

**REQUEST FOR PROPOSAL FOR DESIGN,  
BUILD, FINANCE, OPERATE & TRANSFER  
OF MULTI LEVEL CAR PARKING (MLCP)  
AT HAMPANKATTA IN MANGALURU**

**VOLUME I**

**REQUEST FOR PROPOSAL**

**MARCH 2018**

**MANGALURU SMART CITY LIMITED**

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## 1. NOTICE INVITING REQUEST FOR QUALIFICATION CUM PROPOSAL

### **Mangaluru Smart City Limited (MSCL)**

#### **CONSTRUCTION OF MULTI LEVEL CAR PARKING (MLCP) CUM RETAIL SPACE AT HAMPANKATTA IN MANGALURU As Part Of SMART CITY DEV PLAN Karnataka, India on DBFOT basis**

Mangaluru Smart City Limited (MSCL), a special purpose vehicle (SPV) company is formed by Karnataka State Government, as per guide lines of the Smart city mission (SCM) of the ministry of Urban Development (MoUD), Government of India (GOI), for the Construction and Development of Infrastructure in the City.

Government of Karnataka proposes CONSTRUCTION OF MULTI LEVEL CAR PARKING (MLCP) with retail space at HAMPANKATTA IN MANGALURU, Karnataka. Mangaluru Smart City Limited (MSCL) is the nodal agency for the project.

In order to meet the parking needs of the area, it is proposed to have a MULTI LEVEL CAR PARKING (MLCP) facility using modern technology to accommodate at least 200 ECS at Hampankatta, Mangaluru. Mangaluru City Corporation (MCC), Government of Karnataka (GOK) has earmarked a land plot at Hampankatta, of area approximately 2.01 acres for CONSTRUCTION OF MULTI LEVEL CAR PARKING (MLCP) under PPP mode.

The CONSTRUCTION OF the project is on Design-Build-Finance-Operate and Transfer (DBFOT) basis under which the concessionaire/developer will Design, Finance, Construct, Maintain and Operate the project.

#### **For further details please contact**

The Managing Director,  
Mangaluru Smart City Limited (MSCL)  
MCC Building, MG Road  
LalBagh, Mangaluru-575003  
Dakshinna Kannada, Karnataka.  
Tel: 0824-2986321, Web: E-Mail: smartcitymangaluru@gmail.com,

## Disclaimer

1. Though adequate care has been taken in the preparation of this RFQ cum RFP Document (Volumes I and II), the Bidder should satisfy himself that the Document is complete in all respects including its legal validity.
2. Neither Mangaluru Smart City Limited (MSCL) nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFQ cum RFP (Volumes I and II) and it is not possible for Mangaluru Smart City Limited (MSCL) to consider the investment objectives, financial situation and particular needs of each party who reads or uses this document. Each prospective Bidder should conduct his own investigations and analysis and check the accuracy, reliability and completeness of the information in this RFQ cum RFP and obtain independent advice from appropriate sources.
3. Neither Mangaluru Smart City Limited (MSCL) nor their employees or consultants will have any liability to any prospective bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFQ cum RFP, any matter deemed to form part of this RFQ cum RFP, the award of the Project, the project information and any other information supplied by or on behalf of Mangaluru Smart City Limited (MSCL) UP, or their employees, any consultants or otherwise arising in any way from the selection process.
4. Mangaluru Smart City Limited (MSCL) reserves the right to reject any or all of the proposals submitted in response to this RFQ cum RFP at any stage without assigning any reasons whatsoever.
5. Mangaluru Smart City Limited (MSCL) reserves the right to change any or all of the provisions of this RFQ cum RFP prior to Proposal Due Date. Such changes would be intimated to all the parties being issued this RFQ cum RFP.
6. Mangaluru Smart City Limited (MSCL) reserves the right to change, modify, add to or alter the Selection Process including inclusion of additional evaluation criteria at later stage, which in no event shall be later than the Proposal Due Date. Any change in the Selection Process shall be intimated to all concerned parties.

## RFQ cum RFP DOCUMENT

### Schedule of Bidding Process

1. Last date for receipt of queries	<b>09.04.2018 at 17:30hrs</b>
2.Date and time of pre-bid conference	<b>16.04.2018 at 16:00 hrs</b>
3.Last date& time for submission of Tender	<b>18.05.2018 at 17:30hrs</b>
4.Date and time Opening of Technical Bid	<b>19.05.2018 at 17:30hrs</b>
5.Date and time Opening of Financial Bid	<b>22.05.2018 at 17:30hrs</b>

## Proposal Data Sheet

S. No.	Key information	Details
1	Name of the Project	Development of Multi-Level Car Parking on D.B.F.O.T. at <b>Hampankatta, Mangaluru</b>
2	Location of Project	<b>Hampankatta, Mangaluru</b>
3	Name and Address of the Authority	Mangaluru Smart City Limited (MSCL) at MG Road, LalBagh, Mangaluru.575003, Dakshinna Kannada, Karnataka.
4	Project Estimated Cost	Rs 94 Crore
5	Institutional Structure for Implementation	In case of Consortium or foreign entity, mandatorily form a Special Purpose Company (SPC) under Companies Act, 2013. Single bidder may choose to form an SPC.
6	Concession Format	Design – Build – Finance- Operate - Transfer(D.B.F.O.T.) Basis
7	Earnest money/ Proposal Security/Bid security	Amount of Proposal Security shall be Rs.94,00,000/- (Rupees Ninety four lacs only) This security will be submitted in form of bank guarantee (BG) as per section (7.10) of the RFP
8	Tender Fees	Rs 7500 (Non-Refundable)
9	Bidding Parameter	<b>The bid evaluation is comprised of 3 stages- Test of responsiveness, technical bid &amp; price bid evaluation. The Bidder quoting the maximum offer in price bid with “revenue share in Rupees payable each year”, increased 3% every year during concession period to the MSCL/ authority, over &amp; above minimum value of “Rs 50 lacs / annum in 4th year” shall be the Successful Bidder.</b>
10	Performance Security	Rs 5 Crores. This security will be submitted in form of bank guarantee (BG) as per format in schedule F of the concession agreement and it will be returned as per Article9 of the draft CA after successful Construction period and concession period.
11	Name of the Contact Person	ABDUL RAHAMAN
12	Signing of Concession Agreement	With the MD,MSCL
13	Concession Period	30 years with renewal of another 30 years, after fresh bidding & 1 <sup>st</sup> right of existing concessionaire basis, with maximum 60 years period, on mutual agreement basis after satisfactory performance, including construction period of 36 months
14	Construction Period for Multi-Level Car Parking project	36 (Thirty Six) months
15	Mandatory Components	As per Scope of Work Minimum parking space for 200 cars (ECS) Equivalent constructed area (BUA) to existing stake holders Need to ensure safety of existing structures in adjacent land including stake holders structures on 2 land plots during concession period Minimum financial offer of Rs 50 lacs/annum (increased 3% every year) for MSCL

## 2. SALIENT INFORMATION

Following are the salient aspects of information regarding this bid document (RFQ cum RFP):

- I. This bid document comprises the following:
  - a. Information to Bidders ( RFQ cum RFP Document-**Vol I**)
  - b. Draft Concession Agreement (RFQ cum RFP Document-**Vol II**)

### 3. ABBREVIATIONS

<b>MSCL</b>	Mangaluru Smart City Limited (MSCL)
<b>BEC</b>	Bid Evaluation Committee
<b>COD</b>	Commercial Operation Date
<b>EMD</b>	Earnest Money Deposit
<b>EOI</b>	Expression of Interest
<b>EPC</b>	Engineering, Procurement and Construction
<b>FDI</b>	Foreign Direct Investment
<b>FAR</b>	Floor Area Ratio
<b>ESC</b>	Equivalent Car Space
<b>GOI</b>	Government of India
<b>GOK</b>	Government of Karnataka
<b>Ha.</b>	Hectare or Hectares
<b>LCM</b>	Lead Consortium Member
<b>LOI</b>	Letter of Intent
<b>LOA</b>	Letter of Award
<b>MSCL</b>	Mangaluru Smart City Limited
<b>MOU</b>	Memorandum of Understanding
<b>RFQ cum RFP</b>	Request for Qualification cum Proposal
<b>SPV</b>	Special Purpose Vehicle
<b>MSCL</b>	Memorandum of Understanding



## 4. DEFINITIONS

### **Associates**

For Bidding Company or a Consortium Member, only those entities would be “Associates” who control and is controlled by or is under the common control with such applicant/consortium member.

### **Bid Document**

“Bid Document” shall mean any document issued by Mangaluru Smart City Limited (MSCL) as part of the Bid Process.

### **Bid Process**

“Bid Process” shall mean various activities taken up by Mangaluru Smart City Limited (MSCL) leading up to the selection of the Successful Bidder/s.

### **Bidder(s)**

“Bidder(s)” shall mean Bidding Company or Bidding Consortium that has submitted a Proposal in response to this RFQ cum RFP Document.

### **Bidding Company**

“Bidding Company” shall mean a corporate entity (Public or Private Limited) registered under the Companies Act, 2013 or equivalent International law satisfying the basic eligibility criteria of bidding.

### **Bid Validity Period**

“Bid Validity Period” shall mean the period stipulated in Clause 6.13 of Section 6 of this RFQ cum RFP Document, for which the Proposal submitted is valid.

### **Bank**

“Bank” shall mean any SBI, Nationalised Bank and Indian Scheduled Commercial Bank whose net worth is not less than Rs. 1000 crores as on 31st March 2017.

### **Consortium**

“Consortium” shall mean Group of Entities that have jointly submitted the proposal for the project.

### **Consortium Member**

Each entity in the Bidding Consortium shall be referred to as a Consortium Member.

### **Earnest Money Deposit**

“Earnest Money Deposit or Bid Security” shall have the meaning as referred in Section 7.10 of this document.

Effective Date

“Effective Date” means the date on which all the Conditions Precedent are satisfied or waived in writing by both the Parties as per the Concession Agreement.

Relevant Act as applicable has to be provided along in Envelope A with extract of relevant sections attached to the Act.

### **Floor Area Ratio**

Floor Area Ratio means the quotient of the floor space excluding the area specifically exempted from computation under these regulations that can be constructed in a plot to the plot area. FAR = Total covered floor area on all floors/ Plot area

### **Financial Bid / Financial Proposal**

“Financial Bid / Financial Proposal” shall mean the information submitted as per Appendix 15 of this document.

### **Good Industry Practice**

Good Industry Practice shall mean practices, methods, techniques and standards as changed from time to time that are generally accepted for use in the infrastructure, construction and real estate industry or any other good industry practice which is relevant to the said project.

### **Lead Member / Lead Consortium Member (LCM)**

In case of a Bidding Consortium, the Lead Member / Lead Consortium Member (LCM) shall be that Consortium Member vested with the prime responsibility of developing the Project and holding not less than 51% stake in the consortium.

### **Letter of Acceptance**

“Letter of Acceptance” shall have a meaning as referred in Appendix 13 of this Document. It means Letter submitted by the bidder accepting the Award or Intention to Award the Project to the bidder.

### **Letter of Commitment**

“Letter of Commitment” shall have a meaning as referred Appendix 14 of this Document.

## **Project**

“Project” shall mean Design, Build, Finance, Operation and Transfer of Multi level Car Parking (MLCP) cum commercial complex at Hampankatta in Mangaluru more specifically as mentioned under Clause 5.2 of Section 5.

**Project Site** shall mean the area as given in SCHEDULE A.

## **Proposal**

“Proposal” shall mean the Financial Proposal to be submitted by the Bidders in response to this Request for Proposal, unless the context specifically refers to a Techno-Commercial proposal and its sub-proposal (i.e. Technical Proposal and / or Financial Proposal) in which case, “Proposal” shall refer to such sub-proposal.

## **Proposal Due Date**

“Proposal Due Date” shall have the same meaning as referred to in Clause 6.17 section 6 of this Document.

## **Responsiveness / Non-responsive**

“Responsiveness / Non-responsive” shall mean as referred in Clause 6.25 of Section 6 of this document.

## **Request for Qualification cum Request for Proposal (RFQ cum RFP)**

“Request for Qualification cum Request for Proposal” shall mean this document inviting the submission of “Proposal” to Design, Build, Finance, Operate and Transfer of Multi level Car Parking (MLCP) at Hampankatta in Mangaluru.

## **Selection Process**

“Selection Process” shall have the same meaning as the 'Bid Process'.

## **Subsidiary/Subsidiaries**

For a Bidding Company or a Consortium Member, Subsidiary / subsidiaries shall mean only those entities in which the Bidding Company / Consortium Member” hold(s) more than 50% of the voting securities directly.

