

DEVELOPMENT OF ECO- RESORT AND YOGA RETREAT WITH A WELLNESS CENTER
BUILT ON THE PRINCIPLES OF NATUROPATHY THROUGH PUBLIC PRIVATE
PARTNERSHIP (PPP)

REQUEST FOR PROPOSAL

Volume I
March 2018

SHIVAMOGGA SMART CITY LIMITED
SHIVAMOGGA

Request for Proposal Document

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GLOSSARY

Authority	As defined in Clause 1.1.1
Bid(s)	As defined in the Disclaimer
Bidders	As defined in Clause 1.2.1
Bid Due Date	As defined in Clause 1.2.2
Bid Security	As defined in Clause 1.2.4
Concession	As defined in Clause 1.1.5
Concession Agreement	As defined in Clause 1.1.2
Concession Payment	As defined in Clause 1.2.6
Concessionaire	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.1.14
Government	Government of Karnataka
LOA	As defined in Clause 3.5.5
Member	Member of a Consortium
PPP	Public Private Partnership
Project	As defined in Clause 1.1.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposal	As defined in the Disclaimer
Selected Bidder	As defined in Clause 3.5.1

The words and expressions beginning with capital letters and defined in this document shall, unless the context otherwise requires, have the meaning ascribed thereto herein, shall, unless the context otherwise requires, have the meaning ascribed thereto therein.

DISCLAIMER

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

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

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage.

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

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this

RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason 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 Authority 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 Authority 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.

1. INTRODUCTION

1.1. Background

1.1.1 Shivamogga city is selected as smart city in second round of Smart City competition. In this context, Shivamogga City has incorporated a special purpose vehicle (SPV) 'Shivamogga Smart City Limited' to plan, design, implement, coordinate and monitor the smart city projects in Shivamogga. The Shivamogga Smart City Limited (hereinafter referred to as the "**Authority**" for the purpose of this RFP) intends to develop an eco-resort and yoga retreat with a wellness center built on the principles of naturopathy which would provide specialized drugless therapy through naturopathy and yoga based treatments, at a location which is in proximity of the bank river Tunga which is owned by the Shivamogga City Corporation.

The Authority intends to develop the Eco-resort and Yoga retreat with a Wellness center built on the principles of Naturopathy through Public Private Partnership (PPP) on a Build, Operate and Transfer ("**DBFOT**") basis (the "**Project**"), and has decided to carry out the bidding process for selection of the developer to whom the Project may be awarded.

1.1.2 The Selected Bidders shall incorporate an appropriate Special Purpose Vehicle (the "**SPV**") under the Companies Act, 2013 as such prior to execution of the concession agreement (the "**Concessionaire**"). The Concessionaire shall be responsible for design, engineering, finance, procurement, construction, operation, maintenance and transfer of the Project under and in accordance with the provisions of the draft concession agreement (the "**Concession Agreement**") in the form provided by the Authority as part of the Bidding Documents pursuant hereto. The Concessionaire would be required to execute the Concession Agreement with Shivamogga City Corporation/Shivamogga Smart City Limited. For the avoidance of doubt, for the purpose of execution of the Concession Agreement and the Project Shivamogga City Corporation shall be the Authority.

1.1.3 The scope of work will broadly include development of a commercial complex and operation and maintenance thereof during the tenure of the Concession Agreement.

1.1.4 The Project is proposed to be developed over an area of 15 acres.

1.1.5 The draft Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "**Concession**") enclosed as Volume II of this document.

1.1.6 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of work and

obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Authority.

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

1.2. Brief Description of Bidding Process

- 1.2.1. The Authority has adopted a single stage bidding process (the "**Bidding Process**") for selection of the Bidder for award of the Project and invites bids ("**Bid**") from eligible parties ("**Bidders**"), for the Project electronically in the unified e-procurement platform of the Government of Karnataka www.eproc.karnataka.gov. (hereinafter referred to as "**E-Procurement Website**") as well as in the physical mode which expression shall, unless repugnant to the context include the members of the Consortium for the Project in accordance with the terms of this RFP. The interested eligible Bidders may download the RFP document from the E-Procurement Website of the Government of Karnataka (GoK) viz., <https://eproc.karnataka.gov.in> and pay the processing fee in the E-Procurement website through e-payment service
- 1.2.2. The Bidders are requested to submit their Bids in accordance with the Bidding Documents. The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").
- 1.2.3. The Bidding Documents include the Request for Proposal and draft Concession Agreement for the Project. The Bidding Documents and any addenda issued subsequent to this RFP Document, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- 1.2.4. The Bidder shall furnish as part of its Bid, a Bid Security of Rs. 50,00,000/- (Rupees Fifty Lakhs Only) (the "**Bid Security**"), refundable not later than 60 (sixty) days from the Bid validity period except in the case of the highest Bidder. The Bidder shall furnish the Bid Security through E-Procurement Website, through any one of the following e-Payment options only.
1. Credit Card
 2. Direct Debit
 3. National Electronic Funds Transfer (NEFT)

4. Over the Counter (OTC) – designated ICICI Bank branches located across the country

Please note that payment submitted through cheque or demand draft shall not be accepted. Further details regarding e-Payment, can be obtained from the E-Procurement Website

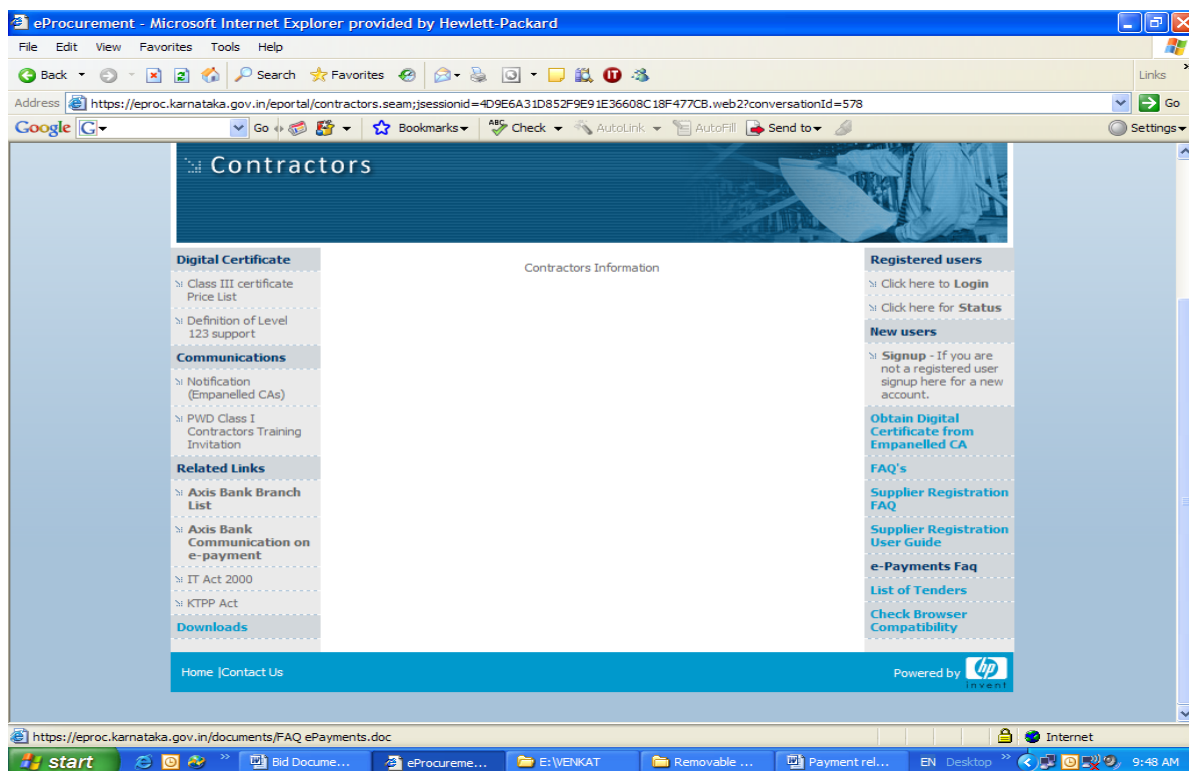
The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

The Bidder shall furnish the requisite Bid Security only through e-payment, in favour of The MANAGING DIRECTOR, SHIVAMOGGA SMART CITY LIMITED, SHIVAMOGGA.

