the permissible FAR and the TDR generated from surrendering the portion of the plot for road widening, free of cost, for the development of the Project. However, the Concessionaire / Developer may utilise the Premium FAR and / or TDR, if required, by paying the required charges to MCC and / or to any DR / TDR holder.

- 1.1.4 The Successful Bidder has to redevelop the project within a period of 36 months including monsoon from the date of signing of Concession Agreement.
- 1.1.5 With regards to the Project Site, the land ownership will remain with MCC and the land will be leased to the Successful Bidder for a period of 30 years (+ additional 30 years if First Right of Refusal is exercised by the Successful Bidder after the expiry of initial concession period) from the date of signing of the Concession Agreement, except for the Market portion of the Project, which shall be handed over to MCC after 24 months from the date of signing the Concession Agreement. After the Concession Period (including the extended period as mentioned above, if applicable) is over, the Project (other than the market portion of the Project), all on site facilities, infrastructure, all equipment erected or installed as part of the Project as well as the land comprising the Project Site shall stand transferred to MCC or its nominated agency, free from all encumbrances and in accordance with Good Industry Practices (“Concession”). For avoidance of doubt, Successful Bidder shall execute separate deed for transfer of the market portion as well as the remaining portion of the Project after 24 months from the date of signing the Concession Agreement and after completion of the Concession Period, respectively, or its earlier termination by MSCL.
- 1.1.6 The statements and explanations contained in this RFQ cum RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFQ cum RFP and should not be construed or interpreted as limiting in any way or manner the Scope of work (SoW) and obligations of the Concessionaire set forth in the Concession Agreement or the MSCL’ s rights to amend, alter, change, supplement or

clarify the SoW, the Concession to be awarded pursuant to this RFQ cum RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFQ cum RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by MSCL.

- 1.1.7 The MSCL shall receive Bids pursuant to this RFQ cum RFP in accordance with the terms set forth in this RFQ cum RFP and other documents to be provided by the MSCL pursuant to this RFQ cum RFP (collectively the "Bidding Documents"), as modified, altered, amended and clarified from time to time by the MSCL, and all Bids shall be prepared and submitted in accordance with such terms.

## 1.2 Brief Description of Bidding Process

- 1.2.1 The MSCL has adopted a single Stage bidding process (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Project. The selection process involves technical qualification of interested Bidders / Consortium in accordance with the provisions of the RFQ cum RFP document. The MSCL shall open the financial bids of the technically qualified Bidders only.

The Applicant shall pay a non-refundable sum of Rs. \_\_\_\_\_ & applicable GST %, as the cost of the RFQ cum RFP documents. The remittance shall be made in the form, as specified in the tender notice in the Karnataka e-procurement website <https://eproc.karnataka.gov.in>, in favor of “**Mangaluru Smart City Limited**, payable at Mangaluru”. The RFQ cum RFP Document can be downloaded from the website of Karnataka e procurement <https://eproc.karnataka.gov.in>.

- 1.2.2 The details of the Bid submission are mentioned in the Clause 2.11 – Sealing and Marking of Bids.
- 1.2.3 The Bid shall be valid for a period of not less than 120 days from the date of opening of Financial Bid.
- 1.2.4 The Bidding Documents include the Request for Qualification cum Proposal (RFQ cum RFP) as Volume I, the Draft Concession Agreement for the Project as Volume II & Project Information Memorandum Volume III. Subject to the provisions of Clause 2.8 & 2.9, any Corrigendum or Addenda issued subsequent to this RFQ cum RFP Document and/or the Concession Agreement, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- 1.2.5 In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a Bid Security equivalent to about 0.75% of the Estimated Project Cost (i.e; Rupees Eighty five lakhs and fifty thousand only) (the "Bid Security") in accordance with the clause 2.1.7
- 1.2.6 The Successful Bidder shall be the Bidder being selected through the process described in Section 3. The remaining Bidders shall be kept in reserve and may in

accordance with the process specified in Section 3 of this RFQ cum RFP, be considered in case such successful Bidder withdraws or is not selected for any reason.

- 1.2.7 The tender who offers the highest annual concession fees (NPV of 30 years @12% discount rate) shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Tender submitted by the Prospective Tenderer in case such Prospective Tenderer withdraws or is not selected for any reason. In the event that none of the other Bidders match the Tender of the Prospective Bidder, the MSCL may, in its discretion, invite fresh Tenders from the remaining Bidders or annul the Bidding Process, as the case may be.
- 1.2.8 The Concession Period will be 30 years (27 years + 3 years construction). The highest total of annual concession fees (NPV of 30 years @12% discount rate) shall constitute the sole criterion for selection of the technically qualified Bidder. The Project shall be awarded to the Bidder quoting the highest annual concession fee.
- 1.2.9 Bidders are invited to examine the Project in greater detail and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation of the Project.
- 1.2.10 The Concessionaire will be entitled to build, develop, maintain and transfer the Project in accordance with the terms and conditions of the draft for Concession Agreement.
- 1.2.11 Any queries or request for additional information concerning this RFQ cum RFP shall be submitted in writing by fax or e-mail to the officer designated in Clause 2.8. No query violating the Bidding Schedule will be responded to or entertained.

### 1.3 Schedule of Bidding Process

The MSCL shall endeavor to adhere to the following schedule:

**TABLE 1-2: –SCHEDULE OF BIDDING PROCESS**

Sr. No.	Event Description	Estimated Date
1	Download of RFQ cum RFP Documents from website	<p>From 26/05/2020 to 26/06/2020 up to 17:00Hrs.</p> <p>Bidders shall have to post their queries On E-Mail address <a href="mailto:smartcitymangaluru@gmail.com">smartcitymangaluru@gmail.com</a> on or before <b>Date 04/06/2020</b> up to <b>17:00 Hrs.</b></p>
2	Pre-Bid Conference/e-conference	<p><b>Pre-Bid Conference will be held on notified dates in one or more sessions on date or dates as notified</b></p>

		<b>05/06/2020 @ 11.00 Hrs.</b>
3	Submission of Online Bid Due Date and Time (Submission of Technical Proposal Form and Financial Bid)	<b>26/06/2020 up to 17:30 Hrs.</b>
4	Submission of RFQ cum RFP Document fees, Bid Security and Other documents as per RFQ cum RFP in Hard Copy Due Date and Time	<b>Up to 29/06/2020 up to 17:30 Hrs.</b>
5	E- Auction	Will be intimated to the Qualified bidders via email/ telephonic voice call

In case a date happens to be a Public Holiday of GoK, the next working day will be the applicable date for the proposed event.

#### 1.4 Pre-Bid Conference/E-Conference

1.4.1 One or more Pre-bid conference/e- conference of the interested parties shall be convened at the designated date, time and place (Office of MSCL in Mangaluru). The payment of tender cost should be as per the procedure detailed in the tender notice in the <https://eproc.karnataka.gov.in>.

1.4.2 During Pre-Bid conference/E-conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the MSCL. The MSCL shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparency in tender.

1.4.3 A Pre-Bid Conference/E-conference of the interested parties shall be convened at the date and time below,

- **Pre-Bid Conference date: 05/06/2020 Time up to 11:00 Hrs.**
- **Pre-Bid Queries last date: 04/06/2020 Time up to 17:30 Hrs.**
- Email Id: [smartcitymangaluru@gmail.com](mailto:smartcitymangaluru@gmail.com), [eesmartcitymangaluru@gmail.com](mailto:eesmartcitymangaluru@gmail.com)

1.4.4 In case of any clarification, the person to be contacted is as under:

ATTN. OF	Mr. Chandrakant
DESIGNATION	Executive Engineer
ADDRESS	Mangaluru Smart City Limited, MCC Office, MG Road, Lalbagh, Mangaluru 575 003
Phone No.	<b>+91 0824-2986321</b>
Email id:	<a href="mailto:smartcitymangaluru@gmail.com">smartcitymangaluru@gmail.com</a> , <a href="mailto:eesmartcitymangaluru@gmail.com">eesmartcitymangaluru@gmail.com</a>



Queries, if any, shall be addressed to the Authority (at above address). For any other information contact -

**Project Management Consultant**

M/s. Wadia Techno Engineering Services Ltd., Louis Berger Group & Consortium

Email: [wte2292@wadiaengg.com](mailto:wte2292@wadiaengg.com)

## 2. INSTRUCTIONS TO BIDDERS

### A. General

#### 2.1 General Terms of Bidding

- 2.1.1 A Bidder is eligible to submit only one Bid for the Project as per the formats given in APPENDIX I to XII. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, at the RFQ cum RFP stage.
- 2.1.2 Unless the context otherwise requires, the terms not defined in this RFQ cum RFP, but de-defined in the Request for Qualification cum Request for Proposal document for the Project (the “RFQ cum RFP”) shall have the meaning assigned thereto in the RFQ cum RFP.
- 2.1.3 This RFQ cum RFP is being provided only as preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination before submitting their Bids. Nothing contained in the RFQ cum RFP shall be binding on the MSCL nor confer any right on the Bidders, the MSCL, Consultants, Agencies, employees shall have no liability whatsoever in relation to or arising out of any or all contents of the RFQ cum RFP.
- 2.1.4 Not with standing anything to the contrary contained in this RFQ cum RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect, provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.5 The financial Bid should be furnished in the format at Appendix–XII, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder’s authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. The Technical proposal shall be submitted in the format at Appendix-I to XI.
- 2.1.6 The Bidder shall deposit a Bid Security of 0.75% of estimated cost (i.e; Rupees Eighty five lakhs and fifty thousand only) in accordance with the provisions of this RFQ cum RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix–X.
- 2.1.7 The validity period of the Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days and may be extended as may be mutually agreed between the Authority and the Bidder. Where a Demand draft is provided, its validity shall not be less than 180 (one eighty) days from the Bid Due Date, for the purposes of encashment by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 60 (sixty) days from the Bid Due Date

except in the case of the Successful Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement.

- 2.1.8 The Bidder should submit a Power of Attorney as per the format at Appendix–II, authorizing the signatory of the Bid to commit the Bidder.
- 2.1.9 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favor of the Lead Member in the format at Appendix–III.
- 2.1.10 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.11 The Bid and all communications in relation to or concerning the RFQ cum RFP shall be in English language. Any printed literature furnished by the Bidder written in another language must be accompanied by its translation in the English language duly authenticated by the Bidder, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 2.1.12 The Bidding Documents including this RFQ cum RFP and all attached documents are and shall remain the property of the MSCL and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The MSCL will not return any Bid or any in-formation provided along therewith.
- 2.1.13 A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.1.14, indirect shareholding held through one or

- more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
  - (iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
  - (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
  - (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other; or
  - (vi) Such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.14, shall include each Member of such Consortium.

For purposes of this RFQ cum RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such

Bidder/ Consortium Member (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

- 2.1.14 MSCL, its employee and advisors would treat the bids and supporting information submit-ted by the bidders in a reciprocating confidentiality and would use it for the purpose of this bidding process alone. However, if the information / document submitted by the bidder is needed to be re-produced under any statutory provision, such as Right to Information or litigations, MSCL would do so, with an information to the Bidder and any expenses related to the same would be charged to the bidder.
- 2.1.15 This RFQ cum RFP is not transferable.
- 2.1.16 Any award of Concession pursuant to this RFQ cum RFP shall be subject to the terms of Bidding Documents.