## **Successful Bidder**

The Successful Bidder shall mean the bidder who has been issued Letter of Intent by MSCL, Mangaluru, and Letter of Award by MSCL indicating him as the Successful Bidder.

## 5. INTRODUCTION

### 5.1 Background

**Mangaluru Smart City Limited (MSCL)**, a special purpose vehicle (SPV) company is formed by Karnataka State Government, as per guide lines of the Smart city mission (SCM) of the ministry of Urban Development (MoUD), Government of India (GOI), for the Construction and Development of Infrastructure in the City. MSCL is also referred to as 'authority' in bid documents.

The Master plan of the Mangaluru has been designed keeping in mind the ever growing population, latest trends, financial development and the rise in the tourism sector but the perseverance of old architecture and conservation of cultural heritage of the city has been given prime importance. Incorporated under the Companies act, 2013, the Mangaluru Smart City Limited (MSCL) employs best of experts from various fields of architecture, engineering, planning, surveying etc.

To fulfill its role, the Authority seeks to coordinate in accordance with a comprehensive Master Plan along with the work of various other agencies involved in the creation and extension of urban infrastructure.

In order to meet the parking needs of the area, it is proposed to have a MULTI LEVEL CAR PARKING (MLCP) facility using modern technology to accommodate at least 200 ECS at Hampankatta, Mangaluru. Mangaluru City Corporation (MCC), Government of Karnataka (GOK) has earmarked a land plot at Hampankatta, of area approximately 2.01 acres for CONSTRUCTION OF MULTI LEVEL CAR PARKING (MLCP) under PPP mode.

The CONSTRUCTION OF the project is on Design-Build-Finance-Operate and Transfer (DBFOT) basis under which the developer will Design, Finance, Construct, Maintain and Operate the project

### 5.2 Scope of the Project

Government of Karnataka (GOK) through Mangaluru Smart City Limited (MSCL) Mangaluru intends to undertake various infrastructure projects for implementation on public Private Partnership (PPP) Mode under "Smart city development plan" (SMART CITY DEV PLAN) scheme for Mangaluru city of the state. 999

Under this, a need to develop a MULTI LEVEL CAR PARKING (MLCP) facility using modern technology to accommodate at least 200 ECS at Hampankatta, Mangaluru has been identified. The tentative cost of the project is Rs. 94 Cr.

The project site is located at Hampankatta, Mangaluru, made up of two plots of total land area approximately 2.01 acres, will be provided for CONSTRUCTION OF MULTI LEVEL CAR PARKING (MLCP) under PPP mode.

The successful bidders shall Design, Build, Finance, Operate and Transfer (DBFOT) Multi level Car Parking (MLCP) at Hampankatta and allied facilities on the two land plots earmarked for the purpose over the concession period of 30 years including construction period, after which the facility will be transferred to the Authority. **The commercial complex will be on concession period for 30 years initially, extendable to next 30 years up to a maximum of 60 years based on satisfactory performance, on mutually agreeable terms.**

Mangaluru Smart City Limited (MSCL), through this RFQ cum RFP, invites the Bidders to participate in the tender to Design, Build, Finance, Operate and Transfer the Multi level Car Parking (MLCP) at Hampankatta in Mangaluru.

The successful bidder shall construct within 36 months following facilities and get all the necessary approvals for construction & commercial operations from the effective date:

It is proposed to develop a modern Multi Level Car Parking with Retail/ Commercial Complex facility at the above mentioned site. The same shall be available for the Project with “**Scope of Work**” as given below, while complying with applicable laws, including but not limited to the local building by-laws:

- Preparation of Detailed Project Report (“DPR”) including detailed design, technical specification and cost estimates for the Project. It is clarified that separate DPR should be prepared & submitted in soft copy (CD written) & 5 hard copies for approval of the MSCL.
- In addition to the mandatory parking spaces for the commercial complex building as per the local building regulations, the project should have minimum 200 ECS (Equivalent Car Space) parking capacity for the Public Parking to be handed over to MSCL or its legal successor.
- Construction of public conveniences at the MLCP as may be notified by the Authority
- Construction of car parking areas with demarcated parking slots.
- Construction of Commercial Complex as permitted by applicable law, including but not limited to local building by-laws.
- Provide a contiguous built-up area, along with all related facilities/ utilities/ infrastructures to be developed in MLCP-cum-Commercial Complex.
- Separate entry and exit for Commercial Complex and Multi Level Car Parking and also providing entry to commercial complex from the MLCP.
- Real time information system should be incorporated with multi-level parking along with Mangaluru One mobile application, taking all precautions towards safety of cars & users visiting the complex.
- The existing private stakeholders shall be allotted built-up area in the new building equivalent to the total built-up area in their existing buildings. The area of such stakeholders shall be finalized through a joint inspection of existing properties.
- Existing shops located facing a particular road shall be given space facing the same road
- Existing shops located on a particular floor of existing building shall be given space in equivalent floor in the new building
- The design, planning & implementation must incorporate the existing buildings within plots, in proposed setback space, to allow continuation of their normal use & maintaining their structural safety till the time new constructed space, as above, is made available in lieu of such buildings. This includes, but not limited to, taking necessary preventive steps of sheet piling into earth up to adequate depth below founding level of proposed structure in technical consultation & guidance of structure expert, before start of excavation at site.
- The site shall be planned for effective traffic circulation so as not to disrupt it any time all through the construction and O & M phase of the concession period. This includes, but not limited to, use of adequate barricading of area, caution tapes, necessary warning boards, staff, etc to maintain uninterrupted safe normal working around the site.

To meet the above requirements, the Bidder shall have the full right to design the respective Site as a whole, with above noted conditions.

Under the Design, Build, Finance, Operate & Transfer (DBFOT) model of working, the selected bidder, called concessionaire, delivers his services with his resources during concession period made up of above five stages of project development for creation of the desired asset.

The obligations of the concessionaire and the authority may be seen in the article 5 & 6 of the concession agreement to be signed between the successful bidder and the authority.

The Successful Bidder shall be required to submit five (5) copies of DPR for Multi-Level Car Parking-cum-Commercial Complex at **Hampankatta, Mangaluru**, to the Authority which would be submitted to the project management consultants (PMC) as prescribed by the Authority for vetting. The same PMC would perform quality check and certify the Project post completion.

The Successful Bidder shall develop the 2 sites and make available an upfront premium to AUTHORITY in lieu of the development rights granted for the Project for “Concession Period” and at the end of the Concession Period, the Project will be transferred back to the Authority, in accordance with the provision of the Concession Agreement that will be executed in the format prescribed by the Authority.

The Bidder should note that there will be no transfer in title to the land on which the Project is being developed. The land comprising the Site of Project shall continue to vest with the Authority or the relevant government agency or Mangaluru smart city limited, as the case may be.

The Bidders must note that they would be required to follow the applicable law for construction and development of the Project, including local building by-law requirements regarding floor area ratio, ground coverage, minimum parking requirement, and other statutory rules/ regulations and other prevalent applicable regulations.

### **5.2.1 Instructions to Bidder**

5.2.1.1 The Bidder should note that there will be no transfer in title to the land on which the Project is being developed. The land comprising the Site of Project shall continue to vest with the Authority or the relevant government agency or Mangaluru smart city limited, as the case may be.

The Bidders must note that they would be required to follow the applicable law for construction and development of the Project, including local building by-law requirements regarding floor area ratio, ground coverage, minimum parking requirement, and other statutory rules/ regulations and other prevalent applicable regulations.

5.2.1.2 The proposed Site is considered suitable for commercial development given its location, size and connectivity. The Concessionaire is encouraged to develop a Commercial Complex as per his plan on the site and to use his ingenuity to maximize the value from the property and factor the same in the Proposal submitted. Provided that any such development shall be subject to the Concessionaire obtaining the requisite approvals under the applicable law including the local building by-laws

5.2.1.3 Bidders are required to carry out their own due diligence for the potential revenue generated from the public parking, commercial built-up area and advertisement rights from development of the Project, including site visit & carrying out its own surveys & investigations in the **HAMPANKATTA, MANGALURU**. The land figures, data & sketches given in the RFP, Concession agreement & other bid documents are not of binding nature, but for the guidance only. The

Authority shall not take any kind of responsibility whatsoever for the revenue generated from the aforesaid sources.

5.2.1.4 The Authority proposes to select a Successful Bidder for taking up the development of the aforesaid Project in **DBFOT mode** in **HAMPANKATTA, MANGALURU** in accordance with the provisions of the Concession Agreement, which shall have a predetermined Concession Period starting from the date conditions precedent specified in the Concession Agreement are satisfied (such date being hereinafter referred to as the “Compliance Date”).

5.2.1.5 The proposed site for **HAMPANKATTA, MANGALURU** shall be licensed or given rights to the Concessionaire for the purpose of development of the Project. The Concessionaire shall develop the Project and thereafter, operate and maintain it throughout the Concession Period. The act of granting permission to develop the Project at the Site and to sub - license the use of the Project Facility or any part thereof shall not vest or create any proprietary interest in the Site or the infrastructure comprising the Project, or any part thereof including any permanent fixtures, fittings, etc. installed at the location of the Site in favor of the Concessionaire or any sublicensed(s).

5.2.1.6 The Concessionaire shall be entitled to sub - license the built up space in accordance with the provisions of the Concession Agreement, and any guidelines or procedures prescribed by the Authority in this regard from time to time.

#### **5.2.1.7 End of the Concession**

At the end of the Concession Period, by efflux of time or premature termination for any reason whatsoever, all rights given under the Concession Agreement shall cease to have effect and the possession of the Site and the entire assets of the Project including all infrastructure and facilities developed in relation thereto shall transfer back to the Authority at no cost to the Authority. All the immovable assets attached to the Project/Project Site shall revert to the Authority without any obligation on the Authority to pay or adjust any consideration or other payment to the Concessionaire.

#### **5.2.2 Development Envisaged**

5.2.2.1 The concessionaire shall have first to prepare, submit and seek prior approval on the detailed project design for the said project as per his work strategy.

The nature of the activities and facilities that may be allowed at the proposed Sites, for consideration in preparing design & detailed project report (DPR) and obtaining necessary prior approvals & permissions from regulatory bodies,

- Construction of Multi-Level car parking (MLCP) providing for such area of space for the Authority as may be notified by the Authority
- Project should have minimum 200 ECS (Equivalent Car Space) parking capacity for the Public Parking and additional mandatory parking for the commercial complex building as per the local building regulations
- Construction of public conveniences at the MLCP as may be notified by the Authority
- Construction of Commercial Complex as permitted by applicable law, including but not limited to local building by-laws.
- Provide a contiguous built-up area, along with all related facilities/ utilities/infrastructures to be developed in MLCP-cum-Commercial Complex.

- Separate entry and exit for Commercial Complex and Multi Level Car Parking and also providing entry to commercial complex from the MLCP.
- Commercial Complex may include:
  - Retail shops/ showrooms/ shopping mall
  - Hotel/ restaurants/ food court
  - Cinema/ Multiplex
  - Banks and ATMs
  - Office spaces for commercial organizations
  - Educational institutes

5.2.2.2 The Concessionaire may use or allow the use of the facilities developed for the Project for other activities, which are not envisaged in the RFP, only after prior written approval of the Authority. The decision of the Authority to allow or disallow such use shall be final in this regard.

5.2.2.3 Area earmarked for the Project shall be utilized for the development of Multi-Level Car Parking and the related passenger amenities, and commercial space including as defined, but not limited to, in schedule C of the concession agreement. It would be responsibility of the Concessionaire to develop the other facilities which are required for creation of a complete state-of-the-art Multi Level Car Parking. The Concessionaire shall adhere to the minimum standards laid down by the Authority in concession agreement & its schedule D for the Multi-Level Car Parking.

5.2.2.4 The development of the “Multi Level Car Parking-cum-Commercial Complex” shall be achieved in a phased manner. The Concessionaire would be required to construct the Multi-Level Car Parking amenities along-with all related facilities/ utilities/ infrastructure etc. within thirty six months from the Compliance Date (the “**Construction Period**”) which should be ready to use in all respect. The Authority shall not unreasonably interfere with the internal layout of the Commercial Complex, proposed by the Concessionaire, except the area where the Multi-Level Car Parking is constructed. As for the Commercial Complex; the Concessionaire shall have the freedom to construct the same according to the demand and market feasibility to be assessed by him independently.

5.2.2.5 The Multi-Level Car Parking-cum-Commercial Complex to be developed by Concessionaire must conform to the existing building regulations and by laws of the local authorities at its own cost. The responsibility to get all the necessary permits and approvals for the above shall lie solely with the Concessionaire.

### 5.2.3 Concession period

In general, concession period is the span of time granted by the government to the private sector within which the private sector is responsible for the financing, construction, operation & maintenance of a project. This is 30 years with renewal of another 30 years on mutual agreement basis after satisfactory performance, maximum extendable to 60 years, including construction period of 36 months.