The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at designated Bank

EMD amount will have to be submitted by the supplier/contractor taking into account the following conditions:

- a. EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt.'s central pooling account at Designated Bank until the contract is closed.
- b. The entire EMD amount for a particular tender has to be paid in a single transaction.



The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.2.5. During this Bid Stage, Bidders are invited to examine the Project in 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.

1.2.5 (A) Bidders would need to submit the following sets of documents as part of their Bid.

- a. “**Key Submissions**” to be submitted through E-Procurement Website as provided in Clause 2.11.
- b. “**Qualification Submission**” to be submitted through E-Procurement Website as provided in Clause 2.11.
- c. “**Technical Proposal**” to be submitted through E-Procurement Website. The format of the Technical Proposal is provided in **Appendix-IV** of this RFP.
- d. “**Financial Bid**” to be submitted only through E-Procurement Website. For the purpose of providing clarity on the Financial Bid to Bidders, a specimen for the Financial Bid is provided in **Appendix-V**.

1.2.5 (B) The evaluation of the Bid submissions would be carried out in the following four steps.

- a. The first step would involve a test of responsiveness based on the Key Submissions. Those Bids found to be substantially responsive would be evaluated in the next stage i.e. the Qualification Step.
- b. In the Qualification step, the information of the Bidders relating to their eligible experience comprising Technical Capacity and Financial Capacity (“**Qualification Criteria**”) would be evaluated as per Clause 3.3 of the RFP. Bidders who meet the Qualification Criteria would be considered for the evaluation of Technical Proposal.
- c. The Technical Proposal would be opened and evaluated by the Technical Evaluation Committee in accordance with provision of Clause 3.4 of the RFP. The Bidders who meet the Threshold Technical Score in the Technical Proposal would qualify for evaluation of their Financial Bid.
- d. The Financial Bid would be opened and evaluated to identify the Selected Bidder.

1.2.6. Financial Bids are invited for the Project on the basis of the concession payment (“**Concession Payment**”) offered by a Bidder for implementing the Project. The Concession Period is pre-determined, as indicated in the Concession Agreement. The Concession Payment shall constitute the sole criteria for evaluation of Bids. Subject to Clause 2.16, the Project will be awarded to the Bidder quoting the highest Concession Payment.

1.2.7. Generally, the Selected Bidder shall be the Bidder quoting the highest Concession Payment. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in this RFP, be invited to match the Bid submitted by the highest Bidder in case such highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the highest Bidder, the Authority may, in its

discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.

- 1.2.8. The Concessionaire shall be entitled to levy and charge a User Fee from users of the Project.
- 1.2.9. The details of the process to be followed in the Bid Process and the terms thereof are spelt out in this RFP.
- 1.2.10. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.11.3. The envelopes/ communication shall clearly bear the following identification/ title:

Queries/Request for Additional Information: RFP for “**Development of Eco-Resort and Yoga Retreat with Wellness Center Built on the Principles of Naturopathy through PPP framework**”.

1.3. Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

SI No	Event Description	Date
1.	Last date for receiving queries	12/04/2018 @ 11.00 AM
2.	Pre-Bid Conference	16/04/2018 @ 11.30 AM
3.	Bid Due Date	28/05/2018 @ 04.00 PM
4.	Opening of Technical Proposal	30/05/2018 @ 04.30 PM
5.	Opening of Financial Bid	To be intimated to Technically Qualified Bidders
6.	Issue of Letter of Award	To be intimated to the selected Bidder
7.	Bid Validity Period	180 days
8.	Signing of the Concession Agreement	30 days from the acknowledgement of LOA

Venue of Pre-bid Conference:

Shivamogga Smart City Limited
1st Floor, SN Market, Nehru Road,
Shivamogga - 577201, Karnataka

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.

2.1.2. a. The Bidder may be a single entity or a group of entities (the **Consortium**), coming together to implement the Project. The term Bidder used herein would apply to both a single entity and a Consortium. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Consortium. The term Bidder used herein would apply to both a single entity and a Consortium.

b. A single entity bidding for Project may be a Company¹ or partnership firm² or proprietorship firm³ or Trust⁴. If the Bidder is a Consortium then the all the members of the Consortium shall be Companies registered under the Companies Act, 1956/2013. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.20 below.

2.1.3. Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Concession Agreement for the Project shall have the meaning assigned thereto in the Concession Agreement.

2.1.4. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the 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 Concession Agreement.

2.1.5. The Financial Bid should be furnished in the format at **Appendix – V**, clearly indicating the bid amount in both figures and words, in Indian Rupees and signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the higher of the two shall be taken in to account.

¹ A company shall be incorporated under the Companies Act, 1956/2013 and should furnish certificate of incorporation and memorandum of association as proof of identity.

² A registered partnership firm should furnish registration certificate of the firm issued by the registrar of firms and the partnership deed executed between the partners as proof of identity.

³ A registered proprietorship firm should furnish copies of Telephone/Electricity/Mobile Bill, Pan, latest Income Tax Return indicating therein the name, residential address, registration certificate from the Registrar of the state, and copies GST Registration Certificate.

⁴ A Trust should furnish registered Trust Deed

- 2.1.6. The Financial Bid shall consist of a Concession Payment, to be quoted by the Bidder. The Concession Payment shall be payable by the Concessionaire to the Authority, as per the terms and conditions of this RFP and the provisions of the Concession Agreement.
- 2.1.7. The Bidder shall deposit a Bid Security as per Clause 1.2.4.
- 2.1.8. The Bid Security shall be refundable no later than 30 (sixty) days from the Bid Validity Period except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement.
- 2.1.9. The Bidder should submit a Power of Attorney as per the format at **Appendix – II**, authorising the signatory of the Bid to commit the Bidder.
- 2.1.10. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at **Appendix – III**.
- 2.1.11. Any condition or qualification or any other stipulation contained in the Bid submission shall render the Bid submission liable to rejection as a non-responsive Bid submission.
- 2.1.12. The Bid submission and all communications in relation to or concerning the Bidding Documents and the Bid submission shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- 2.1.13. The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority 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 Authority will not return any Bid or any information provided along therewith.
- 2.1.14. 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 forfeit and appropriate the Bid Security or Performance Security, as the case may be without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process.
- a. if such Bidder (or any constituent thereof) and any other Bidder(or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding

- in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is less than 25% of its paid up and subscribed capital; or
- b. a constituent of such Bidder is also a constituent of another Bidder; or
- c. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- d. such Bidder, or any Associate thereof, has a relationship with another Bidder any Associate thereof, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bid of either or each of the other Bidder; or
- e. 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.