## **2.2 Conditions pertinent to Consortium Bidder**

- 2.2.1 In case the Bidder is a Consortium, all the Members shall be jointly and severally responsible for the execution of the Project in accordance with the terms of the Concession Agreement.
- 2.2.2 In case the Successful Bidder is a Consortium, change in the Lead Member shall not be al-owed under any circumstances during the Bidding Process & the entire period of Concession.
- 2.2.3 In case the Bidder is a Consortium, its Lead Member shall not be allowed to reduce its Equity contribution in the Project till 5 years from the Commercial Operation date. However, at all times the Equity contribution of the Lead Member shall not be less than 26% over the entire Concession Period.
- 2.2.4 No change in the composition of the Consortium shall be allowed between the Bidding Process and the execution of the Concession Agreement and thereafter shall be as per the terms and conditions specified in the Concession Agreement.

## **2.3 Change in Ownership**

- 2.3.1 By submitting the Bid, the Bidder shall be deemed to have acknowledged that it was pre-qualified and short-listed on the basis of its Technical Capacity and Financial Capacity and in case of a Consortium, the Technical Capacity and Financial Capacity of its Members. In case of a Consortium, Member with the highest equity stake in the Consortium, subject to a minimum of 26% shall be the nominated as the Lead Member to act on behalf of the others as their representative for bidding and implementation of the Project and all the other members of the consortium shall have to hold at least 26% equity for a period of 5 (five) years from the commercial operation date (COD) of the project, in accordance with the provisions of the Concession Agreement. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such there-under. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.

- 2.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFQ, the Bidder shall inform the MSCL forthwith along with all relevant particulars about the same and the MSCL may, in its sole discretion, disqualify the Bidder or withdraw the Letter of Award (“LOA”) from the successful Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach thereof, and the Concession Agreement shall be liable to be terminated without the MSCL being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the MSCL shall forfeit and appropriate the Performance Security and the Performance Guarantee, as mutually agreed genuine pre-estimated compensation and Damages payable to the MSCL for, inter alia, time, cost and effort of the MSCL, without prejudice to any other right or remedy that may be available to the MSCL hereunder or otherwise.
- 2.3.3 Bidder shall undertake that it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3 of the concession agreement and that they {Prospective Tenderer/ Consortium Members}, together with {its/ their} Associates, hold not less than 51% (fifty-one percent) of the subscribed and paid up equity of the SPV for the term of the concession in case of award of contract; and that each of the members of the Consortium whose technical and financial capacity shall be evaluated for the purposes of pre-qualification and short-listing in response to the Request for Qualification, shall hold at least 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement; during the construction period and five years thereafter.
- 2.3.4 **“Change in Ownership“ of the bidder** shall be effected if a transfer of the direct and/or in-direct legal or beneficial ownership of any shares, or securities convertible into shares, that causes the aggregate holding of the {Successful Bidder/ Consortium Members}, together with {its/their} Associates, in the total Equity to decline below (i) 51% (fifty one per cent) thereof for not less than 5 (years) following the COD and ,(ii) 26% (twenty six per cent) thereof, during the remaining Concession Period; provided that any material variation (as compared to the representations made by the Bidder / Concessionaire during the bidding process for the purposes of meeting the minimum conditions of eligibility or for evaluation of its application or Bid, as the case may be,) in the proportion of the equity holding of {the Successful Bidder/ any Consortium Member} to the total Equity, if it occurs prior to COD, shall constitute Change in Ownership;

## 2.4 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The MSCL will not be

responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

## **2.5 Site visit and verification of information**

2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, site shop surveys, requirements, future demand need, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
- (f) acknowledged that it does not have a Conflict of Interest; and
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ cum RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

## **2.6 Verification and Disqualification**

The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ cum RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.6.1 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) The Bidder does not provide, within the time specified by the Authority, then supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified /rejected. If such disqualification/ rejection occur after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:

- (i) invite the remaining Bidders to submit their Bids in accordance with Clauses 4.12.3 and 4.12.4; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.6.2 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Successful Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ cum RFP, be liable to be terminated, by a communication in writing by the Authority to the Successful Bid-der or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Successful Bidder or Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.



## **2.7 RFQ cum RFP Documents**

### **2.7.1 RFQ cum RFP Documents shall comprise of three volumes:**

Request for Qualification cum Proposal: Volume-I

Draft Concession Agreement: Volume- II

Performance Information Memorandum: Volume – III

2.7.2 This RFQ cum RFP comprises the Notice Inviting RFQ cum RFP Proposal, Disclaimer, Glossary set forth herein above and following Chapters and Appendices.

### **CHAPTERS**

- i. Introduction
- ii. Instructions to Bidders.
- iii. Eligibility of Bidders
- iv. Evaluation of Bids
- v. Fraud and Corrupt Practices
- vi. Miscellaneous

### **Appendices**

- I. Technical proposal Letter
- II. Power of Attorney for signing of Bid
- III. Power of Attorney for Lead Member of Consortium
- IV. Joint Bidding Agreement for Consortium
- V. Guidelines of the Department of Disinvestment
- VI. Affidavit
- VII. VII. Instructions
- VIII. Undertaking from Bidder/ Member for claiming Technical Capacity/ Net worth of Associate
- IX. Consent letter by O & M operator
- X. Undertaking from Associate
- XI. Bank Guarantee for Bid Security
- XII. Work Plan & Methodology
- XIII. Financial Bid
- XIV. Project Overview
- XV. Financial Obligations

2.7.3 In addition, it would also include any Addenda issued in accordance with Clause 2.9.

## **2.8 Clarifications**

2.8.1 Bidders requiring any clarification on the RFQ cum RFP may notify the MSCL by e-mail in accordance with Clause 2.8. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. MSCL shall endeavor to respond to the queries within the period specified therein, but no later than 7 (seven) days prior to the Bid Due Date. All the clarifications will be published online on the website <https://eproc.karnataka.gov.in>.

The queries must be submitted in the following format only:

<b>Request for Clarification</b>			
<b>Name and Address of the Organization submitting query</b>		<b>Name and Position of Person submitting query</b>	<b>Contact Details of the Organization / Authorized Representative</b>
			Tel:
			Mobile :
			Fax:
			Email:
<b>Sr. No</b>	<b>RFQ Reference(s) (Section, Page)</b>	<b>Content of RFQ requiring clarification</b>	<b>Points of clarification required</b>

The MSCL shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the MSCL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the MSCL to respond to any question or to provide any clarification.

- 2.8.2 The MSCL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the MSCL shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by MSCL or its employees or representatives shall not in any way or manner be binding on the MSCL.

## **2.9 Amendment of RFQ cum RFP**

- 2.9.1 At any time prior to the deadline for submission of Bids, the MSCL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFQ cum RFP by the issuance of addendum or a corrigendum.
- 2.9.2 An addendum or a corrigendum thus issued will be a part of the RFQ cum RFP and shall be published online on the website <https://eproc.karnataka.gov.in>. Authority will assume no responsibility for receipt of the Addendum and Corrigendum.

2.9.3 In order to accord the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the MSCL may, at its own discretion, extend the Bid Due Date.

#### 2.9.4 **Proprietary Data**

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

### **B. Preparation and Submission of Bids**

#### **2.10 Language, Format and Signing of Bid**

2.10.1 The Bid, as well as all correspondence and documents relating to the Bid, exchanged between MSCL and the Bidder shall be written in English Language. Any printed literature furnished by the Bidder written in another language must be accompanied by a translation in the English Language duly authenticated by the Bidder, in which case, for purposes of interpretation of the Bid, the translation shall govern.

2.10.2 The Bidder shall provide all the information sought under this RFQ cum RFP. The MSCL will evaluate only those Bids that are received online in the required formats and complete in all respects.

2.10.3 Financial Bids of only those bidders who are shortlisted on the basis of their Technical proposal as qualified Bidders at RFQ cum RFP Qualification Stage as per Clause No. 4.5, shall be opened.

2.10.4 The Financial bid is to be submitted **online only** as per the format given in **APPENDIX XII**.

2.10.5 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder having a General Power of Attorney issued by a Resolution passed by the Board of Directors of the Bidder or Lead Member (in case of Consortium) and duly authenticated by affixing a Common Seal who shall also initial each page in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

2.10.6 Bidders shall furnish the required information in their Bid in the enclosed formats only. Any deviations with respect to this may make their Bid liable for rejection

The Bid shall contain:

- (i) Application in the prescribed format (Appendix-I) along with Annexes and supporting documents;
- (ii) Power of Attorney for signing the Bid as per the format at Appendix-II;
- (iii) if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;
- (iv) Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-IV;
- (v) Affidavit in the prescribed format at Appendix-VI;
- (vi) copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and, if a partnership, then a copy of its partnership deed;
- (vii) copies of Bidders duly audited balance sheet and profit and loss account for the pre-ceeding five years; and
- (viii) Undertaking from Bidder/ Member for claiming Technical Capacity/ Net worth of Associate in the prescribed format at Appendix-VIII -A;
- (ix) Consent letter of Operation & Maintenance operator for O&M experience prescribed at Appendix VIII-B
- (x) Undertaking from Associate in the prescribed format at Appendix-IX; and
- (xi) Scanned copy of the original Bank Guarantee (refer Appendix X) / Demand draft for Bid Security to be submitted in accordance with the Clause 2.20.
- (xii) Work Plan & Methodology as per the format prescribed under Appendix – XI.

## 2.11 Sealing and Marking of Bids

2.11.1 The Bidder shall submit Technical Bid online in the format specified at Appendix-I, together with the documents specified in Clause 2.10.6 & Financial Bid **online only** in accordance with the RFQ cum RFP. **The Bidder shall also submit by Speed Post/ RPAD only the hard copy of documents as mentioned in Appendix VII "Instructions"** and seal it in an envelope.

The envelope shall clearly bear the following identification:

**"BID FOR QUALIFICATION: Redevelopment of Central Market cum Commercial Complex , Mangaluru on DBFOT Basis"** and shall clearly indicate the tender notice number, name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand corner of the envelope.

2.11.2 The envelope shall be addressed to

**The Managing Director,  
Mangaluru Smart City Ltd,  
Mangaluru City Corporation (H.Q.) building  
M G Road, Lalbagh, Mangaluru - 575 003,  
Karnataka (India)**

**Website: <http://www.mangalorecity.mrc.gov.in>**

- 2.11.3 If the envelope is not sealed and marked as instructed above, the MSCL assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.
- 2.11.4 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- 2.11.5 Further, Bidders are required to submit all details only as per RFQ cum RFP document. In the event, any of the instructions mentioned herein have not been adhered to, the MSCL re-serves the right to reject the Bid.

## **2.12 Bid Due Date**

- 2.12.1 Bids should be submitted online on website: <https://eproc.karnataka.gov.in> before the Due Date as specified in Clause 1.3.
- 2.12.2 The MSCL may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

## **2.13 Late Bids**

Bids received by the MSCL after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

## **2.14 Modifications/ Substitution/ Withdrawal of Bids**

- 2.14.1 The Bidder shall modify, substitute or withdraw the bid online prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 2.14.2 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the MSCL, shall be disregarded.

## **2.15 Right to Accept any Bid/Tender and to Reject any or all Bids/ Tenders**

- 2.15.1 Notwithstanding anything contained in this RFQ cum RFP, the MSCL reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids/ Tenders, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons, therefore. In the event that the MSCL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.15.2 The MSCL reserves the right to reject any Bid and/ or Tender if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Bidder does not provide, within the time specified by the MSCL, the supplemental in-formation sought by the MSCL for evaluation of the Bid.