## 5.2.4 Revenue Streams from the Project

The revenue streams from the Project will be generated by both the Multi-Level Car Parking and the Commercial Complex as specified below.

### 5.2.4.1 Revenue streams from the operations of the Multi-Level Car Parking:

- a) **License for parking areas:-** The Concessionaire shall, subject to provisions of Mangalurusmart city limited (MSCL) & Mangaluru City Corporation (MCC) (as amended from time to time), be given the right to collect the parking fee from various categories of vehicles, parked in the public parking area for and on behalf of the Authority/MCC. The maximum rate of parking fee must not be more than that as per the regulating bodies & prevailing laws.
- b) **Advertisement Rights:** - Advertisements has a massive potential considering the largenumber of footfalls in the Multi-Level Car Parking and the commercial complex. If tapped properly, it has significant upside potential for the Concessionaire. Concessionaire has the right to locate hoardings etc. as per applicable rules, regulations, standards etc.

### 5.2.4.2 Revenue Stream from Commercial Complex

In addition to Article 5.2.4.1 of this RFP document, the revenues will be generated from the Commercial Complex. The Concessionaire should be able to generate revenues, based on his independent risk analysis, from the commercial rentals & premium, parking in the Commercial Complex, advertisements etc. in compliance with the applicable law.

The Concessionaire would have the flexibility to charge any rentals from the commercial spaces licensed to the third party. However, the Concessionaire shall not have the right to out-rightly sell the facility to third party / any person.

### 5.2.5 Statutory Clearances (Including those defined, but not limited to, in “Applicable permits” in article on “Definitions” in Concession agreement.)

- a. Commercial development is permissible on the Site. However, the Concessionaire is required to adhere to the development control norms as per the prevailing Building Bye-laws. The Concessionaire shall at its sole cost obtain the applicable clearances and sanctions from competent statutory authorities for building plans, utilities, fire-fighting, electric connection/ sub-station, environmental clearance, etc. It is to be clearly understood that all such clearances are to be obtained by the Successful Bidder, including payment of necessary fees & expenditures and the Authority may only provide assistance, wherever possible, on best effort basis without any binding obligation.
- b. The Concessionaire shall plan and install fire-detection, fire-alarm and fire-fighting system and obtain necessary NOC/approval from competent authority on design and installation of the same. Such fire-fighting arrangements should conform to the National Building Code of India, 2016 and other rules and regulations, as applicable with all amendments from time to time.
- c. Concessionaire shall be fully responsible for the safety & security of all persons entering into the project area during concession’s construction & operational phase. It is including,

but not limited to, taking all precautionary actions like deployment of adequate resources, staff, warning signs, messages, caution tapes, barricading, etc to maintain safety & security. If during the Concession Period any loss of property and/or life takes place, the loss and amount of the same shall be borne entirely by the Concessionaire and the Authority shall not be liable for any such claims. The Concessionaire shall be responsible for the payments arising out of any third party claims. The Concessionaire is advised to procure insurance for meeting such liabilities at his own cost.

- 5.2.5.1 Commercial development is permissible on the Site. However, the Concessionaire is required to adhere to the development control norms as per the prevailing Building Bye-laws. The Concessionaire shall at its sole cost obtain the applicable clearances and sanctions from competent statutory authorities for building plans, utilities, firefighting, electric connection/ sub-station, environmental permissions, etc. It is to be clearly understood that all such clearances are to be obtained by the Successful Bidder at its own cost and the Authority may only provide assistance, wherever possible, on best effort basis without any binding obligation.
- 5.2.5.2 The Concessionaire shall plan and install fire-detection, fire-alarm and fire- fighting system and obtain necessary approval from competent authority on design and installation of the same. Such fire-fighting arrangements should conform to the National Building Code of India, 2016, Zonal Regulations of Mangaluru and other rules and regulations, as applicable with all amendments from time to time.
- 5.2.5.3 If during the Concession Period any loss of property and/or life takes place, the loss and account of the same shall be borne entirely by the Concessionaire and the Authority shall not be liable for any such claims. The Concessionaire shall be responsible for the payments arising out of any third party claims. The Concessionaire is advised to procure insurance for meeting such liabilities at his own cost.

#### **5.2.6 Development Parameters to be followed**

Bidders shall consider the local planning regulation for the development parameters in the concerned Bid projects and should strictly adhere to the local planning regulation while preparing their designs. As per the local state laws, parking spaces would not be accounted for the calculation of FAR.

#### **5.2.7 Assignability and Encumbrances**

- 5.2.7.1 Except for leasing / sub-leasing/ the use of the built space and facility as per the terms of the Concession Agreement, the Concessionaire shall not be entitled to assign any of his rights, or interests in this Agreement in favor of lenders/ financial institutions at any time, for raising finance for the Project.
- 5.2.7.2 However, under no circumstances, the land or Site shall be mortgaged, charged or otherwise any lien (including negative lien), charge or encumbrance be created or agreed to be created in favor of any person, including lenders / financial Institution(s) / banks.

##### **A. Minimum Development Obligations (Essential Facilities):**

- Multi-level Car Parking (MLCP) facility for 200 ECS.
- Stake holders constructed built up area in retail space free of cost of lease rentals.

- Multi-level Car Parking (MLCP) facility may be designed as per the requirement of the project .The use of standards and specifications for use of material, construction technology and operations shall adhere to the national and international set of specifications and the best practices in the industry.
- All basic necessity like drinking water, toilets, DG sets, Firefighting facility, security, IT/ICT smart features should be provided in the project.

**B. Optional component / facilities: The developer may construct following optional facilities:**

- a. CONSTRUCTION OF commercial space on the upper floors of the complex ( ) as permissible under the building bye-laws to achieve the economic viability of the project.

The project may be developed as with few levels dedicated for the parking and few levels for commercial space.

All the facilities are to be developed as per the minimum quality standards set out for the purpose in the technical schedule appended as in DCA Volume II with this document.

Parking area whether provided in the basement or above ground will not be included in the FAR.

While undertaking development of the Project, the Successful Bidder shall adhere to latest amended National Building Code of India or other relevant IS Codes and practices or equivalent international codes, Development Control Regulations, FAR Limits, statutory requirements, laws of land, the principles of good industry practices and any other norms as applicable from time to time.

The successful bidder shall be responsible for all the clearances as may be required for the development and operations of the project. The project shall be ready for operation after taking all the clearance(s) within 36 months of the effective date.

### **Revenue Streams**

The Private Sector Operator will be able to recover its investment through the following indicative streams of revenue:

- Advertising revenues from parking complex
  - Lease Rentals from commercial space. The stake holder's rehabilitation area shall not be charged lease.
  - Maintenance Charges from the users of the commercial facilities
  - Parking fees

### **5.3 Cost of the Project**

The project is estimated to cost Rs 94 Crores.

### **5.4 Commercial Consideration**

In consideration of the designated 2 plots of land given on lease for a period of 30 years, the Successful bidder shall pay, to the Concessional Authority, upfront land premium payable in annual equal installments payable fourth year onwards (3 years of moratorium) from the date of signing of the concession agreement.

**The MLCP commercial complex will be on concession period for 30 years initially, extendable to next 30 years up to a maximum of 60 years, on satisfactory performance on mutually agreeable terms.**

#### **5.4.1 CONCESSION FEE**

- a. In consideration of the grant of Concession under this Agreement, the Concession Fee payable by the Concessionaire to the Authority shall be Rs.2 Crores per year during the 1st three years of this Agreement totaling Rs 6 Crores.
- b. The Concession Fee, for each year, shall be paid in advance within 7 (Seven) days of the commencement of the each Accounting Year, for which it is due and payable.

Bidders may please note that in case of failure of the bidder in completion of the project, as mentioned in the scope of work and as per the minimum standards and specifications as per the technical schedule appended with this document in DCA Volume II, within 36 months, the performance security furnished on the execution of the Agreement shall be forfeited by MSCL and blacklisted, as per the Provision of the draft concession agreement. Additional measures as the govt. may deem fit would be applicable on such a bidder.

However, bidders may note that in case the work is being executed as per the minimum technical specifications in DCA Volume II but delayed due to Force Majeure Event as defined in the Draft Concession Agreement, the remedies pertaining to such Force Majeure Event shall be applicable as per the provisions in the Draft Concession Agreement.

The Concessionaire shall be allowed to mortgage lease hold rights of the constructed commercial areas open to lease for availing financial assistance from funding agencies. The areas intended to be constructed for stakeholders cannot be mortgaged.

The concessionaire is permitted to collect need based construction support funds from prospective customers based on progress linked construction stages.

#### **5.5 Project Implementation Mechanism**

The successful bidder in case of a consortium shall form a Special Purpose Vehicle (SPV) in the form of limited company under Companies Act, 2013, registered in KARNATAKA for the purpose of implementation of the project. The Concession Agreement shall be signed between the SPV and MSCL. In case, the successful bidder is a single entity, the Concession Agreement shall be signed between the Single Entity and MSCL. No SPV shall be formed in case Single Entity is the Successful Bidder.

#### **5.6 Delay in commercial operations**

If the commercial operations for the Project are not achieved within the stipulated time period for reasons not attributable to the Concessionaire, the Concessions Authority shall determine any extension of the dates set forth in the commercial operations time schedule to which the Concessionaire is reasonably entitled. The Concessions Authority shall extend such dates and the Concession Period shall be deemed to be extended by a period equal in length to the period extended.

#### **5.7 The MSCL shall facilitate the Concessionaire in getting clearances and approvals from any agency from within and outside the state.**

## 6. INFORMATION AND INSTRUCTION TO BIDDERS

### 6.1 Scope of Application

6.1.1 MSCL wishes to receive Applications from experienced and capable Bidders for proposal in respect of the Project.

### 6.2 Eligible Bidders

6.2.1 The Bidder may be a single company or a group of maximum 4 companies (hereinafter referred to as Consortium), coming together to implement the Project. The term Bidder used hereinafter would therefore apply to both a single entity and/or a Consortium.

6.2.2 The Bidder should submit a Power of Attorney as per the format enclosed at Appendix 1A, authorizing the signatory of the Application to commit the Bidder.

6.2.3 Applications submitted by a Consortium should comply with the following additional requirements:

- a. Number of members in a consortium would be limited to maximum of **4**;
- b. The Application should contain the information required for each member of the Consortium
- c. The purchaser of the RFQ CUM RFP document must be the Bidder itself or member of the consortium submitting the application.
- d. An individual Bidder cannot at the same time be member of a Consortium applying for this Project. Further, a member of a particular Consortium cannot be member of any other Consortium applying for this Project; an undertaking towards this end needs to be submitted by all members.
- e. Members of the Consortium shall nominate one member as the Lead Member. The nomination shall be supported by a Power of Attorney as per the format enclosed at **Appendix 1B**
- f. Members of the Consortium shall enter into a Memorandum of Understanding (MOU) as per the format enclosed at **Appendix 10** and duly notarized for the purpose of making the Application and submitting a Proposal. The MOU shall, inter alia:
  - g. Convey the intent to form a Special Purpose Vehicle with shareholding commitment(s) as stipulated in this document, which would enter into the Concession Agreements and subsequently carry out all the responsibilities as Concessionaire in terms of the Concession Agreement, in case the Concession to undertake the Project is awarded to the Bidder.
  - h. Clearly outline the proposed roles and responsibilities of each member in case of Consortium at each stage,
    - i. Commit the minimum equity stake as stipulated, and
    - ii. Include a statement to the effect that all members of the Consortium shall be liable jointly severally for the execution of the Project in accordance with the terms of the Concession Agreement.
    - iii. In case of consortium, the Lead Member shall hold at least 51% share in the shareholding.

The other members of the consortium shall hold a minimum of 11% share each in the shareholding.

- 6.2.4 Notwithstanding anything stated elsewhere in this document, MSCL shall have the right to seek updated information from the Bidders to ensure their continued eligibility. Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to MSCL. Bidder may be disqualified if it is determined by the MSCL, at any stage of the process, that the Bidder will be unable to fulfill the requirements of the Project or fails to continue to satisfy the Eligibility Criteria. Supplementary information or documentations may be sought from Bidders at any time and must so be provided within a reasonable time frame as stipulated by MSCL.
- 6.2.5 Any entity which has been barred or disqualified either by GOI or GOK or their Departments or agencies from participating in projects (BOT or otherwise) and such disqualification subsists as on the Application date, would not be eligible to submit an Application, either individually or as member of a Consortium. Bidder to submit an affidavit to this effect.

### **6.3 Changes in Consortium Composition**

After submission of RFQ cum RFP, change in the composition of the Consortium (except lead member) will be subject to approval of MSCL but applications to change the consortium should reach Mangaluru Smart City Limited (MSCL) before opening of the RFQ cum RFP. Conditions for such approval will be provided in the RFQ cum RFP document.

