

**Development of Urban Recreation
Center (URC) at Mysore on a
Design, Build, Finance, Operate and
Transfer (DBFOT) Basis**

**REQUEST FOR PROPOSAL
Volume I**

JUNE 2010



MYSORE CITY CORPORATION

Mysore-570 024

Ph: 0821-2418807/08/09,

Fax: 0821-2529133

www.mysorecity.gov.in

GLOSSARY

Bank Guarantee	As defined in Clause 2.20.1
Bid(s)	As defined in the Disclaimer
Bidders	As defined in Clause 1.2.2
Bidding Documents	As defined in Clause 1.1.8
Bid Due Date	As defined in Clause 1.2.2
Bidding Process	As defined in Clause 1.2.1
Bid Security	As defined in Clause 1.2.4
Concession Agreement	As defined in Clause 1.1.1
Concession Payment	As defined in Clause 1.2.7
Conflict of Interest	As defined in Clause 2.1.14
Government	Government of Karnataka
LOA	As defined in Clause 3.3.5
Member	Member of a Consortium
PPP	Public Private Partnership
Project	As defined in Clause 1.1.1
Project Information Memorandum	As defined in Disclaimer
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Selected Bidder	As defined in Clause 1.1.1
Technical Bid	As defined in Disclaimer

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

Table of Contents

1. INTRODUCTION.....	1
1.1 Background	1
1.2 Brief Description of Bidding Process.....	2
1.3 Schedule of Bidding Process	5
1.4 Eligibility	5
2. INSTRUCTIONS TO BIDDERS.....	8
2.1 General terms of Bidding.....	8
2.2 Not Used.....	10
2.3 Change in Ownership.....	10
2.4 Cost of Bidding.....	11
2.5 Site visit and verification of information.....	11
2.6 Right to accept and to reject any or all Bids	12
2.7 Contents of the RFP.....	13
2.8 Clarifications.....	13
2.9 Amendment of RFP.....	14
2.10 Format and Signing of Bid.....	14
2.11 Sealing and Marking of Bids.....	15
2.12 Bid Due Date	17
2.13 Late Bids	17
2.14 Contents of the Bid	17
2.15 Modifications/ Substitution/ Withdrawal of Bids.....	18
2.16 Rejection of Bids.....	18
2.17 Validity of Bids.....	18
2.18 Confidentiality	18
2.19 Correspondence with the Bidder.....	19
2.20 Bid Security	19
2.21 Performance Security	20
3. EVALUATION OF BIDS.....	21
3.1 Opening and Evaluation of Bids	21
3.2 Tests of responsiveness & Evaluation of Technical & Financial Bid	21
3.3 Selection of Bidder	24
3.4 Contacts during Bid Evaluation	25

4. FRAUD AND CORRUPT PRACTICES 26

5. PRE-BID CONFERENCE..... 28

6. MISCELLANEOUS..... 29

Appendices

Appendix 1- Letter of Bid 30

Appendix 2- Details of Bidder 34

APPENDIX 3 - Bank Guarantee for Bid Security 36

APPENDIX 4 - Power of Attorney for Signing of Bid 39

APPENDIX 5 - Power of Attorney for Lead Member of Consortium 41

APPENDIX 6 - Statement of Technical Capacity of Bidder 43

Appendix 6A - Format for Certificate from Statutory Auditor for Technical Capacity
..... 44

APPENDIX 7 – Financial Capacity of Bidder 45

Appendix 7A - Format for Certificate from Statutory Auditor for Financial Capacity
of the Bidder..... 46

Appendix 8 - Format for Certificate from Statutory Auditor for Associate 47

APPENDIX 9 – Details of Technical Bid 48

APPENDIX 10 – Technical Bid..... 51

APPENDIX 11 – Specimen of Financial Bid 52

DISCLAIMER

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

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

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

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

MCC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. MCC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

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

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

1. INTRODUCTION

1.1 Background

1.1.1 Mysore City located about 146 km southwest of Bangalore is a tourism hot spot within the State of Karnataka and also acts as a base for other tourist places in the vicinity of the city. Mysore was also named by New York Times as the 4th best destination in the list of 31 places to go in the year 2010¹. With an objective to provide the increasing number of tourists with a variety of tourism facilities and to provide the residents with a wholesome family entertainment destination, Mysore City Corporation (hereinafter referred to as “MCC” or “Authority”) has decided to develop an Urban Recreation Centre (URC) at Mysore on a Design-Build-Finance-Operate-Transfer (DBFOT) framework (herein after referred as “the Project”). A brief profile of the Project and the scope of work is enclosed in Annexure 1 and 2.

MCC is in possession of a land admeasuring about 154 acres located adjacent to State Highway 33. The URC is proposed to be developed in an area of 70.9 acres.