If the Bidder/Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occur after the Bids have been opened and the Prospective Tenderer gets disqualified/ rejected, then the MSCL reserves the right to:

- (i) invite the remaining Bidders to match the Prospective Tenderer/ submit their Bids in accordance with the RFP; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the MSCL, including annulment of the Bidding Process.

2.15.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the MSCL, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forth-with if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Bidder/SPV has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the MSCL to the Bidder, without the MSCL being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the MSCL may have under this RFQ, the Bidding Documents, the Concession Agreement or under applicable law.

2.15.4 The MSCL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ. Any such verification or lack of such verification by the MSCL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the MSCL there under.

## **2.16 Validity of Bids**

Bids shall remain valid for a period of **120 days (one hundred and twenty days)** from the date of opening of Financial Bid.

In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause 2.20 in all respects.

## **2.17 Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the MSCL in relation to or matters arising out of or concerning the Bidding Process. The MSCL will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The MSCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the MSCL.

## **2.18 Correspondence with the Bidder**

The MSCL shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

## **2.19 Acknowledgement by Bidder**

2.19.1 It would be deemed that by submitting the Bid, the Bidder has:

- (a) Made a complete and careful examination of the RFQ document;
- (b) Received all relevant information requested from the MSCL;
- (c) Accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the MSCL relating to any of the matters referred to in Clause 2.5 above; and
- (d) agreed to be bound by the undertakings provided by it under and in terms hereof; and
- (e) Independently verified all information received from the MSCL

2.19.2 The MSCL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFQ or the Bidding Process, including any error or mistake therein or in any information or data given by the MSCL.

2.19.3 The MSCL shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

## **C. Bid Security**

### **2.20 Bid Security**

2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security in the form of a demand draft or a bank guarantee acceptable to the MSCL and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less

than 180 (one hundred and eighty) days. The MSCL shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

- 2.20.2 Any Bid not accompanied by the Bid Security shall be rejected by the MSCL as non-responsive.
- 2.20.3 The Bid Security of unsuccessful Bidders will be returned by the MSCL, without any interest, as promptly as possible on acceptance of the Bid of the Successful Bidder or when the Bidding process is cancelled by MSCL. Bidders may by specific instructions in writing to the MSCL give the name and address of the person in whose favor the said demand draft shall be drawn by the MSCL for refund, failing which it shall be drawn in the name of the Bidder.
- 2.20.4 The successful Bidder's Bid Security will be returned, without any interest, upon such Successful Bidder signing the Concession Agreement and furnishing the Performance Security and the Performance Guarantee in accordance with the provisions thereof. The MSCL may, at the successful Bidders option, adjust the amount of Bid Security in the amount of Performance Security and the Performance Guarantee to be provided by him in accordance with the provisions of the Concession Agreement.
- 2.20.5 The MSCL shall be entitled to forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation / Damages to the MSCL in any of the events specified in Clause 2.19.6. The Bidder, by submitting its Bid pursuant to this RFQ cum RFP, shall be deemed to have acknowledged and confirmed that the MSCL will not suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.20.6 The Bid Security shall be forfeited and appropriated by the MSCL as mutually agreed genuine pre-estimated compensation and Damages payable to the MSCL for, inter alia, time, cost and effort of the MSCL without prejudice to any other right or remedy that may be available to the MSCL hereunder or otherwise, under the following conditions:
- a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFQ cum RFP;
  - b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFQ cum RFP and as extended by the Bidder from time to time;
  - c) In the case of successful Bidder, if it fails within the specified time limit –
    - i. to sign the Concession Agreement and/or
    - ii. to furnish the Performance Security and/or the Performance Guarantee within the period prescribed in the Concession Agreement; or



- iii. In case the successful Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security and/or the Performance Guarantee.

## **2.21 Performance Security**

- a) The Concessionaire shall ensure that for the entire Construction Period of the Project, it will maintain Performance Security. The Performance Security shall be in the format mentioned in Schedule – L, Volume – II Concession Agreement of the RFQ cum RFP document and Performance Security shall remain valid six months beyond the construction period or any extension thereof. Concessionaire shall furnish Performance Security before execution of Concession Agreement.
- b) The Performance Security in the form of an unconditional and irrevocable Bank Guarantee shall be from a scheduled bank approved by the Concessions Authority. Amount of Performance Security shall be as per provisions of Concession agreement.
- c) Upon occurrence of a Concessionaire Event of Default, the Concessions Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to invoke, encash and appropriate relevant amounts from the Performance Security as damages. Upon such invocation, encashment and appropriation from the Performance Security, the Concessionaire shall, within 30 (thirty) days replenish, in case of partial appropriation, to its original level the Performance Security and in case of appropriation of entire Performance Security to provide a fresh Performance Security and the Concessionaire shall, within the time so granted replenish or furnish to the Concessions Authority a fresh Performance Security as aforesaid, failing which the Concessions Authority shall be entitled to terminate the Concession Agreement.

## **2.22 Performance Guarantee**

- a) The Concessionaire shall ensure that for the entire Concession Period starting from the date of issue of the Completion Certificate and before the expiry of the Performance Security, it will maintain Performance Guarantee of the value and in the format mentioned in Schedule M

Volume – II of the RFQ cum RFP document which shall remain valid at all times during the period of Concession.

- b) The Performance Guarantee shall be in the form of an unconditional and irrevocable Bank Guarantee. It shall be from a nationalized or scheduled bank approved by the Concessions Authority.

- c) Upon occurrence of a Concessionaire Event of Default, the Concessioneing Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to invoke, encash and appropriate relevant amounts from the Performance Guarantee as damages. Upon such invocation, encashment and appropriation from the Performance Guarantee, the Concessionaire shall, within 30 (thirty) days replenish, in case of partial appropriation, to its original level the Performance Guarantee and in case of appropriation of entire Performance Guarantee to provide a fresh Performance Guarantee and the Concessionaire shall, within the time so granted replenish or furnish to the Concessioneing Authority a fresh Performance Guarantee as aforesaid, failing which the Concessioneing Authority shall be entitled to terminate this Agreement.

### **2.23 Project Development Fees**

The Selected Bidder shall bear all the statutory charges & taxes required in the development of the project as applicable from time to time. It shall also include the charges towards the appointment of Design consultant & charges for proof checking by Surathkal National Institute of Technology (NIT), Mangaluru or institute/entity approved by the Client.

### **2.24 Taxes & Duties**

GST for construction / erection / commissioning / installation / repairs / maintenance / renovation / fabrication of structure including building (means of works contract / turn key projects / supply of material / goods)

GST (Goods & Service Tax) has come in existence from 1st July, 2017. Contractor/Successful Bidder is bound to pay any amount of GST & other taxes, duties, levies, cess , or any other incidentals etc. prescribed by the Govt of India/State as per the Term of Contract agreed upon during the course of execution of this Contract.

From last date of submission of tender and during the course of execution of contract, if there is any change in Rate of GST (Goods & Service tax) by the Government, the same i.e. only the difference, shall be reimbursed / recovered separately by MSCL, subject to the submission of original Receipt /Proof for the amount actually remitted by the Successful Tenderer / Contractor Successful Bidder certifying that the amount of GST paid to the Government and the same shall be intimated / submitted / claimed within 30 (Thirty) days from the date of payment Remittance of GST within stipulated period shall be the sole responsibility of the Successful Bidder / Contractor, failing which, MSCL may recover the amount due from any other payable dues with MSCL and decision of Municipal commissioner shall be final and binding on the Contractor / Successful Bidder in this regard further, the non-payment of GST to the

Government may lead to the termination of contract and forfeiture of Security deposit/ Performance Guarantee Amount.

Except GST, if imposition of any other new Taxes / Duties / Levies / Cess or any other incidentals etc. or any increase in the existing Taxes /Duties / Levies / Cess or any other Incidentals etc.(Excluding GST) are imposed during the course of the contract, the same shall be borne by the Contractor / Successful Bidder only, in no case MSCL shall be liable for the same and obliged to reimburse and no dispute regarding same shall be entertained by MSCL. Bidder / firm should have to produce attested copy of sale tax certificate with proof of residence.

The Construction labour welfare cess shall be deducted from R.A. bill of the contractor engaged at site at the prevailing rate.

## **2.25 Handing over of Redeveloped market to authority**

Refer Project Information Memorandum (PIM) Article E: Project Implementation Page number 38.

### 3. ELIGIBILITY OF BIDDERS

#### 3.1 Scope of Bid

The MSCL wishes to receive Bids for Technical Qualification & final selection, in order to short-list experienced and capable Bidders and the financial bid opening. The MSCL may constitute the committee for scrutiny & evaluation of various submissions done by the bidders under RFQ cum RFP for the Redevelopment of Central Market & Fish Market at Hampankatta, Mangaluru.

#### 3.2 Eligibility of Bidders

3.2.1 For determining the eligibility of Bidders for their technical qualification hereunder, the following shall apply:

- a. The Bidder may be a single entity or a group of entities (the “**Consortium**”), subject to a maximum of 3 (Three), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder except as stated in Clause 3.2.1(c).
- b. The term Bidder used herein would apply to both a single entity and a Consortium.
- c. A Bidder may be a natural person, or a private entity, or a combination thereof, or a combination with a public agency. Provided that the public agency does not have a controlling interest in such combination, either with an existing agreement or the for-mal intent to enter into an agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 3.2.6 below.
- d. A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process as stated in Clause no.2.1.14.

A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the MSCL in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder or Respondent, its Member or Associate in the past but its assignment expired

or was terminated 6 (six) months prior to the date of issue of this RFQ cum RFP or where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

*Explanation:* In case a Bidder is a Consortium, then the term Bidder as used in this Clause 3.2.1, shall include each Member of such Consortium.

3.2.2 To be Technically eligible for opening of financial proposal, a Bidder shall fulfil the following conditions of eligibility:

**A. Technical Capacity:** For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Bidder shall, over the past 7 (Seven) financial years preceding the Bid Due Date, have:

- i. Projects completed during the last seven financial years, not before 31st March 2012, shall only be considered.
- ii. Completed One similar work costing not less than the amount equal to 75% of the development cost i.e.; Rs.70.07Cr.

OR

Completed Two similar works each costing not less than the amount equal to 50% of the development cost. i.e.; Rs. 46.72Cr.

OR

Completed Three similar works each costing not less than the amount equal to 30% of the development cost. i.e.; Rs. 28.03Cr.

Similar work is defined as the Construction of Market complex / Commercial complex / Retail complex / Shopping mall completed for Govt. / PSU / Corporates / private is acceptable. The value of work will have to be certified either by clients engineer not below the Rank of Executive Engineer or equivalent or by Govt. certified Chartered Engineer.

Note:\* No sub-contracting of any nature shall be treated as work done

\* Development cost should be exclusive of land Cost.

- iii. The Bidder shall either accept the Concept plan of the project and the specifications appended to this tender document or propose a different Concept plan for the project with better specifications. In the event of the Bidder preferring a different Concept plan and specifications for the project, he shall adhere to the minimum requirements specified for the market portion of the project (to be handed over to MCC) in the Concept plan and specifications appended to this document.

- iv. MSCL reserves the right to accept the Concept plan submitted by any of the Bidder as the approved plan for the development of the Project or reject all the Concept plans submitted by Bidders and insist on the Concept plan appended to this document as the plan for the Project or propose a new Concept plan for the Project by incorporating the features of one or more Concept plans and specifications submitted by the Bidders, for which the Bidders shall bid for developing the Project as per the Concept plan proposed by MSCL.