2.1.15. This RFP is not transferable.

2.1.16. Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.17. Where the Bidder is a single entity incorporated under the Indian Companies, Act 1956/2013, it may form a SPV. In case the Bidder is a Consortium, it shall comply with the following additional requirement:

- a. The number of members in a Consortium would be limited to three (3) members;
- b. subject to the provisions of 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 have an equity share of at least 26% in 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 qualification. Further, a member of a particular Bidder Consortium cannot be a member of any other Bidder Consortium applying for qualification;
- f. the parties to a Consortium shall form an appropriate SPV to execute Project if awarded to the Consortium; and
- g. Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "**Jt. Bidding Agreement**") for the purpose of submitting Bid. The Jt. Bidding Agreement

shall, inter alia:

- (i) convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently carry out all the responsibilities as Concessionaire in terms of the Project Development and Implementation, in case the Concession to undertake the Project is awarded to the Consortium;
- (ii) clearly outline the proposed roles and responsibilities of each member at each stage;
- (iii) commit the minimum equity stake to be held by each member; and
- (iv) Include a statement to the effect that all members of the Consortium shall, until Commercial Operation Date is achieved under the Concession Agreement, be liable jointly and severally for all obligations of the Concessionaire in relation to the Project.

(Note: A copy of the Jt. Bidding Agreement should be submitted along with the Bid as per format provided in **Annexure –VI of Appendix I**. The Joint Bidding Agreement entered into between the members of the Consortium should be specific to the Project and should fulfil the above requirements, failing which the Bid shall be considered non-responsive).

2.1.18. Any entity which has been barred by the Central/ State Government, or any entity controlled by them, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.

2.1.19. A Bidder/ Consortium Member should, in the last 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, nor been expelled from any project or contract nor have had any contract terminated for breach by such Bidder/ Consortium Member.

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

- (i) 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;
- (ii) 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;

- (iii) Bidders should demonstrate their Qualification Criteria in accordance with Clause 3.3 below; and
- (iv) In case the Bidder is a Consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.

2.2. Change in composition of the Consortium

Change in the composition of a Consortium will not be permitted by the Authority.

2.3. Shareholding Commitments

2.3.1. In case the Selected Bidder is a Consortium, the members of the Consortium whose experience will be evaluated for the purposes of this RFP, shall subscribe to at least 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV until 1st anniversary of the Commercial Operation Date (COD). The members of the Consortium shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the first anniversary of the COD. The Lead Member shall hold at least 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV throughout the Agreement Period. 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 thereunder. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.

Or,

In case the Selected Bidder is a single Entity, it shall hold at least 51% (fifty one per cent) of subscribed and paid up equity share capital of the SPV to implement the Project, until the 1st anniversary of the COD and hold at least 26% (twenty six per cent) of subscribed and paid up equity share capital of the SPV until end of the Agreement Period.

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 qualification under and in accordance with the RFP, the Bidder shall inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement, 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 Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.4. Cost of Bidding

2.4.1. 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 Authority 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, 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. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the 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 thereunder;
- e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 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; and

f. 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 on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to 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. Right to accept and to reject any or all Bids

2.6.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.6.2. 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, the 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 shall be disqualified / rejected. If such disqualification / rejection occurs 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 Bids in accordance with Clause 3.5.3 and 3.5.4; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.6.3. 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 Authority, that one or more of the 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 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 RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder,

without the Authority being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

- 2.6.4. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

B. DOCUMENTS

2.7. Contents of the RFP

- 2.7.1. This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

a. Invitation for Bids

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

Appendices

Key Submissions and Qualification Submissions

I. Letter of Bid

Annexures

- I. Details of Bidder
- II. Technical Capacity of the Bidder
- II A Format for Certificate from Statutory Auditor for Technical Capacity
- III. Financial Capacity of the Bidder
- III A Format for Certificate from Statutory Auditor/Independent Auditor for Financial Capacity of the Bidder
- IV. Format for Certificate from Statutory Auditor/Independent Auditor for Associate
- V. Statement of Legal Capacity
- VI. Joint Bidding Agreement

II. Power of Attorney for signing of Bid

III. Power of Attorney for Lead Member of Consortium

Technical Proposal

IV. Technical Proposal

Financial Bid

V. Financial Bid

b. Draft Concession Agreement (Volume II)

The draft Concession Agreement (Volume II) to be provided by the Authority as part of the Bid Documents shall be deemed to be part of this RFP.

2.8. Clarifications

- 2.8.1. Bidders requiring any clarification on the RFP may notify the Authority in writing or by e-mail to the address provided in Clause 2.11.3. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within 15 (fifteen) days prior to the Bid Due Date. The responses will be uploaded on the E-Procurement Website without identifying the source of queries.
- 2.8.2. The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 2.8.2 shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.8.3. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders through E-Procurement Website. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9. Amendment of RFP

- 2.9.1. At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.9.2. Any Addendum thus issued hereunder will be published in E-Procurement Website and the published details will be binding on the participating Bidders.
- 2.9.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date and

Due Date for hard copy submission. Information about extension of the deadline will be published in E-Procurement Website vide corrigendum.

C. PREPARATION AND SUBMISSION OF BIDS

2.10. Format and Signing of Bid

2.10.1. The Bidder shall provide all the information sought under this RFP in electronic mode only. The Authority will evaluate only those Bids that are received in the required formats, within the stipulated time and complete in all respects. Incomplete and/or conditional Bids shall be liable to rejection.

2.10.2. All the documents of the Bid sought in physical mode under this RFP shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in indelible ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. The Bid shall contain page numbers and shall be bound together in hard cover.

2.10.3. All documents of the Bids submitted in electronic mode under this RFP shall be uploaded in E-Procurement Website: www.eproc.karnataka.gov.in using digital signature.

2.11. Sealing and Marking of Bid

2.11.1. The Bidder shall submit the Bid in the format specified in Clause 2.11.2.

2.11.2. The Bidder shall submit following documents in the electronic mode using their digital signatures in the respective slots in E-Procurement Website. The documents accompanying the Bid(s) submission shall include:

“Key Submissions”

- a. Letter of Bid in the prescribed format **Appendix i** along with Annexes and supporting documents;
- b. Power of Attorney for signing of Bid in the prescribed format (**Appendix ii**);
- c. Power of Attorney for Lead Member of Consortium in the prescribed format (**Appendix iii**);
- d. In case where the Bidder is
 - (i) A company registered under the Indian Companies Act, 1956/2013 Copy of Memorandum and Articles of Association,
 - (ii) A registered partnership firm Copy of a registration certificate of the firm issued by the registrar of firms and the partnership deed executed between the partners,

- (iii) A registered proprietorship firm ,Copies of telephone/electricity/mobile bill, PAN, latest income tax return indicating therein the name, residential address, registration certificate from the registrar of the state, and copies of service tax and central excise registration certificate.
 - (iv) A registered Trust ,Copies of Registered Trust Deed, registration certificate from the registrar of the state and other relevant documents.
- e. Applicant s or each Consortium Member s duly audited annual reports for the preceding three years.
 - f. If applicable, copy of the certificate from the Statutory Auditor/Independent Auditor for Associate; and
 - g. Jt. Bidding Agreement, in case of a Consortium in the prescribed format (**Annexure – VI of Appendix –I,**);

“Qualification Submission”

Technical Capacity of the Bidder provided at **Annex II of Appendix – I**, along with Certificate from statutory auditor/ independent auditor for Technical Capacity provided at **Annex II A of Appendix – I**.

Financial Capacity of the Bidder provided at **Annex III of Appendix – I**, along with Certificate from statutory auditor/ independent auditor for Financial Capacity provided at **Annex III A of Appendix - I**.

Certificate from statutory auditor/ independent auditor for Associate provided at **Annex IV of Appendix – I**, if applicable.