MCC now invites detailed proposals (hereinafter referred to as ‘the Bid’) to develop, design, engineer, finance, construct, market, operate & maintain and manage the Project Facilities under public private partnership framework. Project Facilities would need to be developed by the Selected Bidder in terms of the Concession Agreement (CA), draft of which is provided as Volume 2 of this document.

1.1.2 The Selected Bidder would then enter into a Concession Agreement with MCC and carry out its responsibilities as stipulated therein.

1.1.3 In consideration to the Concession being granted to develop the property, the successful bidder/SPV shall pay to MCC an annual Concession Payment as per the Financial Bid and in terms with the Concession Agreement.

1.1.4 Scope of work

The scope of work for the SPV will broadly include development, designing, engineering, finance, construction, marketing, operation & maintenance and management of the Project Facilities.

The facilities to be developed in the URC (the “Project Facilities”) are as given below:

¹ Times of India, Bangalore Edition dated January 15, 2010

1. Mandatory Project Facilities: The Mandatory Project Facilities would comprise amusement/theme park, heritage zone, nature zone, food court, entrance gate/arch, parking area, landscaping, green fence around the STP, first aid room and public amenities.

2. Optional Project Facilities: These facilities may be decided by the Selected Bidder as per its business plan. An indicative list of Optional Project Facilities which may be developed in the Project Site as per the market study carried out by MCC are Commercial complex/mall, Retail space, Star Hotels, Convention centre, Exhibition space, Multiplex theatres, Yoga resort/spa, Outdoor Game centre (Go-karting, Xtreme sports etc.), Additional Food courts. The Concessionaire would have the right to develop any or all of the facilities listed under the Optional Project Facilities. Complete details of the Mandatory Project Facilities and Optional Project Facilities are provided in the Project Information Memorandum (PIM).

The detailed scope of work is provided in volume 2 of this document.

- 1.1.5 The bidder shall make careful assessment of the cost of Project before submitting their Bids.
- 1.1.6 The draft Concession Agreement sets forth the detailed terms and conditions for grant of rights to SPV including the scope of the SPV's services and obligations.
- 1.1.7 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the SPV set forth in the Concession Agreement or MCC's rights to amend, alter, change, supplement or clarify the scope of work, the rights to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by MCC.
- 1.1.8 MCC shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by MCC pursuant to this RFP (collectively the "Bidding Documents"), as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted accordance with such terms.

1.2 Brief Description of Bidding Process

- 1.2.1 MCC invites eligible Bidders to submit their Bids for the Project electronically through unified e-tendering platform of State Government of Karnataka viz. www.eproc.karnataka.gov.in (E-Tendering Website) as well in the physical mode in accordance with the terms of this RFP.

MCC has adopted a single stage process (referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project.

- 1.2.2 In this Stage, the applicants, including their successors, (the "Bidders") are requested to submit their Bids in accordance with the Bidding documents. The Bid shall be valid for a period of not less than 10 (Ten) Months from the date specified in Clause 1.3 for submission of bids (the "Bid Due Date").
- 1.2.3 The Bidding Documents include the draft Concession Agreement and Project Information Memorandum prepared by the consultants of MCC for the Project. Subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda issued subsequent to this RFP Document, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- 1.2.4 A Bidder is required to deposit, along with its Bid, a bid security (the "Bid Security") of Rs. 50 lakhs (Rupees Fifty Lakhs only) refundable not later than 60 (sixty) days from the Bid Due Date except in the case of the highest Bidder. The Bidders shall provide Bid Security in the form of a bank guarantee acceptable to MCC, and the validity period of the bank guarantee, shall not be less than 10 (Ten) months from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between MCC and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.4 (A) The Bidder shall furnish Bid Security of Rs 1,00,000/- (Rupees One Lakh Only) through e-portal, through any one of the following e-payment options only.
1. Credit Card
 2. Direct Debit
 3. National Electronic Funds Transfer (NEFT)
 4. Over the Counter (OTC) – designated Axis Bank branches located across the country

The e-payment made under any of the above options shall remain valid for a period of 10 (Ten) months from the Bid Due Date, or beyond any period of extension subsequently as determined by MCC from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

For further details regarding e-payment, please refer to E-Tendering Website – www.eproc.karnataka.gov.in.

- 1.2.4 (B) Remaining Bid Security of Rs. 49,00,000 (Rupees Forty nine lakhs only) may be provided in the form of a bank guarantee acceptable to Authority and in such event, the validity period of the bank guarantee shall not be less than 10 (Ten) months from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually

agreed between Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

i. Bidders would need to submit the following documents as part of their Bid submission:

- a) Documents mentioned in Clause 2.11.1 - “**Key Submissions**”.
- b) Documents as mentioned in Clause 2.11.1 – “**Qualification Submission**”, relating to technical and financial capacity of the Bidder.
- c) Technical Bid as mentioned in Clause 2.11.1 - “**Technical Bid**”.
- d) Financial Bid as mentioned in Clause 2.11.1 “**Financial Bid**”.

ii. The evaluation of the Bid submissions would be carried out in four stages.