**B. Financial Capacity:**

1. The Bidder shall have a minimum Net Worth (the “Financial Capacity”) of **Rs 28.50 Crores** (Rupees Twenty Eight Crore Fifty lakhs only) at the close of the preceding financial year.
2. Minimum Average Turnover of **Rs. 85.50 Crores** (Rupees Eighty Five Crore Fifty Lakh only) in any three of the last five financial years.

Financial turnover of previous years shall be given a weight of 10% per year to bring them to the price level of the FY in which the tenders are invited.

In case of a Consortium, the combined technical capacity and Financial capacity of those Members, who have and shall continue to have an equity share of at least 26% (twenty six per cent) each in the SPV, shall be considered ; provided that each such Member shall, for a period of 5 five years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPV and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement.

**3.2.3 O&M Experience:**

The Bidder shall, (in the case of a Consortium), include a Member who shall subscribe and continue to hold at least 10% (ten per cent) of the subscribed and paid up equity of the SPV for a period of 5 (five) years from the date of commercial operation of the Project, and has either by itself or through its Associate, experience of 5 (five) years or more in operation and maintenance (O&M) of projects specified in Clause 3.2.1, which have an aggregate capital cost equal to the Estimated Project Cost. In case the Bidder is not a Consortium, it shall be eligible only if it has equivalent experience of its own or through its Associates. In the event that the Bidder does not have such experience, it should furnish along with the bid, a consent letter from the entity having the aforesaid experience in the format pre-scribed under Appendix VIII-B, who will associate with the Bidder if selected to undertake the Project. It shall enter into an agreement for a period of at least 5 (five) years from the

date of commercial operation of the Project for entrusting its operation & maintenance (O&M) obligations failing which the Concession Agreement shall be liable to termination

3.2.4 The Bidders shall enclose with its Bid, to be submitted as per the format at Appendix-I, complete with its Annexure, the following:

- i. Certificate(s) from its statutory auditors or the concerned client(s) stating the payments made / received or works commissioned, as the case may be, during the past 7 years in respect of the projects specified in Clause 3.2.2 (A) above. In case a particular job / contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job / contract by producing a certificate from its statutory auditor or the client; and
- ii. Certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 3.2.4 (ii). For the purposes of this RFQ cum RFP, net worth (the “**Net Worth**”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFQ.

3.2.5 The Bidder should submit a Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-III.

3.2.6 Where the Bidder is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013 (the “SPV”), to execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

- a) Number of members in a consortium shall not exceed 3 (Three), whose technical & financial capacity shall be considered.
- b) Subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each member of the Consortium;
- c) Members of the Consortium shall nominate one member as the lead member (the “Lead Member”) who shall be an Indian partner and shall be responsible for all the acts and deeds of all the Consortium members. The Lead Member

shall have an equity share of at least 26% (twenty six percent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;

- d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- e) An individual Bidder cannot at the same time be member of a Consortium applying for pre-qualification. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for pre-qualification;;
- f) the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
- g) Members of the Consortium shall enter into a Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the “**Jt. Bidding Agreement**”), for the purpose of making the Bid and submitting a Tender in the event of being short-listed. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, inter alia:
  - (i) convey the intent to form an SPV with shareholding/ ownership equity commitment (s) in accordance with this RFQ, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium; clearly outline the pro-posed roles and responsibilities, if any, of each member;
  - (ii) commit the minimum equity stake to be held by each member;
  - (iii) commit that each of the members, whose experience will be evaluated for the purposes of this RFQ, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 5 (five) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement;
  - (iv) members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV for the term of the concession and
  - (v) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Commercial Operation Date (COD) of the Project is achieved in accordance with the Concession Agreement; and



- h) Except as provided under this RFQ and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the MSCL.
- i) The Bid shall be signed by the duly authorized signatory of the Lead member and shall be legally binding on all the members of the Consortium; and
- j) Lead member of the Consortium should have downloaded the RFQ documents from the e procurement portal.

3.2.7 Any entity which has been barred or disqualified either by the MSCL or the GoK , any other State Government in India (SG) or any Union Territory Administration in India (UT) or Government of India (GoI), or any of the agencies of SG/UT/GoI from participating in any project (BOT or otherwise) and the bar subsists as on the date of Bid, would not be eligible to submit an Bid, either individually or as member of a Consortium.

3.2.8 A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, Consortium Member or Associate.

3.2.9 In computing the Technical Capacity and Net Worth of the Bidder /Consortium Members under Clauses 3.2.2, and 3.2.3, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.

For purposes of this RFQ cum RFP, Associate means, in relation to the Bidder /Consortium member, a person who controls, is controlled by, or is under the common control with such Bidder / Consortium member (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law. It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.

3.2.10 The following conditions shall be adhered to while submitting a Bid:

- a. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

- b. Information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms.
- c. In responding to the technical qualification submissions, Bidders should demonstrate their capabilities in accordance with Clause 4.1 below; and
- d. In case the Bidder is a Consortium, each Member should substantially satisfy the qualifying requirements to the extent specified herein.

3.2.11 The following provisions shall apply to persons from any country as a Consortium Member:

- (a) Where, on the date of the Bid, not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid up equity share capital in an Bidder or its Member is held by persons resident outside India or where an Bidder or its Member is controlled by persons resident outside India; or if at any subsequent stage after the date of the Bid, there is an acquisition of not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member.

The continued Qualification of the Bidder shall be subject to approval of the MSCL from national security and public interest perspective. The decision of the MSCL in this behalf shall be final and conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the MSCL shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition. The Bidder shall promptly inform the MSCL of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

3.2.12 Not with standing anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of an Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid here under, mean the accounting year followed by the Bidder in the course of its normal business in their respective country.

### **3.3 Change in Composition of the Consortium**

- 3.3.1 Change in the composition of a Consortium will not be permitted by the MSCL during the Tendering Stage.
- 3.3.2 Where the Bidder is a Consortium, Change in the composition of a Consortium may be permitted by the MSCL during the Tender Stage, only where:
- a. the Bid for such change is made no later than 10 (ten) days after the Bid Due Date and at the technical qualification stage;
  - b. the Lead Member continues to be the Lead Member of the Consortium;
  - c. the substitute is at least equal, in terms of Technical Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the qualification and short-listing criteria for Bidders; and
  - d. the new Member(s) expressly adopt(s) the Bid already made on behalf of the Consortium as if it were a party to it originally and is not a Bidder/Member/Associate of any other Consortium bidding for this Project.
- 3.3.3 Approval for change in the composition of a Consortium shall be at the sole discretion of the MSCL and must be approved by the MSCL in writing.
- 3.3.4 The modified / reconstituted Consortium shall submit a revised Jt. Bidding Agreement with the request of change in composition.
- 3.3.5 Notwithstanding anything to the contrary contained in sub-clause (d) of Clause 3.2.1, a Bidder may, within 10 (ten) days after the Bid Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.

### **3.4 Number of Bids and Cost thereof**

- 3.4.1 No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.
- 3.4.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Tender Process. The MSCL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

## 4. EVALUATION OF BID

### 4.1 Evaluation Parameters

4.1.1 Only those Bidders who meet the eligibility criteria specified in Clauses 3.2.2 and 3.2.3 above shall qualify for evaluation under this Section 4. Bids of firms / consortia who do not meet these criteria shall be rejected.

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

- (a) Technical Capacity; and
- (b) Financial Capacity

### 4.2 Evaluation Marks Criteria

S.no	Criteria for technical evaluation	Marks
1	<p>Completed One similar work each costing not less than the amount equal to <b>75%</b> of the development cost. i.e.;  <b>Rs.70.07 Crores.</b> OR</p> <p>Completed Two similar completed works each costing not less than the amount equal to <b>50%</b> of the development cost i.e.;  <b>Rs. 46.72 Crores.</b> OR</p> <p>Completed Three similar completed works each costing not less than the amount equal to <b>30%</b> of the development cost i.e.;  <b>Rs 28.03 Crores..</b></p>	25
2	Quality Assessment to the "Concept Design Report" (i.e.; Floor Plans with area statements, elevations, sections and 3D views, both interior and exterior of the building along with specifications of the various components of the project, proposed higher than that appended to this document) indicating the design principles adopted for changes made in the plans, deviating from the Concept plans appended to this document.	50
3	O&M Experience of at least one Similar project of value <b>Rs 30 Crores.</b> of any completed / under process O&M of complex. But not less than 2 completed financial year.	05
4.	Turnover: Minimum turnover of <b>Rs 85.5 Crores</b> allotted marks 05 and additional 2.5 marks for every <b>Rs 15 Crores.</b> Above minimum turnover certificate.	10
5.	Net worth: Minimum net worth of <b>Rs 28.50 Crores</b> allotted marks 05 and additional 2.5 marks for every <b>5 Crores.</b> Above minimum Net worth certificate.	10

### **4.3 Details of Experience**

- 4.3.1 The Bidder should furnish the details of Eligible Experience for the last 7 (Seven) financial years immediately preceding the Bid Due date.
- 4.3.2 The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.
- 4.3.3 The Bidder should furnish the required project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-I.

### **4.4 Financial information for purposes of evaluation**

- 4.4.1 The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each member in case of a Consortium) for the last 7 (Seven) financial years, preceding the year in which the Bid is made.
- 4.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to the same effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.
- 4.4.3 The Bidder must establish a minimum Net Worth as specified in Clause 3.2.2 (B), and provide details as per format at Annex-III of Appendix-I.
- 4.4.4 Bidders whose Aggregate Score is more than 70 marks shall be termed as technically qualified Bidder. Financial Bid of only technically qualified Bidders shall be opened.

### **4.5 Opening & Evaluation of the RFQ cum RFP Proposals**

- 4.5.1 The MSCL shall open the online Technical Bids of only those bidders who have submitted the original Bid Security in the form of DD or as per Appendix X, Tender Fees in the form of DD & the affidavit in the format given in Appendix VI in presence of the bidders who choose to at- tend.
- 4.5.2 In the second stage, the Technical Proposal will be evaluated on the basis of Bidder's experience, as per details mentioned in Request for Qualification cum Proposal and Appendix I to Appendix XI. Only those Bidders who are technically qualified as per Clause 4.5.2 in technical bid evaluation shall qualify for opening of their financial bids.
- 4.5.3 E- auction: After shortlisting the technically qualified bidders the date for the e-auction will be intimated. The process e-auction is through e-procurement portal only.
- 4.5.4 The MSCL will open the Financial Bids of only those bidders whose technical score is **70 marks or more as per the evaluation criteria mentioned above**

- 4.5.5 The MSCL will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 4 and as per the terms and conditions of the RFQ cum RFP document.
- 4.5.6 To facilitate evaluation of Bids, the MSCL may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 4.5.7 Any information contained in the Bid shall not in any way be construed as binding on MSCL, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 4.5.8 The successful bidder will be selected based on the financial Bid opening. (Highest rate evolved either by e-tender or e-auction)
- 4.5.9 The MSCL reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.

#### **4.6 Tests of Responsiveness**

- 4.6.1 Prior to evaluation of Financial Bid, the MSCL shall determine whether each Bid is responsive to the requirements of the RFQ cum RFP. A Bid shall be considered responsive only if:
- a) it is received online by the Bid Due Date including any extension thereof pursuant to Clause 2.12;
  - b) a Tender Fees, Bid security & Affidavit in original is received prior to due date if bid submission in accordance with this RFQ cum RFP
  - c) it is signed, sealed and marked as stipulated in Clauses 2.11;
  - d) it is accompanied by valid Power of attorney for authorized signatory as set out in Appendix II
  - e) it contains all the information (complete in all respects) as requested in this RFQ cum RFP and/or Bidding Documents (in formats same as those specified);
  - f) the Financial Bid is in manner specified in Appendix XII;
  - g) mentions the validity period as specified in Clause 2.16
  - h) it does not contain any condition or qualification; and

i) it is not non-responsive in terms hereof.