“Technical Proposal”

The Technical Proposal of the Bidders for the Project shall be submitted duly filled up by the Bidder in the format provided at **Appendix – IV** of this document.

“Financial Bid”

The Financial Bid of the Bidder shall be submitted in electronic mode only, to be filled up by the Bidder in the format made available on the E-Procurement Website. Any Financial Bid received in the physical form shall be considered as a non-responsive Bid and would be rejected.

2.11.3. The Bids shall be addressed to:

ATTN. OF: Managing Director

ADDRESS: Shivamogga Smart City Limited,
1st Floor, S.N Market, Nehru Road,
Shivamogga - 577201
Karnataka.

FAX NO:

E-MAIL ADDRESS -----

2.11.4. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.11.5. The Authority reserves the right to seek original documents for verification of any document submitted in electronic mode or any other additional document on opening of the Bids.

2.12. Bid Due Date

2.12.1. Bids should be submitted in electronic mode in E-Procurement Website on or before 16:00 hours IST on the Bid Due Date in the manner and form as detailed in this RFP.

2.12.2. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.12.3. The Authority reserves the right to seek original documents for verification of any of the documents or any other additional documents upon opening of the Bidding Documents.

2.13. Late Bids

Bids received by Authority through e-mode after the period specified in Clause 2.12 shall not be eligible for consideration and shall be summarily rejected as non-responsive.

2.14. Contents of the Bid

2.14.1. The Financial Bid submission shall be furnished in the format at **Appendix – V**. The Financial Bid shall consist of a Concession Payment, to be quoted by the Bidder. The Bidder shall specify (in Indian Rupees) the Concession Payment, offered by him, to undertake the Project in accordance with this RFP and the provisions of the Concession Agreement.

2.14.2. The Project will be awarded to the Bidder quoting the highest Concession Payment.

2.14.3. The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.14.4. The proposed Concession Agreement shall be deemed to be part of the Bid.

2.15. Modifications/ Substitution/ Withdrawal of Bids

2.15.1. The Bidder may withdraw its Bid after submission of the Bids electronically prior to Bid Due Date. No Bid can be withdrawn by the Bidder after the Bid Due Date.

2.15.2. 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 Authority, shall be disregarded.

2.15.3. No Bid may be withdrawn during the period after Bid Due Date and during Bid Validity Period. Withdrawal of a Bid during this period may result in the forfeiture of its Bid security, pursuant to Clause 2.20.6.

2.16. Rejection of Bids

2.16.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject all or any of the Bids and to annul the Bidding Process at any time without assigning any liabilities or any reason whatsoever. It is not obligatory for the Authority to accept any Bid or to give any reasons for their decision.

2.16.2. The Authority 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.

2.17. Validity of Bids

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date (“**Bid Validity Period**”). The Bid Validity Period may be extended by mutual consent of the respective Bidders and the Authority. Authority reserves the right to reject any Bid without assigning any reasons.

2.18. 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 Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority 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 Authority 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 Authority.

2.19. Correspondence with the Bidder

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

D. BID SECURITY

2.20. Bid Security

2.20.1. Authority 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 Authority as non-responsive save and except as provided in Clause 1.2.4 the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 30 (thirty) days from the Bid Validity Period.

2.20.3. Save as provided in Clause 1.2.4 and 2.1.8, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority.

2.20.4. The Selected Bidder's Bid Security will be returned, without any interest, upon the Bidder signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof.

2.20.5. The Authority shall be entitled to forfeit and appropriate the Bid Security as genuine pre-estimated compensation / damages to the Authority in any of the events specified in Clause 2.20.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will 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 Authority as genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:

- a. If a Bidder submits a non-responsive Bid;
- b. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- c. If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;
- d. In case, the Bidder fails to acknowledge the Letter of Award, and fails to fulfil conditions of the Letter of Award.
- e. In the case of Selected Bidder, if it fails within the specified time limit –
 - i) to sign the Concession Agreement and/or
 - ii) to furnish the Performance Security within the period prescribed therefore in the Concession Agreement; or
- f. In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

3. EVALUATION OF BIDS

3.1. Opening and Evaluation of Bids

- 3.1.1. The Authority shall open the Bids as per the Schedule of Bidding process specified in Clause 1.3, at the place specified in Clause 2.11.3 and in the presence of the Bidders who choose to attend.
- 3.1.2. The Authority will examine and evaluate the Bids in the manner set out in Clause 1.2.5 (B) and in accordance with the provisions set out in this Section 3.
- 3.1.3. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 3.1.4. Any information contained in the Bid shall not in any way be construed as binding on the Authority, 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.
- 3.1.5. The Authority 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.

3.2. Tests of responsiveness

- 3.2.1. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
 - a. it is received as per the format at **Appendix - I** and its Annexures;
 - b. it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
 - c. it is submitted as stipulated in Clauses 2.11;
 - d. It is signed, sealed, and marked as stipulated in Clauses 2.10 and 2.11.
 - e. it is accompanied by valid Bid Security;
 - f. it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.9 and 2.1.10, as the case may be;
 - g. it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
 - h. it provides information in reasonable detail. (“**Reasonable Detail**” means that, but for

minor deviations, non-material, non – conformities, the information can be reviewed and evaluated by Authority without communication with the Bidder). Authority reserves the right to determine whether the information has been provided in reasonable detail;

- i. it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.1.17(g);
- j. It is accompanied by the copy of receipt of payment towards the cost of the RFP;
- k. it does not contain any condition or qualification; and
- l. it is not non-responsive in terms hereof.

3.2.2. The Authority 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 Authority in respect of such Bid.

3.3. Evaluation of Qualification Criteria

3.3.1. The Bidder's competence and capacity is proposed to be established based on the Technical Capacity and Financial Capacity as set out in the table below.

Technical Capacity

The Bidder shall satisfy **any one** of the following criteria to qualify for further evaluation:

- (a) Should have developed three Eligible Projects where project cost of each eligible project shall be a minimum of Rs.5,00,00,000/- (Rupees FiveCrores Only). or
- (b) Should have developed a Eligible Project of project cost exceeding Rs. 25,00,00,000/- (Rupees Twenty Five Crores Only). or
- (c) Should have operated atleast three Eligible Projects where average annual revenues appropriated (in the last 3 financial years) from each Eligible Project was in excess of Rs.5,00,00,000/- (Rupees FiveCrores Only). or
- (d) Should have operated a single Eligible Project wherein average annual revenues appropriated (in the last 3 financial years) exceeded Rs.5,00,00,000/- (Rupees FiveCroresOnly).

For the purpose of this RFP

Definition of Eligible Project

- a) Wellness Centers/Resorts (Spa/yoga/Ayurveda/naturopathy/etc.)
- b) Hotels & Serviced apartments
- c) Resorts
- d) Amusement Park
- e) Convention Centers

Financial Capacity

- i. The Bidder shall have a minimum Net Worth (Financial Capacity) of Rs. 12,50,00,000/- (Rupees Twelve Crores Fifty Lakhs Only) as at the close of the preceding financial year.
- ii. The Bidder shall have minimum Average Annual Turnover of Rs. 15,00,00,000/- (Rupees Fifteen Crores Only) in the past three financial years before the Bid Due Date as per Audited Annual Reports.

Other Conditions

In computing the Technical Capacity and Financial Capacity of the Bidder/ Consortium Members, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.

For purposes of this 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, whether by operation of law or by contract or otherwise.