- a. The first stage would involve a test of responsiveness based on the Key Submissions. Those Bids found to be substantially responsive would be evaluated in the next stage i.e. the Qualification Stage.
- b. In the Qualification Stage, the information of the Bidders relating to their bidding capacity would be evaluated as per Clause 3.2 B of the RFP. Only qualified Bidders would be considered for the evaluation in the next stage.
- c. In the third stage, the Technical Bid of the Bidders would be assessed as per Appendix 9 of this document. Bidders scoring 70 marks and above would qualify for the evaluation in the next stage (“**Technically Qualified Bidders**”).
- d. The Bid of only the Technically Qualified Bidders would be opened to identify the Preferred Bidder. The Technically Qualified Bidder offering highest Financial Bid as per Appendix 11 shall be declared as the Selected Bidder.

1.2.5 Generally, the Selected Bidder shall be the highest Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFP, be invited to match the Bid submitted by the highest Bidder in case such highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the highest Bidder, the Authority may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.

1.2.6 Before submission of their Bid, Bidders are required to examine the Project in detail, carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the rights including implementation of the Project.

1.2.7 Bids are invited for the Project on the basis of the annual concession payment (“Concession Payment”) payable to MCC. The Concession Period (40 years) is pre-determined, as indicated in the Concession Agreement. The Concession Payment shall constitute the sole criteria for evaluation of Bids. Subject to Clause 2.16, the Project will be awarded to the Bidder quoting the highest Concession Payment.

- 1.2.8 The Concessionaire will be entitled to levy and charge a user fee from users of the Project Facilities.
- 1.2.9 Further details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.
- 1.2.10 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.11.4 below. The envelopes/ communication shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: RFP for Development of Urban Recreation Centre at Mysore".

1.3 Schedule of Bidding Process

MCC shall endeavour to adhere to the following schedule:

S.No	Event Description	Date
1.	Last date for receiving queries	July 07, 2010
2.	Pre-Bid meeting	July 08, 2010
3.	Last date of sale of Bid Documents	August 09, 2010
4.	Bid Due Date	August 09, 2010
5.	Opening of Bids	August 12,2010

1.4 Eligibility

1.4.1 Terms of Eligibility

a) The Bidders may be a single business entity or a group of business entities (the "**Consortium**"), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder's Consortium. The term Bidders used herein would apply to both a single entity and a Consortium. For the purpose of this RFP, a Business Entity shall mean any of the following:

1. A Company which is registered in India under the provisions of the Companies Act, 1956 or under the equivalent law in case of a foreign Company. Copy of such Registration Certificate should be submitted along with the Bid.
2. A body corporate formed by means of a specific government statute. A copy of such

statute should be submitted along with the Bid.

- b) A Bidder may be a single Business Entity or a group of Business Entities with a formal intent to enter into an agreement or under an existing agreement in the form of a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 1.4.2 below.
- c) A Bidder shall not have a conflict of interest (the “Conflict of Interest”) as set out in Clause 2.1.14.
- d) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of MCC in relation to the Project is engaged by the Bidders in any manner for matters related to or incidental to the Project.

1.4.2 Special conditions of Consortium

Where the Bidder is a Consortium, it should comply with the following additional requirements:

- a. Number of members in a consortium should be limited to 3 (three).
- b. Subject to the provisions of clause (a) above, the Bid should contain the information required for each member of the Consortium;
- c. Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share in the SPV as set out in Concession Agreement. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix 5, signed by all the other members of the Consortium;
- d. The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- e. An individual Bidder cannot at the same time be member of Consortium bidding for the Project. Further, a member of a particular Consortium cannot be a member of any other Consortium applying for the Project;
- f. The parties to a Consortium is required to establish special purpose vehicle, incorporated under the Indian Companies Act, 1956, to execute the Project if awarded to the Consortium; and
- g. Members of the Consortium shall enter into a binding Joint Bidding Agreement (the

“Joint Bidding Agreement”) for the purpose of making and submitting Bid. The Joint Bidding Agreement shall, inter alia:

- i. convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently carry out all the responsibilities in terms of the Concession Agreement,
- ii. clearly outline the proposed roles and responsibilities of each member at each stage;
- iii. commit the minimum equity stake to be held by each member;
- iv. commit that each of the members, whose experience will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty six percent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than:
(i) 26% (twenty six percent) of the subscribed and paid up equity share capital of the SPV;
- v. members of the Consortium undertake that they shall collectively hold at least 51% (fifty one percent) of the subscribed and paid up equity of the SPV at all times until the second anniversary of the commercial operation date of the Project; and
- vi. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the terms of the Concession Agreement.