4.6.2 The MSCL reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the MSCL in respect of such Bid.

#### **4.7 Clarifications**

4.7.1 To facilitate the evaluation of the Bid, MSCL may at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarifications shall be provided by the Bidder within the time specified by MSCL for this purpose and all clarifications shall be in writing.

4.7.2 If any Bidder does not provide clarifications sought as above, within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, MSCL may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding and the Bidder shall be barred from subsequently questioning such interpretation by MSCL.

#### **4.8 The upfront fees**

##### **4.9 The Annual Concession Fee**

4.9.1 The project is proposed to be implemented on a DBFOT basis for a concession period of 30years on an upfront fee cum annual concession fee model.

4.9.2 The fixed upfront concession fee payable by the concessionaire to authority shall be Rs. 50 (fifty) Lakhs per year during the first three years of the construction period totaling Rs. 1.50 (One crores fifty lakh) crores.

4.9.3 Minimum Annual Concession Fees for the first year, payable from 4<sup>th</sup> year, will be Rs.70,00,000.00 (Rupees Seventy Lacs Only) and or concession fees as per financial bid and payment shall commence from the proposed commercial operation date (COD) after completion of construction period. The Annual concession Fees shall be paid by the Selected Bidder at the Commercial Operations Date i.e. COD or at the end of scheduled construction date whichever is earlier. Further this will be realized on subsequent anniversaries of such a date with an annual escalation at CAGR of 5%.

4.9.4 In the event, the successful bidder and or the concessionaire, as the case may be, fails to pay to the MSCL/MCC upfront fees or the other dues from him/them within time specified in Clause 4.10.1 or elsewhere in the RFP/Concession agreement (CA), MSCL shall have the right to encash the bank guarantees submitted by the successful bidder/Concessionaire.

#### **4.10 Bidding Parameter**

- 4.10.1 Successful bidder shall be the bidder whose bid has been received as per the terms and conditions of this RFQ cum RFP and has been technically qualified and has offered highest Concession fee to be paid during concession agreement.
- 4.10.2 The Bidder shall specify the annual concession fee in the Financial Bid in both numeric and alphabetical manner in the format provided for such Financial Bid in Appendix XII. For avoidance of doubt, it is clarified that in the event of discrepancy in the annual concession fee in numeric and alphabetical manner, the annual concession fee in alphabetical manner shall be considered the annual concession fee quoted by the Bidder.
- 4.10.3 In the event, the Successful Bidder and/ or the Concessionaire, as the case may be, fails to pay to the MSCL/MCC other dues from him within time specified in clause 4.10.1 or elsewhere in the RFP/Concession agreement (CA), MSCL shall have the right to encash the Bank Guarantees submitted by the Successful Bidder.

#### **4.11 Delays in Construction of the Central Market cum Commercial Complex.**

The Concessionaire shall construct the Central Market cum Commercial Complex in accordance with the Project Completion Schedule as agreed upon mutually at the time of signing of Concession Agreement, subject to the condition that the Central Market cum Commercial Complex construction shall be completed within a time period of 36 months from such a date. In the event that the Concessionaire fails to achieve any Project Milestone or scheduled completion date, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the MSCL, it shall pay Damages to the MSCL in accordance with the concession agreement.

#### **4.12 Selection of Bidder**

- 4.12.1 The Bidder whose Bid is adjudged as responsive in terms of Clause 4.7 and who has scored min. 70 marks under Technical qualification with the highest Concession fee (Highest rates evolved either by the e-tender or by e-auction ) as per Clause 4.5.8 shall be declared as the selected Bidder (the “Successful Bidder”).
- 4.12.2 In the event that two or more Bidders quote the same amount, (the “Tie Bidders”), the MSCL shall identify the Successful Bidder, which has secured a higher technical score. In the event that all tie bidders have secured the same technical score, the MSCL shall identify the successful bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 4.12.3 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the “first round of bidding”), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the “second round of bidding”). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Successful Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Successful Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said



Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Successful Bidder.

- 4.12.4 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding, the Authority may, in its discretion, invite fresh Bids (the “**third round of bidding**”) from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.
- 4.12.5 After selection, a Letter of Award (LOA) shall be issued, in duplicate, by the MSCL to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA, duly signed by the Successful Bidder is not received by the stipulated date, the MSCL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the MSCL on account of failure of the Successful Bidder to acknowledge the LOA.
- 4.12.6 After acknowledgement of the LOA as aforesaid by the Successful Bidder, the Concession Agreement shall be executed between MSCL and the Successful Bidder within 60 days from the date of issue of LOA.
- 4.12.7 The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

#### **4.13 Contacts during Bid Evaluation**

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

## 5. FRAUD AND CORRUPT PRACTICES

- 5.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the MSCL may reject **bid** without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 5.2 Without prejudice to the rights of the MSCL under Clause 5.1 hereinabove, if a Bidder is found by the MSCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFQ cum RFP issued by the MSCL during a period of 2 (two) years from the date such Bidder is found by the MSCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 5.3 For the purposes of this Clause 5, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the MSCL who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the MSCL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the RFQ cum RFP document, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the MSCL in relation to any matter concerning the Project;
  - b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;

- c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;
- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the MSCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## 6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Mangaluru, Karnataka shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the Bidding Process.
- 6.2 The MSCL, in its discretion and without incurring any or liability, reserves the right, at any time, to:
- a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates other terms conditions relating thereto;
  - b) consult with any Bidder in order to receive clarification or further information;
  - c) retain any information and/ or evidence submitted to the MSCL by, on behalf of, and / or in relation to any Bidder; and / or
  - d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases MSCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, Damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 The single currency for evaluation is Indian Rupee (INR). The conversion rate of Foreign Currencies shall be the State Bank of India Bill Selling Rate of exchange as on the relevant date of the financial statements.

## APPENDIX I - TECHNICAL PROPOSAL LETTER

Ref.: \_\_\_\_\_  
\_\_\_\_\_

Dated:

To,

**Managing Director,**  
**Mangaluru Smart City Ltd (MSCL)**  
**MCC Office, MG Road, Lal Bag**  
**, Mangaluru 575 003**

**Sub: Submission of Technical Proposal for Redevelopment of Central Market & Fish Market at Hampankatta, Mangaluru on DBFOT Basis**

Dear Sir,

- 1 With reference to your RFQ cum RFP document dated \_\_\_\_\_, I/we, having examined the RFQ cum RFP document and understood its contents, hereby submit my/our Bid for Qualification for the aforesaid project. The Bid is unconditional and unqualified.
- 2 I/ We acknowledge that the MSCL will be relying on the information provided in the Bid and the documents accompanying such Bid for technical qualification of the Bidders for the afore-said project, and we certify that all information provided in the Bid and in Annexes I to V is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
- 3 This statement is made for the express purpose of qualifying as a Bidder for the design, build, finance, operate, maintain and transfer of the aforesaid Project.
- 4 I/We shall make available to the MSCL any additional information it may find necessary or require to supplement or authenticate the Qualification statement.

- 5 I/ We acknowledge the right of the MSCL to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- 6 I/We certify that in the last three years, we/any of the Consortium Members or our / their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- 7 I/We declare that:
- (a) I/We have examined and have no reservations to the RFQ cum RFP document, including any Addendum issued by the MSCL;
  - (b) I/We do not have any conflict of interest in accordance with Clauses 3.2.1(c) and 3.2.1(d) of the RFQ cum RFP document;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 5.3 of the RFQ cum RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the MSCL or any other public sector enterprise or any government, Central or State; and
  - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 5 of the RFQ cum RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
  - (e) I/We hereby confirm that we will adhere to the minimum technical requirements such as capacity, process requirement, quality governance, environmental compliance and other statutory requirements as defined in the RFQ cum RFP, and CA elsewhere.
- 8 I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the RFQ cum RFP document.

- 9 I/We believe that we/our Consortium / proposed Consortium satisfy(s) the Net Worth criteria and meet(s) all the requirements as specified in the RFQ cum RFP document and are / is qualified to submit a Tender.
- 10 I/We declare that we/any Member of the Consortium, or our / its associates are not a Member of a / any other Consortium applying for this tender.
- 11 I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 12 I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- 13 I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
- 14 [I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Bidding Process. [A copy of the aforesaid guidelines forms part of the RFQ cum RFP at Appendix-V thereof.]
- 15 I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ cum RFP, we shall intimate the MSCL of the same immediately.
- 16 The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFQ cum RFP document, and duly signed, is enclosed. The power of attorney for signing of Bid and the power of attorney for Lead Member of consortium, as per format provided at Appendix II and III respectively of the RFQ cum RFP, are also enclosed.

- 17 I/We understand that the Successful Bidder shall either be an existing Company incorporated under the Indian Companies Act, 2013, or shall incorporate itself as such prior to execution of the Concession Agreement.
  
- 18 I/ We hereby confirm that we are in compliance of / shall comply with the O&M requirements specified in Clause 3.2.3.
  
- 19 I/We, hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the MSCL in connection with the selection of Bidders, selection of the Bidder, or in connection with the se-lection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
  
- 20 I/we agree and undertake to abide by all the terms and conditions of the RFQ cum RFP document.
  
- 21 I/We certify that in terms of the RFQ cum RFP, my/our Net worth is Rs. .... (Rs. in words) and the Aggregate Technical Score is .....marks (number in words).
  
- 22 We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Commercial Operation Date (COD) in accordance with the Concession Agreement. }<sup>\$</sup>

In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFQ cum RFP document.

Yours faithfully,

Date: (Signature of the Authorized Signatory)

Place: (Name and designation of the Authorized Signatory)

Name and seal of the Bidder / Lead Firm



## APPENDIX I

### Annex-I - DETAILS OF BIDDER

1.
  - (a) Name:
  - (b) Country of incorporation:
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (d) Date of incorporation and / or commencement of business:
  
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
  
3. Details of individual(s) who will serve as the point of contact / communication for the MSCL:
  - a. Name:
  
  - b. Designation:
  
  - c. Company:
  
  - d. Address:
  
  - e. Telephone Number:
  
  - f. E-Mail Address:
  
  - g. Fax Number:
  
4. Particulars of the Authorized Signatory of the Bidder:
  - a. Name:
  
  - b. Designation:
  
  - c. Address:
  
  - d. Phone Number:
  
  - e. Fax Number:

5. In case of a Consortium:

- (a) The information above (1-4) should be provided for all the members of the Consortium.
- (b) A copy of the Jt. Bidding agreement, as envisaged in Clause 3.2.6 (g) should be attached to the Bid.
- (c) Information regarding role of each member should be provided as per table below:

Sl. No.	Name of Member	Role*{Refer Clause 3.2.6(d)}\$	Percentage of equity in the Consortium {Refer Clauses 3.2.6(a), (c) &(g)}
1.			
2.			
3.			
4.			

\* The role of each member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at Annex-IV.