3.3.2. Supporting Documents to be submitted by the Bidder

- a. The Bidder should furnish the details of Eligibility Projects relating to Technical Capacity as per format at **Annex-II of Appendix - I**.
- b. The Bidders must provide the necessary information relating to Financial Capacity as per format at **Annex - III of Appendix – I**.

- c. The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the year in which the Bid is made.
- d. In case the annual accounts for the latest financial year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to the same effect and the statutory auditor/independent auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for three years preceding the year for which the Audited Annual Report is not being provided.

3.4. Evaluation of Technical Proposal

- 3.4.1. The Technical Proposal of all the Bidders who meet the Qualification Criteria will be evaluated.
- 3.4.2. The Technical Proposals would be evaluated on the parameters as set out in **Appendix-IV**. The Bidders would be required to make a presentation on their Technical Proposals to the Technical Evaluation Committee.
- 3.4.3. The Financial Bid of only those Bidders who achieve a minimum score of 70 marks (**“Threshold Technical Capacity”**) out of a total of 100 in the Technical Proposal would be considered for evaluation.

3.5. Selection of Bidder

- 3.5.1. The Financial Bid of the Bidders adjudged as responsive in terms of Clause 3.2.1, and who meet the Qualification Criteria, and who have scored equal to or more than Threshold Technical Capacity, shall be opened in the E-Procurement Website by the Tender Accepting Authority. The Bidder offering the highest Concession Payment to the Authority shall be declared as the selected Bidder (the **“Selected Bidder”**).
- 3.5.2. In the event that two or more Bidders quote the same amount of Concession Payment, (“Concession Payment” shall having the meaning as set forth in Clause 8.1 of the draft Concession Agreement) (the **“Tie Bidders”**), the Authority shall select the Bidder who has scored higher marks in the Technical Proposal.
- 3.5.3. 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 Selected 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 Selected 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 Selected Bidder.

- 3.5.4. 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 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.
- 3.5.5. After selection, a Letter of Award (the “**LOA**”) as per the format set out in **Appendix VI** shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected 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 Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.5.6. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Concession Agreement within the period of 30 (thirty) days and shall furnish to the Authority details about the SPV incorporated for the purpose of signing the Concession Agreement. The Selected Bidder shall not be entitled to seek any deviation in the Concession Agreement. The Selected Bidder shall submit to Authority at the time of signing of the Concession Agreement, a certificate from the legal counsel with respect to the authority of the SPV to enter into the Concession Agreement.
- 3.5.7. Failure of the Selected Bidder to comply with the requirements of Clause 3.5.6 shall constitute sufficient grounds for the annulment of the LOA, and forfeiture of the Bid Security. In such an event, the Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

3.6. Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority 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 Authority and/

or their employees/ representatives on matters related to the Bids under consideration.

3.7. Performance Security

- 3.7.1. The Selected Bidder shall furnish Performance Security of Rs. 2,50,00,000/- (Rs. Two Crores Fifty Lakhs Only) by way of an irrevocable revolving Bank Guarantee issued by a Nationalised Bank or a Scheduled Bank in India in favour of “The Commissioner, Shivamogga City Corporation, Shivamogga” simultaneously with signing of the Concession Agreement.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority shall reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, 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 Authority 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 therefrom, 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 Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any

manner whatsoever, whether during the Bidding Process or after the issue of the 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 Authority in relation to any matter concerning the Project;

- b. “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- c. “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d. “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority 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.

5. PRE-BID CONFERENCE

- 5.1 Pre-Bid conference of the Bidders shall be convened at the designated date, time and place. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder. RFP document can be downloaded from E-Procurement Website, without any charge.
- 5.2 During the course of Pre-Bid conferences, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Shivamogga shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b. consult with any Bidder in order to receive clarification or further information;
 - c. retain any information and/ or evidence submitted to the Authority 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 the Authority, 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.

APPENDIX – I:Letter of Bid

Dated:

The Managing Director
Shivamogga Smart City Limited
S.N Market, Nehru Road,
Shivamogga District – 577 201
Karnataka.

**Sub: Bid for Development of Eco-Resort and Yoga Retreat with Wellness Center Built on
the Principles of Naturopathy through PPP framework**

Dear Sir,

- 1 With reference to your RFP document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
- 2 All information provided in the Bid and in the Appendices is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the 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, finance, construction and operation & maintenance of the aforesaid Project.
- 4 I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
- 5 I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive 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 a 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 Bidding Documents, including any Addendum issued by the Authority.
 - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.1.14 of the

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 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority 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 Clause 4 of the RFP, 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.
- 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 Clause 2.6 of the RFP document.
- 9 I/ We believe that we/ our Consortium satisfy(ies) the Net Worth and meet(s) the requirements as specified in the RFP document and are/ is qualified to submit a Bid in accordance with the RFP document
- 10 I/ We declare that we/ any Member of the Consortium, are/ is not a Member of a/ any other Consortium submitting a Bid for the Project.
- 11 I/ We certify that in regard to matters other than security and integrity of the country, we 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 have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 13 I/ We further certify that we are not barred by the Central/ State Government, or any entity controlled by them, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.
- 14 I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.

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 guidelines referred to above, we shall intimate the Authority of the same immediately.

16 In an event the SPV is incorporated by a Consortium;

We acknowledge that all the members of the Consortium the members of the Consortium whose experience will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty six percent) or more of the paid up and subscribed equity of the SPV until 1st anniversary of COD. The 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 at all times until the 1st anniversary of COD. The Lead Member shall hold 26% (twenty six percent) throughout the Agreement Period.

or, in an event the SPV is incorporated by a single entity;

I/We acknowledge that the Selected Bidder shall hold at least 51% (fifty one percent) of subscribed and paid up equity share capital of the SPV to implement the Project, until the 1st anniversary of COD and at least 26% (twenty six percent) of subscribed and paid up equity share capital of the SPV thereafter throughout the Agreement Period.

17 I/ We understand that the Selected Bidder shall either be an existing company incorporated under the Companies Act, 1956 or shall incorporate itself under the Companies Act, 1956 prior to execution of the Concession Agreement.

18 I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to COD, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

19 I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

20 In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a

Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

- 21 I/We have studied all the Bidding Documents carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.
- 22 The Concession Payment has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP; draft Concession Agreement, our own estimates of costs and revenues and after a careful assessment of the site and all the conditions that may affect the Bid.
- 23 I/We offer a Bid Security of Rs. 50 lakhs (Rupees Fifty Lakhs Only) to the Authority in accordance with the RFP Document.
- 24 The Bid Security in the form of e-payment is attached.
- 25 The documents comprising the Bid, as specified in Clause 2.11 of the RFP, have been submitted in the manner set out in the RFP.
- 26 I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened.
- 27 I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
- 28 I/We agree and undertake to abide by all the terms and conditions of the RFP document.

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

Date: Yours faithfully,
(Signature of the Authorised signatory)

Place: (Name and designation of the of the Authorised signatory)
Name and seal of Bidder/Lead Firm

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/ these Project(s)]:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

4. Particulars of the Authorised 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 2.1.17 (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 (e)}	{Refer 2.1.17}	Percentage of equity in the Consortium {Refer Clauses 2.1.17 (a) & (d)}
1.				
2.				

Sl. No.	Name of Member	Role Clause (e) {Refer 2.1.17}	Percentage of equity in the Consortium {Refer Clauses 2.1.17 (a) & (d)}
3.			

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

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] Government, or any entity controlled by it, 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% (five per cent) of the contract value in a contract due to delay or has been penalised 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) 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).