### **6.4 Number of Applications**

Each Bidder shall submit only one (1) Application in response to this RFQ cum RFP. Any Bidder, which submits or participates in more than one Application will be disqualified and will also cause the disqualification of the Consortiums / Bidder of which it is a member as the case may be.

### **6.5 Application Preparation Cost**

The Bidder shall be responsible for all of the costs associated with the preparation of its Application and its participation in the Selection process. MSCL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the qualification process

### **6.6 Project Inspection and Site Visit**

- 6.6.1 It is desirable that each Bidder submits its Application after inspecting the sites; and ascertaining for itself the location, surroundings, access, transport, right of way or any other matter considered relevant by it.
- 6.6.2 Site visit may be facilitated by MSCL. A prospective Bidder may notify MSCL in writing 3 days prior to planned visit. MSCL would endeavour to facilitate the site visit depending upon the availability of the concerned officials.
- 6.6.3 It would be deemed that by submitting the Application, Bidder has:
- (a) Made a complete and careful examination of the RFQ CUM RFP and
  - (b) Received all relevant information requested from MSCL.

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

#### **6.6.5 Professional Fees**

The Successful Bidder shall bear the professional fees charges for getting structural safety certificates at different stages of construction as per Authority's requirements and quality certification of final Project.

#### **6.7 Right to Accept or Reject any or all Applications**

6.7.1 Notwithstanding anything contained in this RFQ cum RFP, MSCL reserves the right to accept or reject any Application and to annul the bidding process and reject all Applications / Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

6.7.2 MSCL reserves the right to reject any Application if:

- (a) At any time, a material misrepresentation is made or uncovered, or
- (b) The bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Application.

Such misrepresentation / improper response would lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium would be disqualified / rejected.

#### **6.8 Contents of RFQ cum RFP Document**

The RFQ cum RFP Document comprises the contents as given in the Table of Contents and would additionally include any Addenda issued in accordance with the provisions of this Document.

#### **6.9 Clarifications**

Interested parties may address their queries relating to the RFQ cum RFP Document by email only at [smartcitymangaluru@gmail.com](mailto:smartcitymangaluru@gmail.com) with a mandatory copy to consultants at [wte2292@wadiaengg.com](mailto:wte2292@wadiaengg.com). The queries should reach the above latest by 17:30 hrs on 09.04.2018.

MSCL would endeavor to respond to the queries by the date mentioned in the Schedule of Bidding Process. The responses will be sent by fax/ email.

#### **6.10 Amendment of RFQ cum RFP**

6.10.1 At any time prior to the deadline for submission of Application, MSCL may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFQ cum RFP Document by the issuance of an Addendum.

- 6.10.2 Any Addendum thus issued will be sent in writing to all those who have purchased the RFQ cum RFP Document and shall also be uploaded on [www.mangalorecity.mrc.gov.in](http://www.mangalorecity.mrc.gov.in)

### 6.11 Language

The Application and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by Bidder with the Application may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language duly certified appropriately. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

### 6.12 Currency

The currency for the purpose of the Application shall be the Indian Rupee (INR). The conversion to Indian Rupees shall be clearly indicated in the Appendix 4. In all such cases, the original figures in the relevant foreign currency and the INR equivalent thereof must be given. **The exchange rate(s) applied shall be clearly stated.** The conversion to Indian Rupees shall be based on the closing exchange rate published by the Reserve Bank of India as on 31st December 2017. MSCL reserves the right to use any other suitable exchange rate for the purposes of uniform evaluation for all Bidders.

### 6.13 Validity of Application

Applications shall remain valid for a period not less than 180 days from the Application Due Date. MSCL reserves the right to reject any Application, which does not meet this requirement.

### 6.14 Format and Signing of Application

- 6.14.1 The Bidder would provide all the information as per this RFQ cum RFP Document. MSCL would evaluate only those Applications that are received in the required format and are complete in all respects.
- 6.14.2 The Bidder shall prepare one original of the documents comprising the Application and clearly marked "ORIGINAL". In addition, the Bidder shall make two copies of the Application, clearly marked "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 6.14.3 The Application and its copies shall be typed or written in indelible ink and each page shall be initialed and stamped by the Bidder. All the alterations, omissions, additions, or any other amendments made to the Application shall be initialed by the person(s) signing the Application.

### 6.15 Deleted

- 6.15.1 The Technical Proposal shall contain:
- 1 Power of Attorney for the signing authority as per the format enclosed at **Appendix 1A**,
  - 2 Power of Attorney for the Lead member of the consortium as per the format enclosed at **Appendix 1B**, in case of Consortium;
  - 3 Bidder details (**Appendix 2**)



- 4 Application in the prescribed format (**Appendix 3**) along with supporting documents;
- 5 Completed Format for Experience as in **Appendix 4** (BRS 1 to 2), along with supporting documents.
- 6 Completed Format for Financial Capability Evaluation as in **Appendix 5** (BRS3 &4) and **Appendix 7**, along with supporting documents.
- 7 Format of Anti collusion certificate as in **Appendix 8**.
- 8 Format of Project Undertaking as in **Appendix 9A**.
- 9 In case of a Consortium, an undertaking from each member of Consortium certifying that it is an exclusive member of that particular consortium alone and not a member of any other consortium nor an independent Bidder, bidding for this project and has submitted only one (1) Application in response to this RFQ CUM RFP. (**Appendix 9B**)
- 10 MOU in case of a Consortium (**Appendix 10**);
- 11 Earnest Money Deposit
- 12 **Appendix-12 (DELETED)**
- 13 Letter of Acceptance as per **Appendix-13**
- 14 Letter of Commitment as per **Appendix-14**
- 15 Documentary evidence, if applicable, relating to experience of group companies/associates as per clause 8.1.2.

Financial Proposal - Deleted

Please note that Mangaluru Smart City Limited (MSCL) retains the right to ask for any further information/ clarification during the Bid Process.

## **6.16 Submission of Bid as per E-Procurement Portal**

6.16.1 Deleted

## **6.17 Application Due Date – Refer page No.3**

## **6.18 Late Applications**

In E- Procurement Portal late Applications will not be accepted once the deadline is over for submission of tender

## **6.19 Modifications/ Substitution/ Withdrawal of Proposals**

The Bidder may modify, substitute or withdraw its Proposal after submission, provided that written notice of the modification, substitution or withdrawal is received by MSCL before the Proposal Due Date and time. No Proposal shall be modified or substituted or withdrawn by the Bidder after the Proposal Due Date and time

## **6.20 Evaluation of Application - Due Date**

MSCL would open the Applications after 1730 hours IST on the Application Due Date mentioned in the Schedule of Bidding Process, for the purpose of evaluation.

### 6.21 Evaluation of Application - Criteria

MSCL would subsequently examine and evaluate Applications in Accordance with the criteria set out in **Section 8**.

### 6.22 Evaluation of Application - Supporting Documents

MSCL reserves the right to call for supporting documentation to verify the data provided by Bidders, at any time during the bidding process. The Bidder in such cases would need to provide the requested clarification / documents promptly and within the stipulated time failing which the Bidder is liable to be disqualified at any stage of the bidding process.

### 6.23 Evaluation of Application - Right to Reject

MSCL reserves the right to reject any Application if:

- (a) At any time, a material misrepresentation is made or uncovered; or
- (b) The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Application.

### 6.24 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. MSCL will treat all information submitted as part of Application in confidence and would require all those who have access to such material to treat the same in confidence. MSCL will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

### 6.25 Tests of responsiveness

6.25.1 Prior to evaluation of Applications, MSCL will determine whether each Application is responsive to the requirements of the RFQ cum RFP. An Application shall be considered responsive if the Application:

- is received by the Application Due Date (Clause 2.16) including any extension thereof pursuant to Clause 2.17
- is accompanied by MOU in case of a Consortium ( Appendix 10), if applicable, duly supported by Board resolution and charter documents
- Contains information required as per Appendix 3, 4(BRS 1 to2), 5(BRS 3 to 4) and 7.
- It is accompanied by a valid Earnest Money Deposit ;
- Letter of Undertaking for the Success fee of 1% of project cost (net of taxes) to the consultants and Consultancy Fees as per Exhibit 10. **(DELETED)**
- Letter of Acceptance as per **Appendix-13**
- Letter of Commitment as per **Appendix-14**
- Contains all the documents which were to be submitted as per the provisions of Section 6.15 of this Document.

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

#### **6.26 Clarifications**

To facilitate evaluation of Applications, MSCL may at its sole discretion, seek clarifications in writing from any Bidder regarding its Application.

#### **6.27 Qualification and Notification**

After the evaluation of Applications, MSCL would announce a list of successful Bidders (Bidders) who meet the Qualification Criteria. At the same time, MSCL would notify the other Bidders that their Applications have been unsuccessful.

#### **6.28 RFQ cum RFP Documents**

RFQ cum RFP Documents contain the following:

Volume I	Instruction to Bidders
Volume II	Draft Concession Agreement, Technical

The bidder has to conduct his own feasibility before submitting the bids.

#### **6.29 Fees of the Consultants (Deleted)**

6.30 Even if only a single bid is received (and technically qualified) or a single bid amongst several is technically qualified, the Authority retains the right to open his Financial Bid and award the Project.

## 7. GENERAL PROVISIONS

### 7.1 Non-Discriminatory and Transparent Bidding Proceedings

Mangaluru Smart City Limited (MSCL) shall ensure that the rules for the Bid Process for the Project are applied in a non-discriminatory, transparent and objective manner. Mangaluru Smart City Limited (MSCL) shall not provide to any Bidder, information with regard to the Project or the Bidding Process, which may have the effect of restricting competition.

### 7.2 Communication between Bidders and Mangaluru Smart City Limited (MSCL)

All communication, unless specified otherwise, on these RFQ cum RFP Documents to Mangaluru Smart City Limited (MSCL) shall be addressed to:

**The Managing Director,**

Mangaluru Smart City Limited,  
MCC Building, MGRoad, LalBagh, Mangaluru-575003  
Tel: 0824-2986321 ,  
E-Mail: [smartcitymangaluru@gmail.com](mailto:smartcitymangaluru@gmail.com)  
Web: <http://www.mangalorecity.mrc.gov.in>

All communication to the Bidder shall be sent to the Authorized Representative & Signatory at the addresses mentioned in the covering letters to this RFQ cum RFP, unless Mangaluru Smart City Limited (MSCL) is advised otherwise.

### 7.3 Interpretation of Documents

Mangaluru Smart City Limited (MSCL) will have the sole discretion in relation to:

- The interpretation of this RFQ cum RFP, the Proposals and any documentation provided in support of the Proposals; and
- All decisions in relation to the evaluation and ranking of Proposals, whether or not to request for any clarifications or additional information from Bidder in relation to its Proposal and the selection of the Successful Bidder.

Mangaluru Smart City Limited (MSCL) will have no obligation to explain its interpretation of this RFQ cum RFP, the Proposals or their supporting documentation and information or to explain the evaluation process, ranking process or the selection of the Successful Bidder.

### 7.4 Pre-Bid Conference

The pre-bid conference shall be convened in the office of MSCL at Mangaluru on the date as per schedule for bidding to respond/clarify on questions & doubts from bidders.

Bidders may send their queries to the Authority by the date as stipulated in the Proposal Data Sheet in writing. All the Bidders will be sent the clarifications to queries received till the stipulated date. The queries received after the prescribed date will not be entertained by the Authority.

- The purpose of the Pre-Bid Conference will be to clarify and discuss issues with respect to the Project, the RFP or any other related issues.
- The Bidder or his authorized representative is invited to attend a Pre-Bid Conference, which shall take place at the date and venue as prescribed in the Proposal Data Sheet
- It is advisable to attend the Pre-Bid Conference. Subsequent to the date of the Pre-Bid Conference, the Authority shall not respond to questions or inquiries from any Bidder.

**7.5.1** Bidders may send their queries to the Authority by the date as stipulated in the Proposal Data Sheet in writing. All the Bidders will be sent the clarifications to queries received till the stipulated date. The queries received after the prescribed date will not be entertained by the Authority.

- The purpose of the Pre-Bid Conference will be to clarify and discuss issues with respect to the Project, the RFP or any other related issues.
- The Bidder or his authorized representative is invited to attend a Pre-Bid Conference, which shall take place at the date and venue as prescribed in the Proposal Data Sheet
- It is advisable to attend the Pre-Bid Conference. Subsequent to the date of the Pre-Bid Conference, the Authority shall not respond to questions or inquiries from any Bidder.

## **7.6 Enquiries concerning the RFQ cum RFP / Draft Concession Agreement**

**7.6.1** MSCL encourages a careful review of these RFQ cum RFP Documents and preparation of the observations/ comments by the Bidder. The Bidder should send their comments in writing.