- (d) The following information shall also be provided for each member of the Consortium:

**Name of Bidder / member of Consortium:**

No.	Criteria	Yes	No
1.	Has the Bidder / constituent of the Consortium been barred by the Central / State / UT Government, or any entity controlled by them, from participating in any Project (BOT or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder / constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past is given below (Attach extra sheets, if necessary):

## APPENDIX – I

### Annex-II – TECHNICAL CAPACITY OF THE BIDDER

- \* Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 3.2.9 and/ or by a project company eligible under Clause 4.2.3(b). In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 4.2.3 (c) and for Categories 3 and 4, include only those projects where the payments made/received exceed the amount specified in Clause 4.2.4. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 3.2.12.
  
- \* A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored.  
  
In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause 3.2.9, shall be provided.
  
- \* Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member. Refer Annex-IV of this Appendix-I. Add more rows if necessary.
  
- \* Refer Clause 4.2.1.
  
- \* In the case of Eligible Projects in Categories 1 and 2, the figures in columns 6 and 7 may be added for computing the Experience Score of the respective projects. In the case of Categories 3 and 4, construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. In no case shall the cost of land be included while computing the Experience Score of an Eligible Project
  
- \* For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 71.35 (Seventy two) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
  
- \* Divide the amount in the Experience column by one crore and then multiply the result thereof by the applicable factor set out in Table 4.2.6 to arrive at the Experience Score for each Eligible Project. In the case of an Eligible Project situated in an OECD country, the

Experience Score so arrived at shall be further multiplied by 0.5, in accordance with the provisions of Clause 4.2.7, and the product thereof shall be the Experience Score for such Eligible Projects.

**Details of the Work Orders of Qualifying Projects**

Bidder Type <sup>#</sup>	Work order no. & date	Issuing Authority	Category of project	Experience (Rs. crore)			Experience certificate no. & date
				Project Cost	Payments made/received for EPC/ PPP construction / development	Revenues appropriated	
1	2	3	4	5	6	7	8
Single entry Bidder							
Consortium member 1							
Consortium member 2							
Consortium member 3							
			Total				

## APPENDIX I

### Annex-III - FINANCIAL CAPACITY OF THE BIDDER

(In Rs. Crore )

Name & address of Bidder's Bankers:

\$ A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium row titled Single entity Bidder may be ignored.

£ For Member Code, see instruction 4 at Annex-IV of this Appendix-I.

\* The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 3.2.9.

\$\$ For conversion of other currencies into rupees, see note below Annex-II of Appendix-I.

Instructions:

1. The Bidder / its constituent consortium members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
  - a) reflect the financial situation of the Bidder or Consortium Members and its / their Associates where the Bidder is relying on its Associate's financials;
  - b) be audited by a statutory auditor;
  - c) be complete, including all notes to the financial statements; and
  - d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Cash Accruals shall mean Profit After Tax + Depreciation.
3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 3.2.12.
5. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 3.2.6 (g) of the RFQ cum RFP document.

6. The Bidder shall also provide the name and address of the Bankers to the Bidder.
7. The Bidder shall provide an Auditor's Certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth in accordance with Clause 3.2.4(ii) of the RFQ cum RFP document.



## APPENDIX I

## Annex-IV - DETAILS OF ELIGIBLE PROJECTS

Item (1)	Refer Instruction (2)	Particulars of the Project (3)
Title & Nature of the project		
Category	5	
Year-wise a) payments received/ made for construction, b) payments made for development of PPP projects and/or c) revenues appropriated	6	
Entity for which the project was con-structed/ developed	7	
Location		
Project cost	8	
Date of commencement of Project/ con-tract		
Date of completion/ Commissioning	9	
Equity shareholding (with period during which equity was held)	10	
Whether credit is being taken for the Eligible Experience of an Associate(Yes / No)	15	

**Instruction**

1. Bidders are expected to provide information in respect of Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 4.2.3 and 4.2.4 of the RFQ cum RFP, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the Instructions below.
2. For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. A separate sheet should be filled for each Eligible Project.
4. Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means

Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Bidder or its Member, write “Associate” along with Member Code.

5. Refer to Clause 4.2.1 of the RFQ cum RFP for category number.
6. The total payments received/ made and/or revenues appropriated for each Eligible Project are to be stated in Annex-II of this Appendix-I. The figures to be provided here should indicate the break-up for the past 5 (five) financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 3.2.12). For Categories 1 and 2, expenditure on development of the project and/or revenues appropriated, as the case may be, should be pro-vided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 4.2.3(c). In case of Categories 3 and 4, payments made/ received only in respect of construction should be provided, but only if the amount paid/received exceeds the minimum specified in Clause 4.2.4. Payment for construction works should only include capital expenditure, and should not include expenditure on repairs and maintenance.
7. In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to PPA, etc.) may be pro-vided. In case of projects in Categories 3 and 4, similar particulars of the client need to be provided.
8. Provide the estimated capital cost of Eligible Project. Refer to Clauses 4.2.3 and 4.2.4
9. For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3 and 4, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
10. For Categories 1 and 2, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 4.2.3).
11. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
12. Certificate from the Bidder’s statutory auditor<sup>\$</sup> or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/Associate may pro-vide the requisite certification.
13. If the Bidder is claiming experience under Categories 1 & 2<sup>£</sup>, it should provide a certificate from its statutory auditor in the format below for each eligible project:

**Certificate from the Statutory Auditor regarding PPP Projects  $\Phi$**

Based on the books of accounts and other published information authenticated by it, this is to certify that ..... (name of the Bidder/Member/Associate) is/ was an equity shareholder in ..... (title of the project company) and holds/held Rs. .... cr. (Rupees ..... crore) of equity (which constitutes ..... % of the total paid up and subscribed equity capital) of the project company from ..... (date) to ..... (date)<sup>¥</sup>. The project was/is likely to be commissioned on ..... (date of commissioning of the project). We further certify that the total estimated capital cost of the project is Rs. .... cr., (Rupees ..... Crore), of which Rs. .... cr. (Rupees ..... Crore), of capital expenditure was incurred during the past five financial years as per year-wise details noted below:

.....  
 .....

We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 4.2.1 and 4.2.3 (d) of the RFQ CUM RFP during the past five financial years were Rs. .... cr. ( Rupees .....crore) as per year-wise details noted below:

.....  
 .....

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the Authorized Signatory)

Date :

14. If the Bidder is claiming experience under Category 3 & 4<sup>□</sup>, it should provide a certificate from its statutory auditors or the client for each eligible project in the format given below:

<sup>§</sup> Refer Clause 4.2.1 of the RFQ cum RFP

<sup>Φ</sup> Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

\*Refer instruction no.10 in this Annex-IV

<sup>¥</sup> In case the project is owned by the Bidder company, this language may be suitably modified to read: "It is certified that..... (name of Bidder) constructed and/ or owned the ..... (name of project) from ..... (date) to ..... (date)."

**Certificate from the Statutory Auditor/ Client regarding development /construction works  $\Phi$**

Based on the books of accounts and other published information authenticated by it, This is to certify that ..... (name of the Bidder/Member/Associate) was engaged by ..... (title of the project company) to execute ..... (name of project) for ..... (nature of project)}. The construction of the project commenced on ..... (date) and the project was/ is likely to be commissioned on ..... (date, if any). It is certified that ..... (name of the Bidder/ Member/ Associate) received/paid Rs. .... cr. (Rupees ..... crore) by way of payment for the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs. .... cr. (Rupees .....crore), of which the Bidder/Member/Associate received/paid Rs. .... cr. (Rupees ..... crore), in terms of Clauses 4.2.1 and 4.2.4 of the RFQ cum RFP, during the past five financial years as per year-wise details noted below:

.....  
 .....

{It is further certified that the payments/ receipts indicated above are restricted to the share of the Bid-der who undertook these works as a partner or a member of joint venture/ consortium.} <sup>♦</sup>

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorized signatory).

Date:

15. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 3.2.9, the Bidder should also provide a certificate in the format below:

Refer Clauses 4.2.1 and 4.2.4 of the RFQ cum RFP.

$\Phi$  Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

This certification should only be provided in case of jobs/ contracts, which are executed as part of a partnership/ joint venture/ consortium. The payments indicated in the certificate should be restricted to the share of Bidder in such partnership/ joint venture/ consortium. This portion may be omitted if the contract did not involve a partnership/ joint venture/ consortium. In case where work is not executed by partnership/ joint venture/ consortium, this paragraph may be deleted.

**Certificate from Statutory Auditor/ Company Secretary regarding Associate \$**

Based on the authenticated record of the company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of ..... (Name of the Associate) is held, directly or indirectly<sup>£</sup>, by ..... (Name of Bidder/ Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 3.2.9 of the RFQ cum RFP.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Bidder/ Consortium Member in the Associate. In the event the Associate is under common control with the Bidder/Consortium Member, the relationship may be suitably described and similarly certified herein}

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory).

Date:

16. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience Score <sup>□</sup>.

<sup>\$</sup> *In the event that the Bidder/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified, and copies of the relevant law may be enclosed and referred to.*

<sup>£</sup> *In the case of indirect shareholding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of “control” is not broken.*

<sup>□</sup> *Refer Clause 4.2.6 of the RFQ cum RFP*

## APPENDIX I

### Annex-V - STATEMENT OF LEGAL CAPACITY

*(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)*

Ref.:

Date:

To,

**Managing Director,  
Mangaluru Smart City Ltd  
MCC Office, MG Road, Lal Bag,  
Mangaluru 575 003**

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been de-scribed in the Bid) satisfy the terms and conditions laid out in the RFQ cum RFP document.

We have agreed that ..... (insert member's name) will act as the Lead Member of our consortium.\*

We have agreed that ..... (insert individual's name) will act as our representative/will act as the representative of the consortium on its behalf\* and has been duly authorized to submit the RFQ cum RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf  
of.....

*Please strike out whichever is not applicable.*



## APPENDIX-II - POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Consortium 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 Bid for pre-qualification and submission of our Tender for the **Redevelopment of Central Market & Fish Market at Hampankatta, Mangaluru on DBFOT Basis** Project proposed or being developed by the **Mangaluru Smart City Limited (MSCL)** including but not limited to signing and submission of all Bids, and other documents and writings, participate in Pre- bid and other conferences and providing information/ responses to the MSCL, representing us in all matters before the MSCL, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Tender, and generally dealing with the MSCL in all matters in connection with or relating to or arising out of our Tender for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the MSCL.

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 ....., 20.....

For

.....

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarized)

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*

*executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

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



## APPENDIX-III - POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

Whereas the **Mangaluru Smart City Limited** (the “**Authority**”) has invited Bids from interested parties for the **Redevelopment Central Market cum Commercial Com-plex at Hampankatta, Mangaluru on DBFOT Basis** (the “**Project**”).

Whereas, ....., ....., and ..... (collectively the “**Consortium**”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposals and other connected documents in respect of the Project, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s ..... having our registered office at ....., M/s. .... having our registered office at ....., and M/s. ...., having our registered office at ....., (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s ....., having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium 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 Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all Bids, bids and other documents and writings, accept the Letter of Award, participate in bidders” and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the 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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE  
EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF  
....., 20....

For .....

(Signature, Name & Title)

For .....

(Signature, Name & Title)

For .....

(Signature, Name & Title)

(Executants)

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

Witnesses:

- 1.
- 2.