Annex-II
Technical Capacity of the Bidder
(Refer to Clauses 3.3 of the RFP)

Member Code:

Item	Particulars of the Project
Title & nature of the project	
Entity for which the project was developed/ constructed	
Location	
Project cost (Rs. Crore)-(applicable for the development experience being claimed). Or Payments received (Rs.Crores)- (applicable for the construction experience being claimed). (Strike out whichever is not applicable)	
Date of completion/ commissioning of the Project	
Equity shareholding as on date of commissioning of the Project (applicable for the development experience being claimed)	
Whether credit is being taken for the of an for demonstrating Qualification Criteria from Associate (Yes/No)	

Instructions:

- Bidder shall submit Technical Capacity as per Clause 3.3.1.
- 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 3.3.1.
- A separate sheet should be filled for each project.

Member Code shall indicate NA for Not Applicable in case of Single Business Entity. For member of consortium the following abbreviation are suggested viz., LM for Lead Member and OM for Other Member.

- For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 65 (sixty five) 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.

Annex – II A
Technical Capacity of the Bidder
Format for Certificate from Statutory Auditor/Independent Auditor for Technical
Capacity
(On the Letterhead of the Statutory Auditor/Independent Auditor)

Date:

TO WHOMSOEVER IT MAY CONCERN

We have verified the relevant statutory and other records of M/s _____ [Name of the Single Business Entity/ Consortium Member], and certify the following:

S N o.	Name, Address of Project	Project /Payment Received Crores)	Cost (Rs.	Date of commissionin g of Project	Equity shareholding in the company as on date of commissioning (applicable for development experience)
1					
2					
3					

This certificate is being issued to be produced before Shivamogga Smart City Limited, Shivamogga for the “**Development of Eco-Resort and Yoga Retreat with Wellness Center Built on the Principles of Naturopathy through PPP framework**”.

Signature and Seal of the
Statutory Auditor/Independent Auditor clearly indicating his/her
Membership number

Annex-III
Financial Capacity of the Bidder
(Refer to Clauses 3.3 of the RFP)

(In Rs. crore)

Bidder type	Turnover			Net Worth
	Year 1	Year 2	Year 3	
Single entity Bidder / Lead Member				
Consortium Member 2				
Consortium Member 3				
TOTAL				

Name & address of Bidder's Bankers:

1. 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.
2. The Bidder should provide details of its own Financial Capability or of an Associate specified in Clause 3.3.
3. Member Code shall indicate NA for Not Applicable in case of Single Business Entity. For member of consortium the following abbreviation are suggested viz., LM for Lead Member and OM for Other Member
4. For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 65 (sixty five) 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.

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Bidder and its Associates where the Bidder is relying on its Associate's financials;
 - (b) be audited by a statutory auditor/independent 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 Worth shall mean
 - (a) For company = (Subscribed and Paid-up Capital + Reserves) - (Revaluation reserves + Miscellaneous expenditure not written off + Reserves not available for distribution to equity shareholders).

 - (b) For Partnership= Aggregate of partners' capital account + reserves – aggregate of drawings by partners – aggregate of advances to partners.

 - (c) For Proprietorship= Aggregate of proprietor's capital account + other reserves – aggregate of drawings (including advances) by proprietor + investment in bank

 - (d) For Trust = Fixed Assets + Current Assets + Investments + Cash and Bank balances – Current Liabilities - Provisions

3. Year 1 will be the latest completed financial year, preceding the Bid Due Date. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within three months of the close of the latest financial year, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the five years preceding its latest financial year.

4. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.1.17 (g) of the RFP document.

5. The Bidder shall also provide the name and address of the Bankers to the Bidder.

6. The Bidder shall provide an statutory Auditor's/ Independent Auditor's certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth of the RFP document.

Annex- III A

**Format for Certificate from Statutory Auditor/ Independent Auditor for Financial Capacity
of the Bidder**

(On the Letterhead of the Statutory Auditor/Independent Auditor)

Date:

We have verified the relevant statutory and other records of M/s _____ [Name
of the Single Business Entity/Consortium Member], and certify that the Net Worth is Rs
_____ Crores (Rupees _____ Crores) and Annual Turnover is as set out below:

Turnover		
Year 1	Year 2	Year 3

This certificate is being issued to be produced before Shivamogga Smart City Limited,
Shivamogga for the '**Development of Eco-Resort and Yoga Retreat with Wellness
Center Built on the Principles of Naturopathy through PPP framework**' project.

Signature and Seal and registration
number of Statutory Auditor/
Independent Auditor

Annex -IV
Format for Certificate from Statutory Auditor/ Independent Auditor for Associate

(On the Letterhead of the Statutory Auditor/Independent Auditor)

Date

TO WHOMSOEVER IT MAY CONCERN

We have verified the relevant statutory and other records of M/s _____-(Name of Bidder) and M/s _____ and certify that M/s _____ is an Associate as defined in the RFP Document issued by Shivamogga Smart City Limited, Shivamogga for the '**Development of Eco-Resort and Yoga Retreat with Wellness Center Built on the Principles of Naturopathy through PPP framework**' project.

The details of the shareholding are as follows:

- 1.
- 2.
- 3.

This certificate is being issued to be produced before Shivamogga Smart City Limited, Shivamogga, for the '**Development of Eco-Resort and Yoga Retreat with Wellness Center Built on the Principles of Naturopathy through PPP framework**' project.

Signature and Seal
and registration number of
Statutory Auditor/Independent Auditor

ANNEX-V
Statement of Legal Capacity

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

Ref. Date:

To,
The Managing Director
Shivamogga Smart City Limited
S.N Market, Nehru Road,
Shivamogga – 577 201
Karnataka

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the 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 RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

Authorised Signatory For and on behalf of

*Please strike out whichever is not applicable.

ANNEX-VI
Joint Bidding Agreement
(Refer Clause 2.1.17)

(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, 1956/2013} 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, 1956/2013} 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, 1956/2013 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 and, THIRD PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

- A. _____, established under the _____, represented by its _____ and having its principal offices at _____] (hereinafter referred to as “the Authority” 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 Proposal dated(the “RFP”) for selection of bidders for

♣ The number of Parties will be shown here, as applicable, subject however to a maximum of 3 (three).

“Development of Eco-Resort and Yoga Retreat with Wellness Center Built on the Principles of Naturopathy through PPP framework” (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 RFP document and other bid documents in respect of the Project, and
- C. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. PURPOSE

The above recitals form an integral part of this Agreement. This Agreement is being entered into by the Parties to suitably complement and supplement the technical, financial and managerial capabilities/capacities of each other for the submission of the bid in terms with the RFP Document in the name of the Consortium and upon the bid being accepted and the letter of acceptance (“LOA”) being issued in favour of the Consortium naming the Consortium as the Selected bidder for the Project by Shivamogga Smart City Limited, Shivamogga, to implement the same through a special purpose vehicle (“SPV”) to be incorporated by the Consortium in terms of the RFP Document and draft Concession Agreement.

3. Consortium

- 3.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 3.2 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.

4. Mutual Covenants

- 4.1 The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “SPV”)

under the Indian Companies Act 2013 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Contractor in terms of the Concession Agreement for the Project.