(Note: A copy of the Joint Bidding Agreement should be submitted along with the Bid. The Joint Bidding Agreement entered into between the members of the Consortium should be specific to the Project and should fulfill the above requirements, failing which the Bid shall be considered non-responsive).

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General terms of Bidding

- 2.1.1 A Bidder is eligible to submit only one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- 2.1.2 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Concession Agreement shall have the meaning assigned thereto in the Concession Agreement respectively.
- 2.1.3 The Project Information Memorandum (PIM), which is provided as Volume 3 of this document, will serve only as a preliminary reference document by way of assistance to the Bidders. However, the Bidders are expected to carry out their own surveys, investigations and other detailed examination before submitting their Bids. Nothing contained in the PIM shall be binding on MCC nor confer any right on the Bidders, and MCC shall have no liability whatsoever in relation to or arising out of any or all contents of the PIM.
- 2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.5 The Financial Bid should be furnished in electronic mode only, which shall be filled up by the Bidder in the format made available on the E-Tendering Website. The specimen of the Financial Bid is provided at Appendix 11 of this document. The Financial Bid shall clearly indicate the bid amount in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in word shall be taken into account.
- 2.1.6 The Financial Bid shall consist of the Concession Payment to be quoted by the Bidder, as per the terms and conditions of this RFP and the provisions of the Concession Agreement.
- 2.1.7 The Bidder shall deposit a Bid Security as per Clause 1.2.4 and Clause 2.20 and in accordance with the provisions of this RFP. The Bidder has to provide the Bid Security in the form of Bank Guarantee, acceptable to MCC, as per format at Appendix 3.

- 2.1.8 The validity period of the Bank Guarantee shall not be less than 10 (ten) months from the Bid Due Date, and may be extended by the Bidder from time to time.
- 2.1.9 The Bidder should submit a Power of Attorney as per the format at Appendix 4, authorizing the signatory of the Bid to commit the Bidder.
- 2.1.10 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix 5.
- 2.1.11 Any condition or qualification or any other stipulation contained in the Bid submission shall render the Bid submission liable to rejection as a non-responsive Bid submission.
- 2.1.12 The Bid submission and all communications in relation to or concerning the Bidding Documents and the Bid submission shall be in English language.
- 2.1.13 The Bidding Documents including this RFP and all attached documents are and shall remain the property of MCC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. MCC will not return any Bid or any information provided along therewith.
- 2.1.14 A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, MCC shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to MCC for, inter alia, the time, cost and effort of MCC, including consideration of such Bidder’s Bid submission, without prejudice to any other right or remedy that may be available to MCC hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:
- i. a constituent of such Bidder is also a constituent of another Bidder; or
 - ii. such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
 - iii. such Bidder has participated as a consultant to MCC in the preparation of any documents, design or technical specifications of the Project.
- 2.1.15 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of MCC in relation to the Project is engaged by the Bidder in

any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Selected Bidder, as the case may be, after issue of the LOA or execution of the Concession Agreement, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of MCC, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which MCC may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without MCC being liable in any manner whatsoever to the Selected Bidder or Selected Bidder for the same.

2.1.16 This RFP is not transferable.

2.1.17 Any grants of rights pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.2 **Not Used**

2.3 **Change in Ownership**

2.3.1 By submitting the Bid, the Bidder shall be deemed to have acknowledged that the Consortium has the Technical Capacity and Financial Capacity to undertake the Project and insofar as the minimum shareholding of the Lead Member and other consortium members in the SPV is concerned, the Consortium shall be bound by the conditions on change in ownership and such other obligations as may be contained in the Concession Agreement, and a breach thereof shall, be dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.

In case of single Business Entity, The Successful Bidder may set up a SPV to be incorporated under the Companies Act, 1956 for the development of the Project. In case a company is set up, then such SPV would enter into the Concession Agreement and such other documents, as may be necessary for the implementation of the Project in the alternative the applicant (Successful Bidder) would enter into Concession Agreement. Where the single Business Entity chooses to set up an SPV, the Successful Bidder shall hold at least 51% (fifty one percent) of the subscribed and paid up equity of the SPV at all times until the second anniversary of the commercial operation date of the Project;

2.4 **Cost of Bidding**

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. MCC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 **Site visit and verification of information**

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

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

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

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

2.6 Right to accept and to reject any or all Bids

2.6.1 Notwithstanding anything contained in this RFP, MCC reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.

2.6.2 MCC reserves the right to reject any Bid and appropriate the Bid Security if:

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

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the highest Bidder gets disqualified / rejected, then MCC reserves the right to:

- (i) take any such measure as may be deemed fit in the sole discretion of MCC, including annulment of the Bidding Process.