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- Wherever required, the Bidder 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 Bidder.*
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

## APPENDIX-IV JOINT BIDDING AGREEMENT

*(To be executed on Stamp paper of appropriate value)*

**THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ....., 20.....**

### AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956 or 2013} 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 or 2013 or 2013 or 2013} 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 or 2013 or 2013 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 & THIRD PART** are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

\$ The number of Parties will be shown here, as applicable, however, subject to a maximum of 3 (Three)

### WHEREAS

(A) **Mangaluru Smart City Limited**, having its office at **MCC Building, MG Road, Lalbagh, Mangaluru - 575003 (Karnataka)** (hereinafter referred to as the “**MSCL**”) which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the “**Bids**”) by its Request for Qualification cum Proposal No. .... dated ..... (the “**RFQ cum RFP**”) for technical qualification and selection of successful bidder for development and operation/maintenance of **Central Market cum Commercial Complex Mangaluru on DBFOT Basis Project** (the “**Project**”) through public private partnership.

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFQ cum RFP document and other Tender documents in respect of the Project, and

(C) It is a necessary condition under the RFQ cum RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ cum RFP.

**2. Consortium**

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) 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 Consortium and not individually and/ or through any other consortium 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 Consortium is declared the Successful Bid-der and awarded the Project, it shall incorporate a the special purpose vehicle (the “**SPV**”), under the Indian Companies Act, 2013 for entering into a Concession Agreement with the MSCL 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:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Con-cession Agreement when all the obligations of the SPV shall become effective;
- (b) Party of the Second Part shall be {the Technical Member of the Consortium;}
- (c) Party of the Third Part shall be the Financial Member of the Consortium; and

**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 RFQ cum RFP, and the Concession Agreement, till such time as the Commercial

Operation Date (COD) 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 fifth 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 technical qualification and short-listing of Bidders for the Project in terms of the RFQ cum RFP.

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 fifth 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 for the term of the concession.

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 if it is selected to undertake the Project, the Parties shall for a period of at least 5 (five) years from the date of commercial operation of the Project, enter into an agreement for entrusting operation & maintenance (O&M) obligations to an entity having the aforesaid experience, failing which the Parties agree that the Concession Agreement shall be liable to termination. The Parties further 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 SPV for a period of 5 (five) years from the date of commercial operation of the Project, in terms of the Concession Agreement.

## **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 organized, 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 authorized 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 favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium 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 organizational documents thereof;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, 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 other-wise 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;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- 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 Consortium. However, in case the Consortium is either not qualified technically for the Project or does not get selected for award of the Project, the Agreement will stand terminated or upon return of the Bid Security by the MSCL 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 MSCL.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIV-ERED 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:  
by:

For and on behalf of SECOND PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of THIRD PART by:

(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 executant(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 Consortium Member.*
- 3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

## APPENDIX-V GUIDELINES OF THE DEPARTMENT OF DISINVESTMENT

No. 6/4/2001-DD-II

Government of India

Department of Disinvestment

Block 14, CGO Complex New Delhi.

Dated 13<sup>th</sup> July, 2001.

### OFFICE MEMORANDUM

#### **Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment**

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.



Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of ap-peal will have no effect on the disqualification.

- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India

## APPENDIX-VI AFFIDAVIT

*(To be furnished on the non-judicial stamp Paper of Rs.100 and duly notarized)*

**Name of Work:-** \_\_\_\_\_

- I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct. I also understand in case of wrongful/false information, corporation is entitled to take any civil & criminal punitive action against me/us.
- The undersigned also hereby certifies that neither our firm/JVM/s \_\_\_\_\_ nor any of its constituent partners have abandoned any work in India nor any contract awarded to us has been rescinded during last three years, prior to the date of this bid,
- The undersigned hereby authorize(s) and request(s) any bank, person, authorities, government or public limited institutions, firm or a corporation to furnish pertinent information deemed necessary and requested by the MSCL to verify our statement or our competence and general reputation etc.
- The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the MSCL.
- The MSCL and its authorized representatives are hereby authorized to conduct any inquiries or investigation to verify the statements, documents, and information permitted in connection with this bid and to seek clarification from our bankers and clients regarding any financial and technical aspects. The Affidavit will also serve as authorization to any individual or authorized representative to any institute referred to in the supporting information, to provide such information deemed necessary and requested by representative of Mangaluru Smart City Limited to verify statements and information provided in the Tender or with regard to the resources, experiences and competence of the Bidder.

\_\_\_\_\_  
Signed by the Authorized signatory of the firm/JV

\_\_\_\_\_  
Title of the Office

\_\_\_\_\_  
Name of the firm

Date:-

## APPENDIX-VII INSTRUCTIONS

- Tender fee shall be submitted in electronic format by Scanning while uploading the bid. This submission shall mean the Tender fees are received for Purpose of opening the bid. Accordingly, bid/tender of those Bidders who's tender fee is received electronically as well as in original, shall be opened. However, for the purpose of realization of Tender fee, bidder shall send the Tender fee in the required format in original through RPAD/Speed Post so as to reach the Accounts Department (Main Office) on or before the due date of submission of on-line bid. All documents in supporting of bid shall be submitted online in electronic format only (by scanning) during the bidding period & hard copy will not be accepted separately except those documents mentioned in RFQ cum RFP specifically.
- All documents must be colored scanned to be seen as original. Scanning in black and white or gray shall not be acceptable.
- The documents executed on stamp paper must be notarized with clearly displaying Stamp, Number and Name of the notary.

**“Following Documents shall be submitted in HARD COPY to MANGALURU SMART CITY LIMITED (MSCL) by all bidders in the manner mentioned in Clause 2.11 and at the address mentioned in Clause 2.11.2.**

- Bid Security in the form of Bank Guarantee as format provided / Demand Draft.
- Affidavit (Appendix VI) on Non-Judicial Stamp Paper of Rs.100/-

**Signature, Address, Seal of Bidder**

## APPENDIX-VIII -A UNDERTAKING FROM BIDDER/ MEMBER FOR CLAIMING TECHNICAL CAPACITY/ NET WORTH OF ASSOCIATE

*(A Bidder/ Member relying on the Technical Capacity/ Net Worth of its Associate shall submit this undertaking on Non Judicial Stamp Paper of INR 100/- and duly notarized. An undertaking executed and issued outside the territory of India is to be consularised by the Indian Embassy and notarized in the jurisdiction where the undertaking is being executed.)*

Date:

Place:

To,  
**Managing Director,**  
**Mangaluru Smart City Ltd**  
**MCC Office, MG Road, Lalbagh,**  
**Mangaluru - 575 003**

**Sub: Application for selection of Bidder for Redevelopment of Central Market & Fish Market at Mangaluru on DBFOT Basis**

Dear Sir,

This has reference to the Bid being submitted by \_\_\_\_\_(mention the name of Bidder/ Lead Member) in respect of the captioned Project in response to the RFQ cum RFP document issued by the MSCL on \_\_\_\_\_, 2018.

We hereby confirm the following:

1. We are relying upon the credentials of the following Associate(s) to qualify for the Project, and the nature of our legal relationship, as per the requirements stated in the RFQ cum RFP document, is provided in the table below. The details of the equity shareholding in support of the legal relationship duly certified as per the requirement of this RFQ cum RFP document, is enclosed.

S. No.	Name of Associate	Legal Relationship with Bidder/Member	Net Worth/ Relevant details of projects being claimed for Technical Capacity
1			
2			
3			

2. The detailed Technical Capacity/Net Worth of our Associate \_\_\_\_\_(insert name of the entity) for the above mentioned projects/Net Worth is enclosed, duly

certified as per the requirements of this RFQ cum RFP document in respect of Technical Capacity/Net Worth.

3. We also agree that any change which affects our eligibility at any point of time till a period of five years from the date of commercial operation of the Project could lead to termination of the contract by the Authority.
4. We are hereby enclosing necessary certificates and documents as required under the RFQ cum RFP document. We therefore request the Authority to consider the above experience and/ or Net Worth for the purposes of evaluation of the Technical Capacity and Financial Capacity.

For and on behalf of \_\_\_\_\_ (insert name of the Bidder /Member relying upon the Technical Capacity/Net Worth of its Associate)

Signature \_\_\_\_\_

(Director /Company Secretary of the Bidder / Member of the Consortium)

Name of the Person: \_\_\_\_\_

Designation: \_\_\_\_\_

Address

Company Seal/Seal of Entity

Countersigned by the Authorized Signatory of the Bidder / Lead Member in case of a Consortium

Signature: \_\_\_\_\_

Name of the Person: \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_

Enclosed:

1 .....

2 .....

## APPENDIX VIII-B CONSENT LETTER BY O&M OPERATOR

To,  
**Managing Director,**  
**Mangaluru Smart City Ltd**  
**MCC Office, MG Road, Lalbagh,**  
**Mangaluru 575 003**

**Sub: Application for selection of Bidder for Redevelopment Central Market cum Commercial Complex at Mangaluru on DBFOT Basis**

This is to confirm that we M/s \_\_\_\_\_ are willing to extend our services & technical expertise for operation & maintenance of the captioned project to M/s \_\_\_\_\_ in case of award of contract on them.

We further agree that we shall enter into an agreement with M/s \_\_\_\_\_ for a period of at least 5 (five) years from the date of commercial operation of the Project for discharging obligations as operation & maintenance (O&M) operator.

We further confirm that we have an experience in O&M of the CENTRAL MARKET projects, the details of which are given as under.

<b>Work order no. &amp;</b>	<b>Issuing Authority</b>	<b>Category of project</b>	<b>Project Cost (Rs.)</b>	<b>Experience certificate no. &amp; date</b>

Signature of the

Proposed O&M contractor

Date

## APPENDIX IX - UNDERTAKING FROM ASSOCIATE

*(Each Associate entity whose Technical Capacity/Net Worth is being relied upon has to submit this undertaking on Non Judicial Stamp Paper of INR 100/- and duly notarized. An undertaking executed and issued outside the territory of India is to be consularised by the Indian Embassy and notarized in the jurisdiction where the undertaking is being executed)*

Date:

Place:

To,

**Managing Director,  
Mangaluru Smart City Ltd  
MCC Office, MG Road, Lalbagh  
Mangaluru - 575 003**

**Sub: Application for selection of Bidder for Redevelopment Central Market cum Commercial Complex at Mangaluru on DBFOT Basis**

Dear Sir,

This has reference to the Bid being submitted by \_\_\_\_\_ (mention the name of Bidder/Lead Member) in respect of the captioned Project in response to the RFQ cum RFP document issued by the MSCL on \_\_\_\_\_, 2018.

We hereby confirm the following:

1. We have examined in detail and have understood and satisfied ourselves regarding the contents of the RFQ cum RFP document.
2. The nature of our legal relationship with \_\_\_\_\_ (name of the Bidder/ Member claiming the Technical Capacity/Net Worth of the Associate), which is the Bidder/ Member, as per the requirements stated in the RFQ cum RFP document, is \_\_\_\_\_ (Please insert the details of the relationship).
3. We have understood the nature of work/project being undertaken by the Bidder and the reason for which our Technical Capacity/Net Worth is being sought to be relied upon by it.

We undertake and hereby commit that for the successful implementation of the above-mentioned Project, we shall maintain the Associate relationship as defined in the RFQ cum RFP document, and shall continue to provide requisite support to \_\_\_\_\_ (name of the Bidder/ Member claiming the Technical Capacity/ Net Worth of the Associate) in respect of the roles \_\_\_\_\_ (briefly define the roles of the Bidder/ Member) as detailed in the RFQ cum RFP document being submitted by \_\_\_\_\_ (name of the Bidder/ Lead Member) for a period of 5 (Five) years from the date of commercial operation of the Project.