- 4.2 The Parties shall fully cooperate with each other with respect to the Project and act at all times in such a way as to further the common interests of the Parties. Without limiting the foregoing:
- 4.3 In no event shall the Parties consider this Agreement to be, or in any way act as though it were, a corporation, partnership or any other form of entity having any independent legal personality whatsoever.
- 4.4 Neither Party shall be deemed to be a representative, an agent or an employee of the other Party for any purpose whatsoever.
- 4.5 Neither Party shall be liable to the other for any indirect and/ or consequential damages as well as loss of production, loss of overheads or profits in any manner or form arising from the execution of this Agreement , irrespective of whether such liability may be based on contract, tort (including negligence) or otherwise.
- 4.6 The Parties undertake to indemnify, defend and hold the other Party/ Parties harmless against any and all proceedings, actions and, third party claims for loss, damage and expense of whatever kind and nature arising out of the execution of the Project or arising out of a breach by such Party of any of its obligations under this Agreement.
- 4.7 This Agreement is personal to the Parties hereto and neither Party shall assign their respective rights, benefits and obligations hereunder except as otherwise expressly prior agreed to in writing by the other Party.

5. CO-OPERATION IN GOOD FAITH

- 6.1 The Parties hereby agree to co-operate and act in good faith, fairness and equity as between themselves. The intention of the Parties in entering into this Agreement is to synergise and exploit each other's experience & expertise in the respective fields for mutual benefit. The Parties shall assist each other and utilize their expertise, experience and knowledge as may be necessary, for the successful implementation and completion of the Project.
- 6.2 The Parties therefore undertake to extend the fullest co-operation to each other and furnish all the information, documents whatsoever required by City Municipal Council for and to ensure successful submission of the Bid.

6. PROJECT SITE EXECUTION PLAN

- 7.1 Upon the Consortium being awarded the Project, the Parties shall incorporate a special purpose vehicle being a company within the meaning of the Companies Act, 2013 (the "SPV"), which shall enter into the project agreement(s) including the Concession Agreement (the "CA") with the Shivamogga City Corporation and the Consortium shall take up the responsibilities for the execution of the Project in terms of the CA.
- 7.2 All internal expenses shall be borne by the respective Parties. However, it is clarified that the Parties shall share all costs including but not limited to all pre bid costs, costs towards the guarantees, securities etc. in a mutually agreed proportion.
- 7.3 _____, _____ and _____ as the three Consortium members shall be liable jointly and severally for execution of the Project in accordance with the terms of the DCA/RFP Documents.

7. 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 Concession Agreement when all the obligations of the SPV shall become effective;
- b) {Party of the Second Part shall be _____ and}
- c) {Party of the Third Part shall be _____ }

8. 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 RFP, RFP and the Concession Agreement.

9. Shareholding in the SPV

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

First Party:

Second Party:

{Third Party :}

The Parties undertake that all the members in the consortium shall hold at least 26% (twenty six percent) of shareholding in the SPV throughout the Concession Period.

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

10. Representation of the Parties

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

- a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the 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 organisational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or

prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- 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 fulfillment of its obligations under this Agreement.

11. 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 pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

12. EXCLUSIVITY

- 12.1 The Parties represent and warrant that other than this Consortium, neither Party is directly or indirectly participating in the bidding of this Project or any other Project invited along with this Project, either as a sole bidder or in association with any other person.
- 12.2 The Parties shall co-operate throughout the duration of this Agreement on an exclusive basis.
- 12.3 The provisions of this Clause 12 shall survive the termination/expiry of this Agreement.

13. CONFIDENTIALITY

Parties agree and undertake that any and all information including but not limited to technical data, specifications, financial & business related details etc. (hereinafter referred to as “**Confidential Information**”) that may be disclosed by one Party (hereinafter referred to as “**Disclosing Party**”) to the other Party (hereinafter referred to as “**Receiving Party**”), shall be maintained as strictly confidential by the Receiving Party and shall not be disclosed by the Receiving Party to any person, firm or corporation without the prior written consent of the Disclosing Party.

- 13.1 The provisions of Clause 13 shall not apply to the Confidential Information which;

- (i) at the time of the disclosure by the Receiving Party, is in the public domain provided that the Confidential Information shall not be deemed to be generally available to the public by reason only that it is known to only a few of those people to whom it might be of commercial interest and a combination of two or more items of the Confidential Information shall not be deemed to be generally available to the public by reason only of each of separate item being so available; or
- (ii) after such disclosure becomes generally available to the public other than by reasons of breach of this Agreement ; or
- (iii) was lawfully in the Receiving Party's possession prior to such disclosure, as evidenced by its written records; or
- (iv) becomes available to the Receiving Party on a non-confidential basis from a source other than from the Disclosing Party, provided that such source is not to the Receiving Party's knowledge bound by a confidentiality agreement or other legal or fiduciary obligation of secrecy to the Disclosing Party; or
- (v) is explicitly approved for release by a written authorization of the Disclosing Party; or
- (vi) is required to be disclosed by the Receiving Party to a court of competent jurisdiction or any appropriately empowered governmental agency. As soon as any such SSCL makes such a demand/order, then, in good faith, the Receiving Party shall inform the Disclosing Party by giving an immediate notice.
- (vii) The Parties further agree that this Agreement shall also be treated as Confidential Information.
- (viii) The provisions of this Clause 13.1 shall survive the termination/expiry of this Agreement.

14.0 PRECEDENCE OF RFP DOCUMENT

The Parties agree and undertake to comply with all the requirements as per the RFP Document. In case of any conflict between the provisions of the RFP Document and this Agreement, the provisions of the RFP Document shall prevail. The Parties further agree that to the extent such provisions of the RFP Document, as are required to be included in this Agreement but not included herein, the same shall be deemed to be incorporated and forming a part of this Agreement .

15.0 ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement and understanding between the Parties hereto with respect to the subject matter and supersedes all prior agreement and understanding between the Parties for the Project , whether express or implied. No amendment to this Agreement shall be valid and binding on the Parties unless the same is in writing and duly signed by authorized signatory of the respective Parties. ____, ____ and ____agree and undertake to amend the Agreement to the extent the

provisions/requirements of the RFP Document need to be incorporated in the Agreement for the purpose of successful submission of the Bid.

16.0 GOVERNING LAW & COMPETENT JURISDICTION

This Agreement shall be subject to and construed in accordance with the laws of India. Subject to Clause 17 below of this Agreement, the Parties hereby submit for all purposes in connection with this Agreement to the exclusive jurisdiction of the courts in Shivamogga, Karnataka. This Clause 16 shall survive the expiry of this Agreement.

17.0 DISPUTE RESOLUTION

The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996 or any statutory modification or re-enactment thereof for the time being in force (the "Arbitration Act"). Either Party to the dispute shall be entitled to apply to the appropriate court in Shivamogga, India for interlocutory relief in respect of or during the course of the arbitration. The arbitration shall be held at Shivamogga in the following manner:

- (a) All proceedings in any such arbitration shall be conducted in English.
- (b) There shall be three (3) arbitrators, all of whom shall be fluent in English. Within fifteen (15) days of the reference of the dispute to arbitration, the Party raising the dispute and making the reference to arbitration shall appoint one arbitrator and the other Party shall appoint the other arbitrator. The third arbitrator shall be appointed by the two (2) appointed arbitrators within thirty (30) days of the appointment of the last arbitrator.
- (c) The arbitration award made by all or a majority of the arbitrators shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly.
- (d) The provisions of this Clause shall survive the termination of the Agreement.

18.0 VALIDITY OF THE AGREEMENT

18.1 This Agreement and all the provisions hereof shall automatically be terminated on the date of the occurrence of the earliest of any one of the following events:

- (a) The Bid of the Consortium being rejected by SSCL;
- (b) Any Party is declared as insolvent by a court of competent jurisdiction; or
- (c) The Project being cancelled by SSCL;
- (d) Upon the setting up of the SPV and entering into the shareholders agreement between the Consortium members.

18.2 The validity of the Agreement may be suitably extended by such period(s) as may be mutually agreed between the Parties in writing.