**7.6.2** Mangaluru Smart City Limited (MSCL) at its discretion, may respond to inquiries submitted by any Bidder. Such a response will be sent in writing to all the Bidders and will qualify as an “Addendum”.

**7.6.3** All inquiries should be submitted to the Mangaluru Smart City Limited (MSCL) in writing by e-mail to [smartcitymangaluru@gmail.com](mailto:smartcitymangaluru@gmail.com) with a copy marked to [wte2292@wadiaengg.com](mailto:wte2292@wadiaengg.com)

**7.6.4** No interpretation, revision or other communication regarding this solicitation is valid unless in writing and is signed by an officer so designated by the Managing Director of Mangaluru Smart City Limited (MSCL). Written copies of Mangaluru Smart City Limited (MSCL) responses, including a description of the inquiry but without identifying its source, will be sent to all the Bidder(s) and will qualify as an “Addendum”

## **7.7 Amendment of RFQ cum RFP**

**7.7.1** On its own initiative or on the basis of the Pre-Bid Conference and any further discussions with any/ all Bidder(s), Mangaluru Smart City Limited (MSCL) may at its own discretion make changes in the technical/commercial parameters for the Project, which would be common for all the Bidders. Such changes in the technical / commercial parameters of the Project will qualify as an “Addendum”.

**7.7.2** The Addendum will be posted on the website of Mangaluru Smart City Limited(MSCL) <http://www.mangalorecity.mrc.gov.in> and will be binding on the bidders. Each such Addendum shall become part of the RFQ cum RFP Documents.

**7.7.3** In order to offer prospective Bidders a reasonable time to take into account an Addendum while preparing their Proposals, or for any other reason, Mangaluru Smart City Limited (MSCL) may, at its discretion, extend the Proposal Due Date.

## **7.8 Submission of Bids**

### **7.8.1 Document Fee- as per E-Procurement Portal**

## **7.9 Bid Opening**

Bids shall be opened in the presence of Bidders' representatives, who choose to attend. Bidders' representatives attending the Bid Opening shall register to evidence their presence.

- The following information will be announced at the Bid Opening and recorded:
  - Bidder's names
  - Names of Consortium Members
- After the Bid Opening, information relating to the examination, clarification and evaluation of Bids and recommendations concerning the Bid Award shall not be disclosed.

## **7.10 Earnest Money Deposit**

- The Bidder shall submit an Earnest Money Deposit (EMD) for an amount of Rs 94 Lakhs /-(Rs. Ninety Four Lakhs only) along with its Proposal.
- The Earnest Money Deposit shall be in the form of a Bank Guarantee in favour of Mangaluru Smart City Limited (MSCL), payable at Mangaluru.
- The EMD shall be valid for a minimum period of 90 days more than Bid Validity Period. Upon any extension of the Bid Validity Period, the validity of the EMD shall be extended by the corresponding period.
- Mangaluru Smart City Limited (MSCL) shall have the right to reject the Proposal, which does not include the Earnest Money Deposit as non-responsive.
- The EMD of Unsuccessful Bidders, except the second successful bidder will be returned within a period of ten (10) days from the date of acceptance of Letter of Intent by the Successful Bidder. However, the EMD of second successful bidder shall be returned on signing of the concession agreement by the successful bidder.
- The EMD of the Successful Bidder shall be returned on submission of Performance Security by the Successful Bidder to the Concessions Authority as per Section 6.24 of this RFQ cum RFP Document.

In addition to the above, Mangaluru Smart City Limited (MSCL) will promptly release EMD of all the Bidders in the event Mangaluru Smart City Limited (MSCL) decides to terminate the Bidding Process.

The EMD shall be forfeited by Mangaluru Smart City Limited (MSCL), in any of the following case:

The Bidder withdraws his bid after the Proposal Due Date

Successful Bidder fails to accept Letter of Intent

Successful Bidder fails to submit the Performance Security or

As per the provisions of Draft Concession Agreement

### **7.11 Performance Security: As per article 9 of the 'draft concession agreement'**

#### **7.11.1 Construction Performance Security**

7.11.1.1 The Concessionaire shall, for the performance of its obligations hereunder during the Construction Period, provide to the Procuring Entity no later than 90 ( ninety) days from the date of this Concession Agreement, an irrevocable and unconditional guarantee from a Bank for a sum of Rs5 Crores (Rupees Five Crores only) "Construction Performance Security", valid from the date of issue thereof and until Operations Date in favor of Mangaluru Smart City Limited from \_\_\_\_\_ Bank (a nationalized/scheduled bank), and payable and enforceable in Mangaluru in the form set forth in Schedule L. Until such time the Performance Security is provided by the Concessionaire pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Procuring Entity shall release the Bid Security submitted by the Concessionaire at the time of submitting the RFP.

7.11.1.2 Notwithstanding anything to the contrary contained in this Agreement, in the event Construction Performance Security is not provided by the Concessionaire within a period of 90 ( ninety) days from the date of this Concession Agreement, the Procuring Entity may encash the Bid Security submitted by the Concessionaire at the RFP Stage and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Concession Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and this Concession Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

#### **7.11.2 Operation & Maintenance Performance Security**

7.11.2.1 For securing the due and punctual performance of obligations of the Concessionaire during the Operations Period, the Concessionaire shall deliver to the Procuring Entity, 30 (thirty) days prior to the Scheduled Project Completion Date or Operations Date, whichever is earlier, a Demand Draft / Bank Guarantee of Rs. 5.50 Crores (Rupees Five Crores Fifty Lakhs only ) valid from the date of issue thereof until the Transfer Date of the Project, in favor of MSCL from a scheduled/nationalized bank acceptable to the Procuring Entity and enforceable and payable at Mangaluru, in the form set forth in Schedule M (the "Operations and Maintenance Performance Security").

7.11.2.2 The Concessionaire's failure to provide the Operations and Maintenance Performance Security, in accordance with the provisions of this Section 9.2 shall (i) entitle the Procuring Entity to call in and invoke the Construction Performance Security and retain and appropriate the same and (ii) constitute a Concessionaire Event of Default entitling the Procuring Entity to terminate this Agreement under the provision of Article 33 hereof;

7.11.2.3 The Prospective Tenderer/Concessionaire shall keep the Construction and Operations and Maintenance Performance Security valid at all times during the stipulated period and renew it 30 (thirty) days prior to the expiry of its validity, failure of shall be deemed as an event of default.

#### **7.11.3 Appropriation of Performance Security**

(As per article 9.3 of the draft concession agreement)

#### **7.11.4 Release of Performance Security**

(As per article 9.4 of the draft concession agreement)

#### **7.12 Sources of Funds**

The responsibility to raise funds for the Project would rests with the Successful Bidder.



## 8. DESCRIPTION OF THE SELECTION PROCESS

### 8.1 CRITERIA FOR EVALUATION

#### 8.1.1 Evaluation Parameters

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

- Technical Experience
- Financial capability factor, in terms of:
  - Turn over
  - Net worth
  - Net cash accruals

On each of these parameters, the Bidder would be required to meet the evaluation criteria as detailed in this Section. Bidders meeting all the criteria only will be qualified for further evaluation of the Proposal.

#### 8.1.2 Eligible Experience

##### Technical Experience

For the purpose of this RFQ cum RFP, the applicant which could be single entity or the consortium shall be evaluated on the following:

- (i) Development or construction of similar Infrastructure projects (either individually or as a consortium member) each having a minimum project cost **as given in clause 8.1.7 table.**

##### Eligible project:

- a) Projects awarded/awarded and under execution/completed during the last seven financial years, not before 31st March 2010, shall only be considered.
- b) Weightage will be given to experience of similar kind of infrastructure projects than to experience of infrastructure projects. Similar kind of infrastructure: Multi level Car Parking(MLCP)/car parking with minimum equivalent car space of 100 four Wheeled vehicle, RCC frame structure commercial buildings & shopping malls.
- c) Experience as a consortium member will be considered in proportion to the equity holding in the project at the time of execution /construction of the Project.

Documentary evidence in the form of a CA certificate (Appendix 4) must be submitted along with the proposal:

- a) A certificate from the appropriate authorities of respective clients should be submitted in support of the above in case of completed projects.
- b) Relevant pages of the Contract Agreement in projects which are awarded and under execution as per clause 8.1.2 (a). Relevant pages shall mean the Preamble of the CA detailing the Parties and the last pages detailing the signatories.

- c) A copy of the Work Order/Letter of Award in cases where the work has been awarded within three months before the RFQ CUM RFP application due date.

### 8.1.3 Details of Experience

The Bidder should furnish details of technical experience as on the date of submission of RFQ cum RFP as per **Appendix 4**, Bid Response Sheet No. 1.

The Bidder must provide the necessary project specific information as per **Appendix 4**, Bid Response Sheet No. 2.

### 8.1.4 Financial Capability

The financial capability of the bidder / consortium will be evaluated on the basis of

- Turnover
- Net Worth and
- Net Cash accruals

The Bidders should provide information regarding the above based on audited annual accounts.

The Application must be accompanied by the audited Balance Sheet and Profit and Loss Account of the Bidder (of each member in case of a consortium) as per **Appendix 5** for the last three (3) Financial Years not prior to 2014-15.

### 8.1.5 Evaluation Criteria for Financial Capability

For the purpose of Qualification, the applicant – a single entity or a consortium should demonstrate the threshold Financial Capability measured on the following criteria:

1. Minimum Turnover of **Rs. 35 crores** average of the last three financial years not earlier than 2014-15
2. Minimum average annual net cash accrual of **Rs 10 crores** in last 3 financial years not earlier than 2014-15
3. Minimum Net worth of **Rs. 25 Crores** as on 31st March 2017 as certified by Chartered Accountant.
4. Single entity bidder and all members of the consortium, if applicable, should be profit-making concerns for the last 3 yrs not prior to 2014-15.

### 8.1.6 Special Conditions for a Consortium

In case the Bidder is a Consortium, turnover, net worth and net cash accruals would be taken as an arithmetic sum of net worth, turnover and net cash accruals of each member of the Consortium, calculated in the ratio of their stake in the consortium/JV. The Consortium would be required to meet the threshold criteria on the basis of aggregate figures subject to provisions of this Clause. Such sum will be considered if date/s of all such certified value are submitted for each consortium partner.

### 8.1.7 Evaluation methodology

The technical and financial capacity of the bidder will be evaluated as per following:

SI No	Criteria of evaluation (Technical Criteria)	Marks
1	Preliminary 'Concept design report' quality assessment	10
2	Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -	40
A	Three similar completed works costing not less than the amount equal to 40% of the estimated cost	
	or	
B	Two similar completed works costing not less than the amount equal to 50% of the estimated cost	
	or	
C	One similar completed work costing not less than the amount equal to 80% of the estimated cost.	
3	PPP experience of implementation of at least one project of any infrastructure of at least 50% value of the estimated cost of MLCP project (Rs 49 Cr)	30
4	O & M experience of at least 3 years on similar retail development project with MLCP of at least capacity (305 cars)	10
5	O & M experience of at least 1 year on similar retail development project with MLCP of at least capacity (305 cars) with IT/ICT based interventions	10
	<b>Total</b>	<b>100</b>

Sr. No	Criteria	Marks	Marking System
2	Financial criteria		
2a.	Net worth	40 Marks	30 Marks for the initial Rs. 25Cr. and 10 marks for addl. Rs. 25 Cr or more.
2b.	Turnover	30 Marks	20 marks for the initial Rs. 35 Cr. and 10 marks for addl. Rs. 35 cr or more.
2c.	Average Net cash accruals	30 Marks	20 marks for the initial Rs. 10 Cr. and 10 marks for addl. Rs. 10 cr or more.
	<b>TOTAL</b>	<b>100</b>	

8.1.8.1 For evaluation of technical experience as per clause 8.1.2 and of financial capability as per clause 8.1.5, the financial and technical capabilities of the group companies/associates shall also be considered (for Projects costing Rs.300.00 cr or more). For these purposes group companies/associates shall mean the following "For the purposes hereof, associate means, in relation to the applicant/consortium member a person who controls and is controlled by or is under the common control with such applicant/consortium member. As used in this definition, the expression 'control' means, with respect to a person, which is company or corporation, the ownership, directly or indirectly of more than 50% 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 a person, whether by operation of law or by contract or otherwise". **(NOT APPLICABLE)**

8.1.8.2 In case the RFQ CUM RFP applicant claims the technical and/or financial capacity of its group companies/associates, the applicant shall necessarily submit documentary evidence in proof of such claims. Such documentary evidence shall consist of CA certificates to support such capacity and also to establish requisite "Control" relationship as defined in 8.1.8.1 above. **(NOT APPLICABLE)**.