For and on behalf of \_\_\_\_\_ (insert name of Associate entity whose experience is being relied upon)

Signature: \_\_\_\_\_

(Director/ Company Secretary of the Associate entity whose Technical Capacity/Net Worth is being relied upon)

Name of the person: \_\_\_\_\_

Designation: \_\_\_\_\_

Address

Company Seal/Seal of Entity

**Confirming Party**

We hereby confirm, agree and undertake to maintain this Associate relationship during lock in period

For and on behalf of \_\_\_\_\_ (insert name of Associate entity whose experience is being relied upon)

Signature: \_\_\_\_\_

(Director/ Company Secretary of the Associate entity whose Technical Capacity/Net Worth is being relied upon)

Name of the person: \_\_\_\_\_

Designation: \_\_\_\_\_

Address

Company Seal/Seal of Entity

Countersigned by the Authorized Signatory of the Bidder / Lead Member in case of a Consortium

Signature: \_\_\_\_\_

Name of the Person: \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_



## APPENDIX X-BANK GUARANTEE FOR BID SECURITY

B.G. No.....

Dated: .....

1. In consideration of you, ....., having its office at ....., (here in after referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ..... (a company registered under the Companies Act, 1956 or 2013) and having its registered office at ..... (and acting on behalf of its Consortium) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the ..... Project on [DBFOT] basis (hereinafter referred to as “the Project”) pursuant to the RFQ cum RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFQ cum RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFQ cum RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. .... (Rupees ..... only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bid-ding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable un-der this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to

keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees ..... only).

3. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such ex-extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
4. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to

- sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
  8. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
  9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
  10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
  11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
  12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. .... (Rupees ..... only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [..... (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by ..... Bank

By the hand of Mr./Ms ....., its ..... and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

## **List of Banks**

Where the contractor is required to submit F.D.R., bank guarantee, etc. against payment towards any deposit or advance e.g. EMD, SD, etc., such F.D.R, bank guarantees, etc. shall be produced from any one of the following banks as listed below:

- 1) Indian Bank
- 2) State Bank of India
- 3) Punjab National Bank
- 4) Bank of Baroda
- 5) Union Bank of India
- 6) Bank of India
- 7) Oriental Bank of Commerce
- 8) Canara Bank
- 9) Central Bank of India
- 10) Corporation Bank
- 11) Allahabad Bank
- 12) Indian Overseas Bank
- 13) Dena Bank
- 14) Syndicate Bank
- 15) Andhra Bank
- 16) Punjab & Sind Bank
- 17) Bank of Maharashtra
- 18) Vijaya Bank
- 19) Karnataka Bank
- 20) IDBI Bank
- 21) HDFC Bank
- 22) AXIS Bank
- 23) ICICI Bank Limited
- 24) Kotak Mahindra Bank
- 25) Development Credit Bank Ltd.
- 26) YES Bank Ltd.

## APPENDIX XI- WORK PLAN & METHODOLOGY

- 1) Understanding of Terms of Reference - 4 points
- 2) Proposed Methodology & Work Plan for Project Execution- 6 points
- 3) Proposed Technology for Central Market -10 points

S. NO.	CRITERIA	DESCRIPTION	ADVANTAGES	Remarks
1	Technology			
2	Space Optimization			
3	Capital Investment			
4	Ease of Installation			
5	Construction Time			
6	Reliability			
7	Security			
8	Life cycle **			
9	Maintenance cost			
10	Operational Cost			

\*\* Also, provide the details regarding the Life Cycle of Proposed Technology with respect to –

- a) Can the same technology will be continued for further extended period, whether Yes / No.
- b) if yes, how many years and Cost required at the end of Life Cycle.

Note: A technical presentation shall be required to be given by the Bidder of the above technical submission to a panel of experts.

## APPENDIX XII- FINANCIAL BID FORM

Ref.:

Date:

To,

**Managing Director,  
Mangaluru Smart City Ltd  
MCC Office, MG Road, Lal Bag  
Mangaluru 575 003**

**Sub: Financial bid for Redevelopment of Central Market & Fish Market at Mangaluru on DBFOT Basis**

Sir,

Having visited the site, examined the local conditions, investigations and the bid documents, we the undersigned offer to construct new Central Market with all infrastructures and Commercial Complex proposed by you at the above location, in full conformity with the said bid documents and in accordance with the terms and conditions of the Contract including bye laws and zoning regulations in place.

If our bid is accepted, we undertake to commence the construction of Central Market and the Commercial Complex and to ensure its completion within the time limit stated in the-bidding documents.

We agree to abide by this bid, which consists of this letter and attachments hereto, for a period 120 days from the date of opening of Financial Bid, and it shall remain binding on us and may be accepted by you any time before the expiration of that period.

I/ We offer a Bid Security of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to the Authority in accordance with the RFQ cum RFP Document.

The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.

I/ We hereby submit the following Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement:

We offer to pay an annual concession fee of Rs. \_\_\_ \_ \_ ( Rupees\_ \_\_\_\_\_ only), which shall be paid in annual installments, starting from the commercial operations date (COD) or at the end of scheduled construction date, whichever is earlier, with an annual escalation of CAGR of 5% for a period of 27 years of Concession as specified in RFQ cum RFP clause 4.9.2.

The annual payable amount will be more than the minimum reserve value of Rs. 70, 00, 000 (Rupees Seventy Lacs only) per annum (for 1<sup>st</sup> installment only), the 'quoted & escalated @5% per annum annual amount for each year, till end of concession period.

We further agree to pay all levies, taxes over and above the quoted concession fee, as shall be applicable from time to time.

We also agree to pay Rs 1, 50, 00, 000 (Rs One Crores Fifty Lakhs) as fixed premium, in 3 equal annual installments of Rs 50 Lakhs each, during 1<sup>st</sup> three years of construction period, starting from within 7 days of the date of signing of concession agreement.

If MSCL does not accept our offer, the bid security paid by us shall be returned to us without interest. If our offer is accepted and we fail to pay the premium in the manner specified in the bid documents the bid security shall stand absolutely forfeited to the MSCL, which will then be free to proceed further in any manner it thinks fit.

Until final contract is prepared and executed between us, this bid shall constitute a binding contract between us.

I/We have gone through the RFQ cum RFP document, draft of "Concession Agreement".

I/We agree to the terms and conditions specified therein and shall seek no further modifications thereto. We further agree to execute the Concession Agreement within sixty days from the issue of letter of award in compliance with the Concession Agreement.

Date this \_\_\_\_\_ day of \_\_\_\_\_ 2020

Signature \_\_\_\_\_

In the capacity of \_\_\_\_\_

Duly authorized to sign this bid for and on behalf of-----

(Name and Address of the bidder) -----

## **Implementation guidelines**

The Central Market shall be planned and designed with efficient floor areas, wide column spans/ spacing, adequate/ higher floor heights with good circulation area to meet with the requirements as laid in this Concession Agreement and meeting the stipulations of National Building Code and Zonal regulations of Mangaluru.

The first step, which the Concessionaire shall be required to adhere, is the submission of Conceptual drawings for all components for approval of Design Approval Committee of MSCL, followed by detailed plans, designs and drawings of the planned facility. This shall also include the floor wise plans, cross sections, elevations, working drawings, layout of all type of services to be provided for the development and implementation of the Central Market Cum Commercial Complex. This shall be followed by arranging approval of Competent Authority under Applicable laws. The Design Approval Committee of MSCL assisted by the PMC team shall approve the construction drawing for building work, service and facilities. The Concessionaire shall have the right to plan, design and build the Commercial Complex with separate entry, exit in compliance with the development controls/ Zonal Regulations as per the Specifications and Standards specified in this document. The Design Approval Committee shall also approve the overall exterior/ façade of the Project.

The Concessionaire shall construct the Complex and related public amenities as stated in the respective Schedules, within a period of 36 (Thirty-six) months, from the Date of signing of Concession Agreement and should be ready to use in all respect.

The Concessionaire shall ensure that the Project is constructed and implemented in accordance with the approved design and in conformity to the local development control regulations/ zonal & environmental regulations. The scope of work shall include all the building works for Central Market structure, internal plumbing and sanitary services and installation, internal electrical services and installations/fitting, fire detection, fire alarm and fire-fighting system, Electrical Sub-station, Stand-by power system for essential services and security of public, HVAC system in specified areas, mechanical ventilation for toilets and related areas, public address system and CCTV surveillance security system, as per the Specifications and Standards mentioned in this document. It shall also include planning, development, providing and implementing utility services i.e. water supply distribution, storm water collection and disposal (including ground water re-charge system), sewage collection and disposal, solid waste collection and disposal along-with Municipal Services. The Concessionaire shall plan and construct adequate parking facility as per the norms specified in the Zonal Regulations of Mangaluru. Any work or service not specifically mentioned here or covered in this Schedule and other Schedules appended to this Concession Agreement but is complementary, essential and implied to consider the Project complete and to make the Project/ buildings functional and operational shall be deemed to have been included in the obligations of the Concessionaire to be executed as per relevant Standards and Good Industry Practice.



Considering the Proposed Capacity and the proposed Commercial area, the project cost has been arrived at. The details of indicative project cost are mentioned in table

**Rs. in Crore**

S. No.	Items	Estimated Project Cost (Rs crores)
<b>A</b>	<b>CONCESSIONAIRE COST</b>	
1	Civil Construction Cost	93.43
2	Escalation During Construction Period	4.78
3	Stamp Duty and Registration cost	2.25
4	Upfront Concession fee	1.50
5	Financing Cost @ % of debt	1.20
<b>6</b>	<b>IDC</b>	<b>10.88</b>
	<b>Estimated Landed Cost of Project</b>	<b>114.04</b>

The above project is envisaged to be set up under PPP mode and the concession period of the concessionaire is 30 years including 3 years for construction of the facility and 27 years for operation & Maintenance. Further it is proposed that the concessionaire shall pay the following fixed payment to MSCL as stated below:

- a. In consideration of the grant of concession , the fixed upfront concession fee payable by the concessionaire to authority shall be Rs. 50 (fifty) Lakhs per year during the first three years of the construction period totaling Rs. 1.50 (One crores fifty lakh) crores.

The concession fee, for each year, shall be paid in advance within 7 (Seven) days of the commencement of the each accounting year, for which it is due and payable.

- b. Annual Concession Fees for the first year, payable from 4<sup>th</sup> year, will be subject to minimum of Rs. 70,00,000 (**Rupees Seventy Lakhs Only**) shall be paid by the Concessionaire at start of COD date or completion of 3<sup>rd</sup> year, whichever is earlier. Further this will be realized on subsequent anniversaries of such a date. Any delays in payment of the Annual Concession Fees shall be dealt with as per the provisions of the Concession Agreement. The actual payable annual amounts shall be quoted escalated (@5%) amount.

## APPENDIX XIII - PROJECT OVERVIEW

Refer Volume III – Project Information Memorandum

Area Summary – Please refer PIM Article C: Indicative Project Facilities Pg. No.17-34

## APPENDIX XIV- FINANCIAL OBLIGATIONS

Table specifying Construction Performance Security and O & M Performance security in form of Bank Guarantee for the Project.

<b>Sr. No</b>	<b>Project</b>	<b>Estimated Project Cost (Rs Crores)</b>	<b>Construction Performance Security in the form of Bank Guarantee (Rs Crores)</b>	<b>O&amp;M Performance Guarantee in the form of Bank Guarantee (Rs Crores)</b>
1	Redevelopment of Central Market and Fish Market	114.04	5.7	1.5