19. Applicable Law

This Joint Bidding Agreement shall be governed by laws of India.

20. Amendment

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

- 1.
- 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the 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 – 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 authorise 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 the **Development of Eco-Resort and Yoga Retreat with Wellness Center Built on the Principles of Naturopathy through PPP framework**, proposed by the Shivamogga Smart City Limited, Shivamogga(the “**Authority**”) including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

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

For _____
(Signature)
(Name, Title and Address)

Witnesses:

1

2

Accepted
(Signature)
(Name, Title and Address of
the Attorney)

[Notarised]

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.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

APPENDIX – III: Power of Attorney for Lead Member of Consortium

Whereas the Shivamogga Smart City Limited, Shivamogga (“the **Authority**”) has invited Bids from qualified parties for the **Development of Eco-Resort and Yoga Retreat with Wellness Center Built on the Principles of Naturopathy through PPP framework** (“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 Proposal 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, _____ having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise 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 authorise 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 applications, Bids and other documents and writings, participate in Bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Bid for the Project and/ or upon award thereof till the 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 lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

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

For _____
(Name & Title)

For _____
(Name & Title)

For _____
(Name & Title)

Witnesses:

1

2

(Executants)

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX – IV: Parameters for Evaluation of the Technical Proposal

The Bidder should furnish the following as part of their Technical Proposal for the Project.

a. Project Appreciation

Under this item, the Bidders should provide a brief description of their understanding of the Project.

b. Concept Plan and Drawings

The Bidders should provide the following drawings as a part of their Technical Proposal.

i. Concept Plan for the Project including the following:

- a. All floor plans of the buildings including basement levels
- b. Facilities planned along with area statements for the same (including parking facilities)
- c. Key sectional views
- d. All elevations
- e. Overall 3D/ Perspective Drawings of the buildings

ii. Landscape Design Concept

iii. Circulation Plan for the Project clearly setting out pattern for

- a. pedestrians,
- b. private vehicles, and

iv. Location of Services- Power Supply, Drainage, Water Supply etc

c. Implementation Plan & Method Statement

The Bidders should provide their plan for implementation of the Project and the method statement for the same.

d. Presentation to the Tender Scrutiny Committee

Bidders should submit a soft copy (in a non-rewritable CD) and a hard copy of their presentation on their Technical Proposal to be made to the Tender Scrutiny Committee. The same shall be deemed to form a part of the Technical Proposal.

The Technical Proposal submitted by the Bidders would be evaluated based on the parameters set out in this Appendix. The Technical Proposal submitted by the Bidders would form the basis for the Design Requirements, and would form part of the Concession Agreement.

Financial proposals of Bidders who score more than 70 marks in this Technical Proposal would be further evaluated and the Bidders scoring less than 70 marks will be disqualified and their financial proposal shall not be opened.

The Technical Proposal of the Bidders would be evaluated for acceptability based on the parameters set out below:

	Project Category (A)	Project Experience (B)	Marks allotted	
TECHNICAL CAPACITY	I.	Developed atleast three Eligible Projects where project cost of each eligible project was in excess of Rupees Five Crores Or	Marks for meeting the Technical Capacity' as per any one of the Project Categories mentioned in Column (A)	25
	II.	Developed a single Eligible Project of project cost exceeding Rupees Twenty Five Crores Or		
	III.	Operated atleast three Eligible Projects where average annual revenues appropriated (in the last 3 financial years) from each eligible project was in excess of Rupees Five Crores Or		
	IV.	Operated a single Eligible Project wherein average annual revenues appropriated (in the last 3 financial years) exceed Rupees Five Crores		
		The Bidder shall be allotted 3 marks for every 'additional Eligible Project' belonging to any of the four Project Categories mentioned above	Marks for additional projects as per any one of the Project Categories mentioned in Column (A)	15
	Maximum marks allotted for Technical Capacity			40
FINANCIAL CAPACITY		Average Annual Turnover in the past three financial years before the Bid Due Date as per the Audited Annual Reports		
		Below Rs. 20 crore		No marks
		Rs.20 crore – Rs.50 crore		5
		Above Rs.50 crore – Rs.100 crore		7.5
		Above Rs.100 crore		10
		Net Worth in the preceding financial year before the Bid Due Date as per the audited		

	Project Category (A)	Project Experience (B)	Marks allotted	
		annual report:		
		Below Rs. 12.50 crore		No marks
		Rs.12.50 crore – Rs.15 crore		5
		Above Rs.15 crore – Rs.18.00 crore		7.5
		Above Rs.18.00 crore		10
		Maximum marks allotted for Financial Capacity		20
		Bidders who meet both Technical and Financial Capacity may be invited for presentation wherein marks shall be assigned as under:		
		Project Development Plan		25
		Project Team Capability		10
		Activity and time scheduling		5
		Maximum marks allotted for Presentation		40
		Total		100

The Bidders should demonstrate that their Proposals adhere to the SUDA byelaws.

* The exact number of parking bays provided for the Project facility shall be clearly mentioned in the Technical Proposal.

Note: The Bidder shall submit hard copy and soft copy of the power point presentation, along with the Technical Proposal.

APPENDIX – V: Specimen of Financial Bid

Please refer e-Portal for Financial Bid

Appendix – VI
Format for Letter of Award

_____th _____ 20__

The Managing Director
Shivamogga Smart City Limited
S.N Market, Nehru Road,
Shivamogga – 577 201
Karnataka

Bidder Name and Address

Kind Attn: Mr. _____

Sub: Letter of Award for the “Development of Eco-Resort and Yoga Retreat with Wellness Center Built on the Principles of Naturopathy through PPP framework”

Dear Sir,

1. We refer to your Bid dated _____ in response to our Request for Proposal (RFP) for the **“Development of Eco-Resort and Yoga Retreat with Wellness Center Built on the Principles of Naturopathy through PPP framework”** (“the Project”).
2. We are pleased to inform that your Financial Proposal comprising Concession Payment of Rs. _____ (Rs. _____) has been accepted and you have been declared as the Selected Bidder for the **“Development of Eco-Resort and Yoga Retreat with Wellness Center Built on the Principles of Naturopathy through PPP framework”** for Shivamogga City Corporation, Shivamogga”.

Please note that our acceptance of your Bid is subject to the following terms and conditions:

- (a) In terms of Clause 1.1.2 of the ITB, you are required to set up a Special Purpose Vehicle (SPV) duly incorporated under the Companies Act 2013. The constitution of such company should comply with the conditions of shareholder commitments mentioned in the ITB.
- (b) Execution of the Concession Agreement with Shivamogga City Corporation, Shivamogga in accordance with the conditions set out in the ITB.
- (c) In terms of the RFP and Concession Agreement, you are required to make/furnish Performance Security, as per the provisions of Clause 3.7 of the RFP in the form of an irrevocable bank guarantee of for a value of Rs. _____/- (Rupees

_____ Only) in the manner provided in the Concession Agreement to SSCL prior to or at the time of signing of Concession Agreement.

- (d) In terms of the RFP and Concession Agreement you are required to submit a certificate from the legal counsel with respect to your authority to enter into the Concession Agreement.

Kindly note, that this communication by itself does not create any right or contractual relationship with SSCL. Any such right or relationship shall come into effect only on your fulfilling the above said conditions and execution of the Concession Agreement.

Please acknowledge this letter within 7 (seven) days of receipt of the same and indicate a suitable date for execution of the Concession Agreement which shall in no case, be later than 30 (thirty) days from the date of your acknowledgement for this Letter of Award.

Yours faithfully,

For Shivamogga Smart City Limited, Shivamogga