- 8.1.9 The scores for the technical and financial capacity evaluated as per clause 8.1.1 shall be added to arrive at **combined** score of each applicant against maximum total marks of 200. Applicants scoring 50% or more in the combined scores shall be eligible for the opening of the financial proposal.

## **8.2 Evaluation of Financial Proposal**

Financial Proposal of the Bidders only who have secured 50 % or more marks (Clause 8.1.7) would be evaluated. The evaluation criteria for assessment of the Financial Proposals are described in Section 10 of this RFQ cum RFP. In case of ambiguity between the amount in words and figures the former shall prevail.

## 9. RULES REGULATING THE CONSORTIUM

The objective of this stage is to outline the Rules regarding the Consortium. The Envelope A shall contain the information in respect of the Bidder/Consortium as per Clause 6.15 of this RFQ cum RFP document. Following are the rules which shall guide the operation of the Consortium:

### 9.1 Consortium of Bidders

#### 9.1.1 Rules Regulating the Participation of a Consortium of Companies

Mangaluru Smart City Limited (MSCL) may also consider a bid submitted by a consortium of companies subject to the following conditions:

1. The Consortium Members should not exceed four.
2. The foreign construction company / Developer may apply directly for the project or in association with Indian Partner subject to the prevailing GoI, FDI and Indian Laws.
3. The members of the Consortium must form a Special Purpose Vehicle (SPV) and submit anMoU to that extent as per Clause 6.2.3 (f) below.
4. The commercial arrangements and roles and responsibilities between the consortium partners should be specified in Memorandum of Understanding and duly executed copy of MOU should be submitted along with the proposal. The MOU to be entered into between the Consortium Members as per Appendix 10 of this RFQ cum RFP Document shall reflect the above.
5. The members of the consortium shall designate among themselves one member as “Lead Consortium Member”.
6. Lead Consortium Member shall hold a minimum of 51% equity in the SPV and each of the other Consortium Member shall hold a minimum of 11% in the SPV.
7. The Members of the Consortium shall execute Power of Attorney as per the format enclosed in Appendix 1B of RFQ cum RFP Document.
8. A bidder who has applied for a project in its individual capacity or as a part of a consortium cannot participate as a Member of any other Consortium applying for this Project.

#### 9.1.2 Change in Composition of Consortium

There should be no change in the consortium structure after the submission of bid. If there are any changes in the consortium structure by any bidder, Mangaluru Smart City Limited (MSCL) reserves the right not to consider the change in the consortium and to reject such a bid.

No change in Consortium Members shall be allowed till the completion of the project or a minimum of 4 years (whichever is later). However, the Lead Consortium Member shall not be allowed to be changed over the entire Concession Period and shall continue to hold 51% stake in the Consortium till the start of Commercial Operations. The Lead Consortium Member shall be allowed to dilute the stake after the commercial operations date with the approval of the Concessions Authority such that the stake of the Lead Consortium Member in the consortium shall not fall below 26% at any time till the end of Concession Period.

#### 9.1.3 Other Conditions in Respect of Consortium

Each Consortium Member shall have a minimum of 11% stake in the SPV formed. None of the Consortium Member shall be allowed to dilute its stake till the completion of the project or a minimum of 4 years (whichever is later).

Lead Consortium Member shall invest minimum 51% of the equity towards the project. Lead Consortium Member shall not be allowed to dilute its stake to a level below 51% till the start of commercial operations. The Lead Consortium Member shall be allowed to dilute the stake after the commercial operations date with the approval of the Concessioneing Authority such that the stake of the Lead Consortium Member in the consortium shall not fall below 26% at any time till the end of Concession Period.

Any change in Consortium members may be allowed only if equal or better replacement is there. However, any change in consortium shall be at the discretion of the Concessioneing Authority.

The Concessioneire may be allowed to novate the agreement after completion of three consecutive years of commercial operations and realization of the full project land value ( at circle rates) by the Concessioneing Authority. The Concessioneire shall submit the details of the proposed novatee along with its other qualifications (financial and technical capabilities) to the Concessioneing Authorities for its due approval. Novatee, the Concessioneire and the Concessioneing Authority shall enter into a tripartite agreement. Concessioneing Authority shall reserve the right to reject any novation at any time. No further novation shall be permitted.

## 10. METHODOLOGY & CRITERIA FOR EVALUATION OF FINANCIAL BID (ENVELOP B)

### 10.1 Financial Proposal Evaluation

This part of the RFQ cum RFP provides information on the methodology that will be used to evaluate the Financial Proposals received.

The Project will be awarded to such Eligible Bidder, which submits a responsive Bid and offers to enter into a Draft Concession Agreement on the best financial terms with MSCL.

These RFQ cum RFP Documents stipulate the minimum qualification for the Project. These RFQ cum RFP documents may be amended or technical and financial parameters of the Project may be changed by Mangaluru Smart City Limited (MSCL) by issue of an Addendum. Such an Addendum will form part of these RFQ cum RFP documents and would be common for all the Bidders. Bid Evaluation Committee reserves the right to reject the Proposals, which do not conform to the provisions stipulated in the RFQ cum RFP Documents.

Financial Proposal of only the Bidders who have achieved on 50% or more marks after evaluation of Envelope A, would be opened and evaluated. The Financial Proposals of the non-responsive Bidders would be returned to the respective Bidders unopened.

Bid Evaluation Committee shall evaluate and submit its recommendations to the competent authority.

#### 10.1.1 Responsiveness of Financial Proposal

Bid evaluation committee (BEC) through Mangaluru Smart City Limited (MSCL) will open Envelope 'B' of only who have achieved on 50% or more marks after evaluation of Envelope A as per Section 8.1.7 of this document. Any bid containing caveats/ deviations from RFQ cum RFP Documents is liable to be rejected by BEC/ Mangaluru Smart City Limited (MSCL).

Bidders shall be ranked as per the revenue share payable in annual installments, starting 4<sup>th</sup> year onwards (3 years moratorium) from the date of the signing of the Concession agreement. The proposal of the bidder quoting the highest revenue share shall be considered as the proposal having highest financial score ***subject to being above the minimum reserve value of Rs 50 lac in annual installments, increased at the rate of 3% per year during concession period. The proposal with highest financial score would be ranked first.***

#### 10.1.2 Determination of Preferred Bidder

- Mangaluru Smart City Limited (MSCL) shall issue a Letter of Intent (LOI) to the Successful Bidder after obtaining approval from the Competent Authority which needs to be accepted by the successful bidder within 7 days of issuance of Letter of Intent.
- MSCL shall issue a Letter of Award (LOA) after getting the approval of the Board to the successful bidder within 15 days of issuance of LOI by Mangaluru Smart City Limited (MSCL).

- The Successful Bidder shall enter into Concession Agreement with MSCL for the implementation of the project within 45 days of issuance of LOA.
- The successful Bidder shall be required to give performance security before signing of the Concession Agreement within 30 days of issue of Letter of Award. If the Successful Bidder fails in entering into contract (Concession Agreement) as required within 45 days of issue of LOA without giving the required clarifications to the satisfaction of Mangaluru Smart City Limited (MSCL), Mangaluru Smart City Limited (MSCL) reserves the right to begin negotiations with the next highest ranked Bidder and cancel the LOA issued & forfeit the submitted EMD amount.
- Mangaluru Smart City Limited (MSCL) also reserves the right to reject any Proposal if:
  - At any time, a material misrepresentation is made or uncovered, or
  - The Bidder does not respond promptly and thoroughly to the requests for supplementary information required for evaluation of the Proposal.
  - The Proposal deviates from the commercial parameters of these RFQ cum RFP Documents.

## **10.2 Concession Fee**

- In consideration of the grant of Concession under this Agreement, the Concession Fee payable by the Concessionaire to the Authority shall be Rs.2 Crores per year during the 1<sup>st</sup> three years of this Agreement totaling Rs 6 Crores.
- The Concession Fee, for each year, shall be paid in advance within 7 (Seven) days of the commencement of the each Accounting Year, for which it is due and payable.



## APPENDICES

### APPENDIX 1A

#### FORMAT FOR POWER OF ATTORNEY FOR SIGNING PROPOSAL (On a Stamp Paper of appropriate value)

##### POWER OF ATTORNEY

Know all men by these presents, we \_\_\_\_\_ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. \_\_\_\_\_ (name and address of residence) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the [insert name of project] on Design, Build, Finance, Operate and Transfer (DBFOT) basis in the state of Karnataka, including signing and submission of all documents and providing information/ responses to Mangaluru Smart City Limited, representing us in all matters before GOK, and generally dealing with MSCL in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all such acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all such acts, deeds and things lawfully done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature)

(Name, Title and Address)  
Accepted

\_\_\_\_\_ (Signature)

(Name, Title and Address of the Attorney)

Company seal & stamp

##### **Notes:**

- To be executed by the sole Bidder or the Lead Member in case of a Consortium duly supported .by a Board Resolution*
- 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, where required, the executants(s) 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.*

## APPENDIX 1B

### FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

*(On a Stamp Paper of appropriate value)*

#### POWER OF ATTORNEY

Whereas Mangaluru Smart City Limited, (MSCL) has invited Proposals from interested parties for the on Design, Build, Finance, Operate and Transfer (DBFOT) basis ("the Project")

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Bid Document and other connected documents in respect of the Project, and

Whereas, it is necessary under the Bid Document for the members of the Consortium to nominate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all such acts, deeds and things as may be necessary in connection with or incidental to the Consortium's proposal for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. \_\_\_\_\_, and M/s. \_\_\_\_\_ (the respective names and addresses of the registered office) do hereby constitute, appoint and authorize M/s. \_\_\_\_\_ as the Lead Member of the Consortium and as our attorney, to do on behalf of the Consortium, all or any of such acts, deeds or things as may be necessary in connection with or incidental to the Consortium's proposal for the Project, including submission of application/ proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with Mangaluru Smart City Limited, (MSCL), or any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with Mangaluru Smart City Limited, (MSCL).

We hereby agree to ratify all such acts, deeds and things lawfully done by Lead Member as our said attorney pursuant to this Power of Attorney and that all acts deeds and things lawfully done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 200\_.

(Executants)

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

Company seal & stamp

**Note:**

- 1. 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.*
- 2. The executant(s) should submit for verification the extract of the charter documents and documents such as Board Resolution and Power of Attorney in favour of the person executing this Power of Attorney in favour of the Lead Member.*

## APPENDIX 2

### 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 roles and responsibilities in this Project.
  
- 3 Name, Designation, Address and Phone Nos. of Authorized Signatory of the Bidder
  - a) Name:
  - b) Designation:
  - c) Company:
  - d) Address:
  - e) Telephone No:
  - f) E-mail Address:
  - g) Fax No:
  
- 4 Details of individual (s) who will serve as the point of contact / communication for MSCL, within the Company
- 5 Name:
- 6 Designation:
- 7 Company:
- 8 Address:
- 9 Telephone No:
- 10 E-mail Address:
- 11 Fax No:
  
- 12 In case of Consortium:

The information above (1-4) should be provided for all the Members of the Consortium

Information regarding role of each Member should be provided as per table below:

1.1.1	1.1.2 Name of the Member	1.1.3 Role of the Member

Specify whether Lead Member, Associate Member

#### To be enclosed:

1. Documents certifying Bidder's legal status

2. Certificate of incorporation / registration
3. In case of a Consortium, Joint Bidding Agreement & Power of Attorney signed by each Consortium partner, clearly indicating the lead partner
4. Latest brochures/ organization profiles etc.

(Signature of Authorized Signatory)

**Company seal & stamp**

### APPENDIX 3

#### FORMAT FOR LETTER OF APPLICATION

*[On the Letter Head of the Bidder (in case of Single Bidder) or Lead Member (in case of a Consortium)]*

Date: -----

The Managing Director,

Mangaluru Smart City Limited, (MSCL)  
MCC Building, MG Road, LalBagh, Mangaluru-575003 India

[insert name of project] on Design, Build, Finance, Operate and Transfer (DBFOT) basis Sir,

Being duly authorized to represent and act on behalf of \_\_\_\_\_ (hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses it's interest and apply for qualification for the [insert name of project].

We are enclosing our Proposal, in one Original and two Copies, with the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Proposal are complete, true and correct in every detail.

We confirm that the application is valid for a period of 180 days from the due date of submission of application and unconditional.

We hereby also confirm the following:

1. The Proposal is being submitted by (name of the bidding Company/Lead Consortium member) who is the Bidding Company/the Lead Consortium Member of the Bidding Consortium Comprising (mention the names of the entities who are the Consortium Members), in accordance with the conditions stipulated in the RFQ cum RFP.
2. As the Bidding Company/Lead Consortium Member (in case of a Bidding Consortium), we hereby confirm to abide by the roles and responsibilities assigned to us as per the MoU between the Consortium Members and as outlined in this RFQ cum RFP.