2.6.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof including the rights thereby granted by MCC, that one or more of the qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Selected Bidder either by issue of the LOA or entering into of the Concession Agreement, and if the Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by MCC to the Bidder, without MCC being liable in any manner whatsoever to the Bidder or Selected Bidder, as the case may be. In such an event, MCC shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to MCC for, inter alia, time, cost and effort of MCC, without prejudice to any other right or remedy that may be available to MCC.

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

B. DOCUMENTS

2.7 Contents of the RFP

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

Invitation for Bids

Section 1. Introduction

Section 2. Instructions to Bidders

Section 3. Evaluation of Bids

Section 4. Fraud and Corrupt Practices

Section 5. Pre-Bid Conference

Section 6. Miscellaneous

Appendices

1 Letter of Bid

2 Details of the Bidder

3 Bank Guarantee for Bid Security

4 Power of Attorney for signing of Bid

5 Power of Attorney for Lead Member of Consortium

6 Statement of Technical Capacity of Bidder

6A Format for Certificate from Statutory Auditor for Technical Capacity

7 Financial Capacity of the Bidder

7A Format for Certificate from Statutory Auditor for Financial Capacity

8 Format for Certificate from Statutory Auditor for Associate

9 Details of Technical Bid

10 Technical Bid

11 Specimen of Financial Bid

- 2.7.2 The draft Concession Agreement (Volume 2) & Project Information Memorandum (Volume 3) to be provided by MCC as part of the Bid Documents shall be deemed to be part of this RFP.

2.8 Clarifications

- 2.8.1 Bidders requiring any clarification on the RFP may notify MCC in writing or by fax and e-mail in accordance with Clause 1.2.10. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. MCC shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses to queries raised by the Bidders during the

pre-bid meeting will be uploaded on the E-Tendering Website without identifying the sources.

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

2.8.3 MCC may also on its own motion, if deemed necessary, issue interpretations and clarifications to the Bidders and the same will be uploaded on E-Tendering Website. All clarifications and interpretations issued by MCC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by MCC or its employees or representatives shall not in any way or manner be binding on MCC.

2.9 **Amendment of RFP**

2.9.1 At any time prior to the deadline for submission of Bids, MCC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.9.2 Any Addendum thus issued will be uploaded in the E-Tendering Website and the same shall be binding on the Bidders.

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, MCC may, at its own discretion, extend the Bid Due Date. Extension, if any, of the Bid Due Date will only be uploaded on the E-Tendering Website.

C. **PREPARATION AND SUBMISSION OF BIDS**

2.10 **Format and Signing of Bid**

2.10.1 The Bidder shall provide all the information sought under this RFP in electronic mode and submit the documents specified in Clause 2.11.2 in physical mode. MCC will evaluate only those Bids that are received in the required formats and complete in all respects.

2.10.2 All the documents of the Bid sought in physical mode under this RFP shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

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

2.11 Sealing and Marking of Bids

2.11.1 The documents accompanying the Bid submission shall include;

“Key Submissions”

- a. Letter of Bid;
- b. Bid Security; as Bank Guarantee in the prescribed format (Appendix 3) ;
- c. Power of Attorney for signing of Bid in the prescribed format (Appendix 4);
- d. If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format (Appendix 5);
- e. Receipt/DD of Rs. 50,000 (Rupees Fifty Thousand) Only towards the cost of Bidding Documents; and
- f. Joint Bidding Agreement as per Clause 1.4.2.

“Qualification Submission”

- a. Technical Capacity (Appendix 6);
- b. Certificate from Statutory Auditor for Technical Capacity (Appendix 6A);
- c. Financial Capacity (Appendix 7);
- d. Certificate from Statutory Auditor for Financial Capacity (Appendix 7A); and
- e. Certificate from Statutory Auditor for Associate (Appendix 8).

“Technical Bid”

Technical Bid (Appendix 10) addressing the technical details as mentioned in Appendix 9 of this RFP Document.

“Financial Bid”

Financial Bid, consisting of the Bidders financial offer for the project shall be submitted in electronic mode only, to be filled up by the Bidder in the format made available on the E-Tendering Website. The specimen of the Financial Bid is provided at Appendix 11 of this document.

2.11.2 The Bidder shall submit all the documents specified in Clause 2.11.1 above in the electronic mode using their digital signature in the correct slots in E-Tendering Website. Following documents in original shall be submitted in physical mode, in the manner set out in Clause 2.11.3 and submitted at the address provided in Clause 2.11.4 before Bid Due Date.