We have examined in detail and have understood the terms and conditions stipulated in the RFQ cum RFP Document issued by Mangaluru Smart City Limited (MSCL) and in any subsequent communication sent by Mangaluru Smart City Limited (MSCL). We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFQ cum RFP or in any of the subsequent communications from Mangaluru Smart City Limited (MSCL).

- a) We confirm that there are no conditions in "Envelope B: Financial Proposal".
- b) The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RFQ cum RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
- c) We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare this Financial Proposal and as required to Design, Build, Finance,

Operate and Transfer Multi level Car Parking (MLCP) at Hampankatta in Mangaluru, in the event that we are finally selected.

- d) We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for a period of 120 days from the Proposal due date.

Our PAN number is -----

Our TAN number is -----

Thanking You,

Yours Sincerely,

For and on behalf of : (name of the Bidding Company / Lead Consortium Member and the Company Seal)

Signature : (Authorized Representative & Signatory)

Name of the Person:

Designation:

## APPENDIX 4

### INFORMATION RELATED TO EXPERIENCE

#### GUIDELINES

1. Member Code : NA= Not Applicable in case of a single entity Bidder, LM =Lead member, AM= Associate Member
2. The Chartered Accountant issuing the certification for Experience of the Bidder must hold a valid Certificate of Practice.
3. Any Bidder consisting of a Single Entity should fill in details as per the row titled Single Entity Bidder and ignore the other rows mentioned below. In case of a Consortium, the details need to be provided as per the lower rows and the row titled Single Entity Bidder may be ignored.

#### FORMAT FOR ESTABLISHING EXPERIENCE OF BIDDER

##### BID RESPONSE SHEET 1

S.No	Name of the Project	Type: Similar or core/infrastructure	Location	Rs. Crores	Award	Completion	Authority for whom awarded	holding certificate of execution/contract	Registered Marks

Note:

- Only the eligible projects that satisfy technical criteria shall be included.*
- All the Financial numbers are to be given in INR*
- The format shall be filled up for each member of the consortium and as a cumulative experience for the consortium*

(Signature of Authorised Signatory)

**Company seal & stamp**

**Signature , Name, Address and Membership No. of Chartered Accountant**

### Bid Response Sheet 2

Name of Bidder:		Member Code:
		Category:
1.	Name of Contract	
	Country	
2.	Name of Employer	
3.	Employer's address, telephone and fax no.)	
4.	Role (strike out whichever is not applicable) Developer/Prime contractor/ Subcontractor	
5.	Value of the Total Contract (in specified currencies and INR)	
6.	Value of the Bidder's Contract (in specified currencies and INR)	
7.	Certified Billings till date (in specified currencies and INR and exchange rate)	
8.	Date of Award	
9.	Date of Commencement of Project/ Contract	
10.	Date of Completion/ Commissioning	

(Signature of Authorized Signatory)

### Company seal & stamp

### Instructions

1. Information provided in this section is intended to serve as a back up for information provided in accordance with Appendix 4, Bid Response Sheet 1.
2. The Projects cited must comply with the eligibility criteria.
3. A separate sheet should be filled for each of the Eligible Projects.



**APPENDIX 5**

**FORMAT FOR ESTABLISHING FINANCIAL CAPABILITY OF THE BIDDER**

**Bid Response Sheet 3**

**Format for Financial Capability of Single Entity Bidder**

Turnover, Net Worth and Net Cash Accruals

Net Worth(Rs. Crores )	Net Cash Accruals				Turnover(Rs. Crores )	
	(CA)(Rs. Crores )					
As on 31.3.17	Year	Year	Year	Year	Year	Year

(Signature of Authorized Signatory)

**Company seal & stamp**

**Signature, Name, Address and Membership No. of Chartered Accountant.**

**BID RESPONSE SHEET 4**

**Format for Financial Capability of Consortium**

Turnover, Net Worth and Net Cash Accruals

Bidder Type	Equity share (%)	Turnover ( RsCrores)			Net Worth (Rs.Crores) As on 31 <sup>st</sup> March2017	Net Cash Accruals (CA) (Rs. crores)				
		Year	Year	Year		Year	Year	Year	Year	Total
Consortium										
Member 1										
Consortium										
Member 2										
Consortium										
Member ....										
Total										
Aggregate Turnover = Rs ----- crores										
Aggregate Net worth = Rs _____ crores										
Aggregate Net Cash Accruals = Rs _____ crores										

(Signature of Authorised Signatory)

**Company seal & stamp**

**Signature , Name, Address and Membership No. of Chartered Accountant**

## APPENDIX 6

### Format for Proposal Security (Bank Guarantee)

#### PROPOSAL SECURITY FORMAT

#### UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

Bank Guarantee No.: \_\_\_\_\_

Dated: \_\_\_\_\_

#### Issuer of Bank Guarantee:

\_\_\_\_\_ (Name of the Bank)

\_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as the “Bank”)

#### Beneficiary of Bank Guarantee:

Mangaluru Smart City Limited

On behalf of

Govt. of Karnataka

#### Nature of Bank Guarantee:

Unconditional and irrevocable Bank Guarantee.

#### Context of Bank Guarantee:

Whereas the Mangaluru Smart City Limited (the “Authority”) has invited bids by its Request for Proposal dated .....(the “RFP”) for the selection of a Concessionaire for Planning, Designing, Engineering, Finance, Construction, Development, Operation and Maintenance of Multi Level Car Parking-cum-Commercial Complex (“Project”) in Mangaluru, Karnataka. Whereas in accordance with the terms of the RFP,.....is submitting a bid for the Project in ....., and is required to submit a security of Rs. ----- (Rupees ----- Lakhs Only) with respect to the same.

#### Operative part of the Bank Guarantee:

- a) At the request of the (Insert the name of the Bidder), we \_\_\_\_\_,  
\_\_\_\_\_ (name and address of the bank), hereinafter referred to as the

“Bank”), do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the MSCL i.e. the beneficiary on behalf of the Bidder, up to a total sum of Rs. ----- (Rupees ----- Lakhs Only), such sum being payable by us to the ----- immediately upon receipt of first written demand from MSCL.

- b) We unconditionally and irrevocably undertake to pay to the MSCL on an immediate basis, upon receipt of first written demand from the MSCL and without any cavil or argument or delaying tactics or reference by us to Bidder and without any need for the MSCL to convey to us any reasons for invocation of the Guarantee or to prove the failure on the part of the Bidder to repay the amount of \_\_\_\_\_ or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs----- (Rupees ----- Lakhs Only).
- c) We hereby waive the necessity of the MSCL demanding the said amount from Bidder prior to serving the Demand Notice upon us.
- d) We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree that the MSCL shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by Concessionaire, which are recoverable by the MSCL by invocation of this Guarantee.
- e) This Guarantee will not be discharged due to the change in constitution of the Bank or the Bidder. We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the MSCL.
- f) We unconditionally and irrevocably undertake to pay to the MSCL, any amount so demanded not exceeding Rs. ----- (Rupees ----- Lakhs Only), notwithstanding any dispute or disputes raised by Bidder or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the MSCL, shall be a valid discharge of our liability for payment under this Guarantee and the Bidder shall have no claim against us for making such payment.
- g) This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until \_\_\_\_\_ (180 days from the proposal due date). Notwithstanding any contained herein:
- h) Our liability under this Bank Guarantee shall not exceed Rs. ----- (Rupees ----- - Lakhs Only)
- i) This unconditional and irrevocable Bank Guarantee shall be valid for a period of 4 days from \_\_\_\_\_ (Proposal Due Date).

## APPENDIX 7

### GUIDELINES FOR PROVIDING INFORMATION RELATED TO FINANCIAL CAPABILITY

1. The Bidder should provide the Financial Capability based on its own audited financial statements. Financial capability of the Bidder's parent company or its subsidiary or any associate company (who are not Members of the Consortium) will not be considered for computation of the Financial Capability of the Bidder.
2. Member Code LM = Lead member, AM = Associate Member
3. Instructions for calculation of Financial Capability:
  - a) Net Cash Accruals = (Profit After Tax + Depreciation + Other non-cash expenditure)
  - b) Net Worth = Subscribed and Paid-up Equity (including Share Premium, if any) + Reserves - Revaluation Reserves - Miscellaneous expenditure not written off-Deferred Revenue Expenditure-Deficit in Profit & Loss Account
  - c) The financial year would be the same as followed by the Bidder for its annual report. Year 1 will be the last Financial Year. Year 2 shall be the year immediately preceding Year 1.
  - d) The Bidder shall provide audited Annual Reports as required under this Bid Document. For a Consortium, audited Annual Reports of all Members shall be provided.
  - e) In case of a Consortium comprising of members with holdings in each other, the cross holdings between the group companies comprising part of the Consortium will be deducted for the purpose of Net Worth calculations.
4. Financial details of the Bidder. If the Bidder is a consortium the Financial Details of all the members. The Financial Details should be provided in the following manner.

Name of Member:

Role of Member:

SN	Particulars as per the Audited	Year 3		Year 2	Year 1	TOTAL
	<b>Balance Sheet</b>					
1	Profit After Tax (PAT)					
2	Depreciation					
3	Other non-cash expenditure					
4	Subscribed and Paid up Equity					
5	Reserves					
6	Revaluation reserves					
7	Miscellaneous expenditure not written off					
8	Deferred Revenue Expenditure					
9	Deficit in Profit & Loss Account					

10	<b>Net Cash Accruals = (1+2+3)</b>					
11	<b>Net Worth = (4+5-6-7-8-9)</b>					

(Signature of Authorized Signatory)

**Company seal & stamp**

**Signature, Name, Address and Membership No. of Chartered Accountant**

## APPENDIX 8

### FORMAT FOR ANTI-COLLUSION CERTIFICATE

*[To be submitted on the letter heads of the bidders separately]*

#### Anti-Collusion Certificate

Date: -----

The Managing Director,  
Mangaluru Smart City Limited, (MSCL)  
MCC Building, MG Road, LalBagh, Mangaluru-575003 India

**[insert name of project] on Design, Build, Finance, Operate and Transfer (DBFOT) basis Sir,**

We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_

Name of the Bidder

Signature of the Authorized Person

#### **Note:**

*To be submitted by each Member in case of Consortium.*

## APPENDIX 9A

### FORMAT FOR PROJECT UNDERTAKING

*[To be submitted on the letter heads of the bidders separately]*

The Managing Director,

Mangaluru Smart City Limited, (MSCL)  
MCC Building, MGRoad, LalBagh, Mangaluru-575003 India

**[insert name of project] on Design, Build, Finance, Operate and Transfer (DBFOT) basis**

Sir,

We have read and understood the Bid Document in respect of the captioned project provided to us by the Managing Director, Mangaluru Smart City Limited, (MSCL)

We hereby agree and undertake as under:

- 1 Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects.
- 2 We are not barred by the Government of India or the Government of Karnataka or their Departments or Agencies from participating in any projects (DBFOT or otherwise).

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, .

Name of the Bidder

\_\_\_\_\_

Signature of the Authorized Person

**Company seal & stamp**

**APPENDIX 9B**

**FORMAT FOR PROJECT UNDERTAKING**

*[In case of Consortium]*

*[To be submitted on the letter heads of the bidders separately]*

The Managing Director,

Mangaluru Smart City Limited, (MSCL)  
MCC Building, MG Road, LalBagh, Mangaluru-575003 India

**[insert name of project] on Design, Build, Finance, Operate and Transfer (DBFOT) basis**

Sir,

We have read and understood the Bid Document in respect of the captioned project provided to us by the Managing Director, Mangaluru Smart City Limited, (MSCL)

We hereby agree and undertake to be an exclusive member of the consortium and not a member of any other consortium nor an independent Bidder, bidding for this project and has submitted only one (1) Application in response to this RFQ CUM RFP

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, .

Name of the Bidder

\_\_\_\_\_  
Signature of the Authorized Person

**Company seal & stamp**



**Exhibit 2 Principles of the Memorandum of Understanding to be executed between the Members of a Consortium**

In case of a Bidding Consortium, the principles according to which the Memorandum of Understanding (MoU) shall be executed between/among the Consortium Members are stated below:

- a) The MoU should clearly specify the roles and responsibilities of each of the Consortium Members, along with their proposed equity contribution. It is expected that the individual members have role definitions not conflicting with those of the other Consortium Members.
- b) The MoU should clearly designate one of the Consortium Members as the Lead Consortium Member.
- c) The Lead Consortium Member shall be responsible for:

Tying up finances for the Project

Liasoning with the lending institutions and mobilizing debt resources for the Project.