ENVELOPE I - “Key Submissions”

- a. Letter of Bid;
- b. Bid Security as Bank Guarantee in the prescribed format (Appendix 3) ;
- c. Power of Attorney for signing of Bid in the prescribed format (Appendix 4);

- d. If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format (Appendix 5);
- e. Receipt/DD of Rs. 50,000 (Fifty Thousand) Only towards the cost of Bidding Documents;
- f. Joint Bidding Agreement as per Clause 1.4.2;

ENVELOPE II -“Qualification Submission”

- a. Technical Capacity (Appendix 6);
- b. Certificate from Statutory Auditor for Technical Capacity (Appendix 6A);
- c. Financial Capacity (Appendix 7);
- d. Certificate from Statutory Auditor for Financial Capacity (Appendix 7A); and
- e. Certificate from Statutory Auditor for Associate (Appendix 8);

ENVELOPE III - “Technical Bid”

- a. Technical Bid (Appendix 10) addressing the technical details as mentioned in Appendix 9 of this RFP Document.

2.11.3 The documents specified in Clause 2.11.2 above shall be placed in three separate envelopes viz. 1) Key Submissions 2) Qualification Submission and 3) Technical Bid. Each envelop shall be sealed and clearly marked as Envelope I, Envelope II and Envelope III respectively. All the sealed envelopes shall then be placed in a single outer envelope, clearly marking the envelope as “ORIGINAL”. This envelope shall clearly bear the following identification:

“Bid for Development of Urban Recreation Center at Mysore”
“Name of the Bidder”

and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.

2.11.4 The envelopes shall be addressed to:

ATTN. OF:	Commissioner
ADDRESS:	Mysore City Corporation Mysore- 570024, India
PHONE NO:	+91-821-2418803
FAX NO:	+91-821-2529133
E-MAIL ADDRESS:	comm_mysore@yahoo.co.in

2.11.5 If the envelopes are not sealed and marked as instructed above, MCC assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

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

2.11.7 MCC reserves the right to seek original documents for verification of any of the documents submitted in electronic mode or any other additional documents upon opening of the Bidding Documents.

2.12 **Bid Due Date**

2.12.1 The Bid should be submitted in electronic mode in the E-Tendering Website on or before the Bid Due Date specified in this Bidding Document. The physical submission of the documents shall be submitted before 1700 hours IST on the Bid Due Date at the address provided in Clause 2.11.4 in the manner and form as detailed in this RFP. Bids submitted by either facsimile transmission or telefax will not be acceptable.

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

2.13 **Late Bids**

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

2.14 **Contents of the Bid**

2.14.1 The Bid submission shall be made in the manner as set out in Clause 2.11. The Financial Bid shall be submitted in the electronic mode only as provided in Clause 2.11. The Financial Bid shall consist of the Concession Payment to be quoted by the Bidder. The Bidder shall specify (in Indian Rupees) the Concession Payment offered by him, to undertake the Project in accordance with this RFP and the provisions of the Concession Agreement.

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

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

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

2.15 **Modifications/ Substitution/ Withdrawal of Bids**

2.15.1 The Bidder may modify, substitute or withdraw its Bid after submission of the Bids prior to Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid Due Date.

Provided that the Bidder may withdraw the Bid prior to Bid Due Date only a written notice of withdrawal is submitted to MCC.

2.15.2 The modification, substitution or withdrawal of the documents submitted shall be effected by sending a written notice to MCC and shall be prepared, sealed, marked, and delivered in accordance with Clause 2.11, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.15.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by MCC, shall be disregarded.

2.16 **Rejection of Bids**

2.16.1 MCC reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for MCC to accept any Bid or to give any reasons for their decision.

2.16.2 MCC reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.17 **Validity of Bids**

The Bids shall remain valid for a period not less than 10 (ten) months from the Bid Due Date. MCC reserves the right to reject any Bid, which does not meet this requirement.

2.18 **Confidentiality**

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

2.19 Correspondence with the Bidder

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

D. BID SECURITY

2.20 Bid Security

2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security as provided in Clause 1.2.4 in the form of a bank guarantee issued by a nationalized bank, or a Scheduled Bank in India, in favour of “Mysore City Corporation” in the format at Appendix 3 (the “**Bank Guarantee**”) and having a validity period of not less than 10 (ten) months from the Bid Due Date, as may be extended by the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

2.20.2 MCC shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.20.3 Any Bid not accompanied by the Bid Security shall be rejected by MCC as nonresponsive.

2.20.4 Within 8 weeks of announcement of Successful Bidder, the Bid Security of unsuccessful Bidders will be returned by MCC without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by MCC.

2.20.5 The Selected Bidder’s Bid Security will be returned, without any interest, upon the Bidder furnishing the Performance Security in accordance with the provisions thereof.