Ensuring the individual and collective commitment of each of the Consortium members in honouring the Developer's obligations towards MSCL. The Lead Consortium Member would be responsible for the overall execution of the Project. All Consortium Members shall be jointly and severally responsible for the same.

- d) The MoU shall be duly signed by each of the Consortium Members
- e) The MoU should be executed on appropriate stamp paper
- f) The MoU should be specific to this Project
- g) The MoU should be valid for a minimum period of twelve months from the Last Date for submission of the Request for Proposal. The validity period of the MoU should be extendible on the original terms, if required by MSCL.
- h) MoU should clearly specify that in case of award of the project each consortium member will invest at least 11% equity for project.

## APPENDIX 10

### FORMAT FOR MEMORANDUM OF UNDERSTANDING (MOU)

(On Non – judicial stamp paper of Rs 100/- or such appropriate document duly attested by notary public)

**This Memorandum of Understanding (MOU)** entered into this \_\_\_\_ day of \_\_\_\_\_ 2018 at \_\_\_\_\_  
Between \_\_\_\_\_ (hereinafter referred as” \_\_\_\_\_”) and having office at \_\_\_\_\_, India Party of  
the First Part

**2.1** And

\_\_\_\_\_ (hereinafter referred as” \_\_\_\_\_”) and having office at \_\_\_\_\_, India **Party of the  
Second Part**

The parties are individually referred to as **Party** and collectively as **Parties**.

**WHEREAS** Mangaluru Smart City Limited (MSCL) has invited RFQ cum RFP from entities interested in  
[insert name of project] Project

**AND WHEREAS** the Parties have had discussions for formation of a Consortium for bidding for the said  
Project and have reached an understanding on the following points with respect to the Parties’ rights  
and obligations towards each other and their working relationship.

#### IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the Parties will form a Special Purpose Vehicle (SPV) with the shareholding commitments expressly stated. The said SPV shall not undertake any other business during the Concession Period, to domicile the Project prior to the start of implementation of the Project.
2. That the equity share holding of the Parties in the issued and paid up capital of the SPV shall not be less than as Specified Under Evaluation Criteria Mentioned in RFQ CUM RFP Document during the Concession Period.
3. That M/s \_\_\_\_\_, and M/s \_\_\_\_\_, who are Members of the Consortium commit to hold the following equity stake in the SPV which are in line with the requirements of Clause 3 of Evaluation criteria of the RFQ Document at all times during the Lease Period.

2.2	Name of Member	2.3	Type of Member	% of shareholding
2.4	1. M/s.	2.5		
2.6	2. M/s.	2.7		

4. that any dilution in the equity holding by the Parties in the SPV shall be as per the provisions of the Concession Agreement that will be executed on award of the Project to us.
5. However the parties undertake that there shall be no change in respect of the lead member in case of a consortium till the execution of the concession agreement.

6. That the Parties shall carry out all responsibilities as Concessionaire in terms of the Concession Agreement.
7. That the roles and the responsibilities of each Party at each stage of the Bidding shall be as follows:

2.8	Name of Member	2.9	Type of Member	Role & Responsibility
2.10	1. M/s.	2.11		
2.12	2. M/s.	2.13		

8. That the Parties shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Concession agreement to be executed on award of the Project.
8. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously. They shall not negotiate with any other party for this Project.
9. That this MOU shall be governed in accordance with the laws of India and courts in Mangaluru shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MOU to be duly executed on the date and year above mentioned.

**Witness:**

1. First Party
2. Second Party

**Company seal & stamp**

**APPENDIX-11 –**

**DELETED**

**APPENDIX-12 Consultancy and Success Fee Commitment –**

**DELETED**

### APPENDIX-13 Format of Letter of Acceptance

(The Letter of Acceptance is to be submitted by EACH Consortium Member of the Bidding Consortium)

Date:

Place:

**The Managing Director,**  
Mangaluru Smart City Limited (MSCL)  
MCC Building, MG Road, LalBagh, Mangaluru-575003  
Karnataka

Sub: Proposal for selection of Successful Bidder to Design, Build, Finance, Operate and Transfer MULTI LEVEL CAR PARKING (MLCP) at Hampankatta in Mangaluru

Dear Sir,

This has reference to the Proposal being submitted by (name of the Lead Consortium Member of the Bidding Consortium), as Lead Consortium Member of the Bidding Consortium comprising (mention name(s) of the Consortium Members) in respect of selection of Successful Bidder to Design, Build, Finance, Operate and Transfer Multi level Car Parking (MLCP) at Hampankatta in Mangaluru in response to the RFQ cum RFP Document issued by Mangaluru Smart City Limited (MSCL) dated....

We hereby confirm the following:

- a) We (name of the Consortium Members furnishing the Letter of Acceptance), have examined in detail and have understood and satisfied ourselves regarding the contents including in respect of the following:

The RFQ cum RFP Document issued by Mangaluru Smart City Limited (MSCL);

All subsequent communication between Mangaluru Smart City Limited (MSCL) and the Bidder, represented by (Mention name of the Lead Consortium Member)

- b) The Proposal being submitted by (name of the Lead Consortium Member)

We agree to abide by the terms and conditions of the RFQ cum RFP Document and the Proposal being submitted by the Lead Consortium Member in respect of the Project.

We also reaffirm that (name of the Lead Consortium Member) continues to be the Lead Consortium Member and that (please give name, designation and address of authorized representative and signatory here) designated as the authorized representative and signatory of the Lead Consortium Member of the Bidding

Consortium is the authorized representative and signatory in respect of all matters concerning our Proposal for this Project and contractual commitments thereof.

Thanking You,

Yours Sincerely,

For and on behalf of: (name of the Bidding Company / Lead Consortium Member and the Company Seal)

Signature : (Authorized Representative & Signatory)

Name of the Person

Designation

### APPENDIX-14 Format of Letter of Commitment

(The Letter of Commitment is to be submitted by EACH Promoter(s) and/or Associate(s) and/or Subsidiary (ies) of the Bidding Company / Consortium Members of the Bidding Consortium whose strength have to be credited for)

Date:

Place:

**The Managing Director,**  
Mangaluru Smart City Limited (MSCL)  
MCC Building, MG Road, LalBagh, Mangaluru-575003  
Karnataka

Sub: Proposal for selection of Successful Bidder to Design, Build, Finance, Operate and Transfer Multi level Car Parking (MLCP) at Hampankatta in Mangaluru

Dear Sir,

This has reference to the Proposal being submitted by (name of the Lead Consortium Member of the Bidding Consortium), as Lead Consortium Member of the Bidding Consortium comprising (mention name(s) of the Consortium Members) in respect of selection of Successful Bidder to Design, Build, Finance, Operate and Transfer Multi level Car Parking (MLCP) at Hampankatta in Mangaluru in response to the Request for Qualification cum Proposal ("RFQ cum RFP") Document issued by Mangaluru Smart City Limited (MSCL)

We hereby confirm the following:

1. We (name of the Promoter/Affiliate/Subsidiary), have examined in detail and have understood and satisfied ourselves regarding the contents including in respect of the following:
  - ☐ The RFQ cum RFP Document issued by Mangaluru Smart City Limited (MSCL);
  - ☐ All subsequent communication between Mangaluru Smart City Limited (MSCL) and the Bidder, represented by (name of the Bidding Company or of the Lead Consortium Member in case of a Bidding Consortium);
  - ☐ The Financial Proposal being submitted by (name of the Bidding Company or of the Lead Consortium Member in case of a Bidding Consortium)
2. We agree to abide by the terms and conditions of the RFQ cum RFP Document and the Proposal being submitted by the Bidding Company / Lead Consortium Member in respect of the Project.

We also reaffirm that (please give name, designation and address of authorized representative and signatory here) designated as the authorized representative and signatory of the Bidding Company / Lead Consortium Member of the Bidding Consortium is the authorized representative and signatory in respect of all matters concerning our Proposal for this Project and contractual commitments thereof.

Thanking You,

Yours Sincerely,

For and on behalf of: (name of the Bidding Company / Lead Consortium Member and the Company Seal)

Signature : (Authorized Representative & Signatory)

Name of the Person

Designation





### Affidavit

(To be given separately by each consortium member in case of a consortium or otherwise by the Bidder on a Stamp Paper of Rs. 10).

1. I,, ..... S/o ....., resident of ....., the .....(insert Designation) of the .....(insert name of the single Bidder/consortium Member if a consortium), do solemnly affirm and state as under :

o **That** I am the authorized signatory of .....(insert name of company/consortiummember) (hereinafter referred to as “Bidder/Consortium Member”) and I am duly authorized by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the Bidder/consortium member.

p **That** I have submitted information with respect to our eligibility for Mangaluru smartcity limited (MSCL) Development of Multi Level Car Parking-cum-Commercial Complex at **Hampankatta, Mangaluru**, Karnataka (hereinafter referred to as “Project”) Request ForProposal (‘RFP’) Document and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.

q **That** I hereby affirm to furnish any information, which may be requested by MSCL to verify our credentials/information provided by us under this tender and as may be deemed necessary by MSCL.

r **That** if any point of time including the Concession Period, in case MSCL requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, I shall promptly and immediately make available such information accurately and correctly to the satisfaction of MSCL.

s **That** I fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.

t I state that all the terms and conditions of the Request for Proposal (RFP) Document has been duly complied with.

### DEPONENT

### VERIFICATION:

I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at ....., on this ..... day of..... 2018.

### DEPONENT

## APPENDIX-16

### Proforma for Bank Guarantee for Performance Security – Mangaluru Smart City Limited

#### PERFORMANCE SECURITY

The Managing Director,  
MSCL, Mangaluru.

#### WHEREAS:

o ..... (the “**Concessionaire**”) and the Managing Director, MSCL have entered into a Concession Agreement dated ..... (the “**Agreement**”) whereby MSCL has agreed to the Concessionaire undertaking MLCP on design, build, finance, operate and transfer on Annuity (“**DBFOT**”) basis, subject to and in accordance with the provisions of the Agreement.

p Clause 4.1.3 read with Clause 9.1.of The Agreement require the Concessionaire to furnish an irrevocable and unconditional guarantee from a Bank for an amount equal to Rs. 5, 00, 00, 000/- (Rupees Five Crore only) for the entire period of the Concession Agreement , including *inter alia* the Construction Period, Defect Liability Period , Operations & Maintenance Period , and 120 days beyond the expiry of this Agreement etc,in the form set forth in **Schedule-F** (the “**Performance Security**”),as Performance Security to MSCL (the “**Guarantee Amount**”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the for the entire period of the Concession Agreement , including *inter alia* the Construction Period, Defect Liability Period , Operations & Maintenance Period , and 120 days beyond the expiry of this Agreement etc .(as defined in the Agreement).

( C ) Whereas a copy of the Letter of Award No.....date d.....issued by MSCL ro M/s.....( the Concessionaire ) duly attested and notarized has been furnished by the Concessionaire Company to us . This letter ,*inter alia* states the Value of the Contract awarded is Rs.....( words : Rupees .....)

☑ We, .....through our Branch at..... (the “**Bank**”) have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Concessionaire’s obligations during the thefor the entire period of the Concession Agreement , including *inter alia* the Construction Period, Defect Liability Period , Operations & Maintenance Period , and 120 days beyond the expiry of this Agreement etc .(as defined in the Agreement), under and in accordance with the Agreement, and agrees and undertakes to pay to MSCL , upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, whether protested by the Concessionaire or not , such sum or sums upto an aggregate sum of the Guarantee Amount as MSCL shall claim, without MSCL being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from MSCL under the hand of an Officer not below the rank of General Manager that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that MSCL shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations the for the entire period of the Concession Agreement , including *inter alia* the Construction Period, Defect Liability Period , Operations & Maintenance Period , and 120 days beyond the expiry of this Agreement etc .(as

defined in the Agreement) ,under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank, notwithstanding any differences between MSCL and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for MSCL to proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.
5. MSCL shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by MSCL against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by MSCL of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of MSCL or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by MSCL in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.

Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force ,or compliance of the conditions specified in paragraph 8 below and unless a demand or claim in writing is made by MSCL on the Bank under this Guarantee, no later than 120 ( One Hundred and Twenty ) days from the date of expiry of this Guarantee ( that is the Claim Period ), all rights of MSCL under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. Any claim , as demanded by MSCL and paid by the Bank , whether in part or in full during the tenure of this Bank Guarantee , shall not in any way reduce the rights of MSCL , nor the obligations of the Bank under this Bank Guarantee and shall immediately restore the full amount of the Bank Guarantee in favour of SMCL.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of SMCL in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive

such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of MSCL that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of one year and six months from the date hereof or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this ..... day of....., 20..... at .....

SIGNED, SEALED AND DELIVERED For  
and on behalf of the BANK by:

(Signature)  
(Name)  
(Designation)  
(Address)

NOTES:

- I. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- II. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.