2.20.6 MCC shall be entitled to forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation / damages to MCC in any of the events specified in Clause 2.20.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that MCC will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.20.7 The Bid Security shall be forfeited and appropriated by MCC as mutually agreed genuine pre-estimated compensation and damages payable to MCC for, inter alia, time, cost and effort of MCC without prejudice to any other right or remedy that may be available to MCC hereunder or otherwise, under the following conditions:

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

2.21 Performance Security

- 2.21.1 The Selected Bidder shall on or before the execution of Concession Agreement submit to MCC a performance security of Rs. 10 crores (Rupees Ten crores only) in the form of an irrevocable and revolving bank guarantee ("**Performance Security**").

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

- 3.1.1 MCC shall open the Bids as per Clause 1.3, at the place specified in Clause 2.11.4 and in the presence of the Bidders who choose to attend.
- 3.1.2 MCC will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.3 To facilitate evaluation of Bids, MCC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2 Tests of responsiveness & Evaluation of Technical & Financial Bid

A Tests of responsiveness

- 3.2.1 Prior to evaluation of Bids, MCC shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
 - a. it is received as per the format at Appendix – I;
 - b. it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
 - c. it is accompanied by the Bid Security as specified in Clause 2.1.7;
 - d. it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.9 and 2.1.10, as the case may be;
 - e. it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
 - f. it does not contain any condition or qualification; and
 - g. it is not non-responsive in terms hereof.
- 3.2.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by MCC in respect of such bid.

B Qualification

- 3.2.3 Only those Bidders whose Bids are responsive as specified in Clause 3.2.1 above shall be considered for technical and financial capacity evaluation under this, Bids of firms/consortia who do not meet these criteria shall be rejected.
- 3.2.4 The Bidders' competence is proposed to be established by following parameters:

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

For the purpose of this RFP, Associate means, in relation to the Single Business Entity/Consortium Member, a person who controls, is controlled by, or is under the common control with such Single Business Entity/Consortium Member (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 26% (Twenty six per cent) of the voting shares of such person.

3.2.5 To be eligible for qualification, a Bidder shall fulfill the following conditions of eligibility:

- (a) Technical Capacity:

Bidders shall demonstrate their capability for **any one** of the Technical Capacity criteria set out below:

- i. Commissioned upto two urban infrastructure projects with a cumulative project cost of Rs. 100 crores (Rupees One hundred crores only) from 1st April, 2002 upto the Bid Due Date;

OR

- ii. Commissioned at least one Core Sector project with a project cost of Rs. 200 crores (Rupees Two hundred crores only) from 1st April, 2002 upto the Bid Due Date.

- ❖ For the purpose of this Bid, urban infrastructure project means entertainment/commercial complex, hotels, resorts, amusement parks, heritage /theme parks, convention centres or any combination of the above.
- ❖ For the purpose of this Bid, Core Sector means highways, power, telecom, ports, airports, railways, petroleum and natural gas, pipelines, irrigation, water supply, sewerage, mining and real estate development.
- ❖ For the purpose of qualification of project under Technical Capacity, Bidder shall hold at least 26% of the equity in the special purpose vehicle executing the project on the day of commissioning of the project.

(b) Financial Capacity

For the purpose of Qualification, a Bidder would be required to demonstrate the financial capacity as set out below.

- ❖ Net worth of at least **Rs 50 crores** /- (Rupees fifty crores) in the last completed financial year.

3.2.6 In Case of a consortium

1. Lead Member of the consortium shall meet at least 50% of the Technical Capacity claimed by the consortium.
2. The aggregate of the financials of all members would be considered for evaluation of financial capacity.

C. Technical Bid Evaluation Process

3.2.7 The Technical Bid shall be evaluated for preliminary examination for completeness

- The Technical Bid shall first be scrutinized to determine completeness and to assess whether any conceptual errors have been made.
- MCC may request for presentation from the Bidders on their Technical Bid.
- MCC may constitute a technical committee comprising experts from the field of architecture for the purpose of evaluation of presentation on the Technical Bid by the Bidders. MCC at its sole discretion may decide the members of the technical committee.
- The technical committee shall, based on the preliminary examination and/or presentation, determine the substantial responsiveness of the Technical Bid. Technical Bid without any material omissions, errors or incompleteness shall be considered responsive.
- Evaluation of the Technical Bid would be done in accordance with the criteria provided in Appendix 9.
- Bidders scoring 70 marks and above would only be considered for the next stage of evaluation.

D. Financial Bid

The Concession Payment payable by the Concessionaire to MCC shall be the bidding parameter for selection of the Bidder.

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

3.3 Selection of Bidder

3.3.1 The Bidder adjudged as responsive in terms of Clause 3.2.1 and Clause 3.2B meets the criteria and scores 70 marks and above would be deemed as “Technically Qualified Bidders”. The Financial Bids of only the Technically Qualified Bidders would be opened in the E-Tendering Website by MCC and evaluated for selecting the preferred bidder. Technically Qualified Bidder quoting the highest Concession Payment to MCC shall be declared as the selected Bidder (the “Selected Bidder”). The Bids of the Bidders who do not technically qualify as per Clause 3.2.1 and 3.2B above shall not be opened.

3.3.2 In the event that two or more Bidders quote the same amount of Concession Payment (the “**Tie Bidders**”), MCC shall identify the Selected Bidder based on highest technical score obtained by the Tie Bidders.

3.3.3 In the event that the highest Bidder withdraws or is not selected for any reason in the first instance (the “**first round of bidding**”), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid highest Bidder (the “**second round of bidding**”). If in the second round of bidding, only one Bidder matches the highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said highest Bidder in the second round of bidding, the said third highest bidder shall be the Selected Bidder.

3.3.4 In the event that no Bidder offers to match the highest Bidder in the second round of bidding as specified in Clause 3.3.3, the Authority may, in its discretion, invite fresh Bids (the “**third round of bidding**”) from all Bidders except highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.

3.3.5 After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by MCC to the Selected Bidder and the Selected Bidder shall, within 4 (four) weeks of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by

the stipulated date, MCC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by MCC on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

- 3.3.6 Along with acknowledgement of the LOA, Selected Bidder shall pay an amount of Rs. 48 lakhs (Rupees Forty eight lakhs only) plus applicable service taxes towards bid processing charges, in form of a Demand Draft in favour of “Infrastructure Development Corporation (Karnataka) Ltd.”, payable at Bangalore.
- 3.3.7 After acknowledgement of the LOA and payment of bid processing charges as aforesaid by the Selected Bidder, it shall execute the Concession Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation in the Concession Agreement.
- 3.3.8 Failure of the Selected Bidder to comply with the requirements of Clause 3.3.6 & Clause 3.3.7 shall constitute sufficient grounds for the annulment of the LOA, and forfeiture of the Bid Security. In such an event, MCC reserves the right to take any such measure as may be deemed fit in the sole discretion of MCC, including annulment of the bidding process.

3.4 **Contacts during Bid Evaluation**

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

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, MCC shall reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Selected Bidder, as the case may be, if it determines that the Bidder or Selected Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, MCC shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to MCC towards, inter alia, time, cost and effort of MCC, without prejudice to any other right or remedy that may be available to MCC hereunder or otherwise.
- 4.2 Without prejudice to the rights of MCC under Clause 4.1 hereinabove and the rights and remedies which MCC may have under the LOA or the Concession Agreement, if a Bidder or Selected Bidder, as the case may be, is found by MCC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Selected Bidder shall not be eligible to participate in any tender or RFP issued by MCC during a period of 2 (two) years from the date such Bidder or Selected Bidder, as the case may be, is found by MCC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of MCC who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of MCC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution

of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of MCC in relation to any matter concerning the Project;

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

5. PRE-BID CONFERENCE

- 5.1 Pre-Bid conferences of the Bidders shall be convened at the designated date, time and place. A maximum of five representatives of each Bidder shall be allowed to participate.
- 5.2 During the course of Pre-Bid conferences, the Bidders will be free to seek clarifications and make suggestions for consideration of MCC. MCC shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Mysore shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 MCC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a. Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b. Consult with any Bidder in order to receive clarification or further information;
 - c. Retain any information and/ or evidence submitted to MCC by, on behalf of, and/ or in relation to any Bidder; and/ or
 - d. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases MCC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

Appendix 1- Letter of Bid

Dated:

Commissioner
Mysore City Corporation
Mysore- 570024

Sub: Bid for Development of Urban Recreation Centre at Mysore

Dear Sir,

With reference to your RFP document dated _____, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

- 1 All information provided in the Bid and in the Appendices is true and correct.
- 2 This statement is made for the express purpose of qualifying as a Bidder for the development, construction, operation and maintenance of the aforesaid Project.
- 3 I/ We shall make available to MCC any additional information it may find necessary or require to supplement or authenticate the Bid.
- 4 I/ We acknowledge the right of MCC to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 5 We certify that in the last three years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- 6 I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by MCC.
 - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.1.14 and 2.1.15 of the RFP document;

- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with MCC or any other public sector enterprise or any government, Central or State; and
- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 7 I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.6 of the RFP document.
- 8 I/ We believe that we/ our Consortium/ proposed Consortium satisfy(ies) the Technical Capacity and Financial Capacity criteria and meet(s) the requirements as specified in the RFP document and are/ is qualified to submit a Bid in accordance with the RFP document
- 9 I/ We declare that we/ any Member of the Consortium are/ is not a Member of a/ any other Consortium submitting a Bid for the Project.
- 10 I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory MCC which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 11 I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 12 I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/Employees.
- 13 I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate MCC of the same immediately.
- 14 We agree and acknowledge the obligation regarding the shareholding of the SPV contained in the Concession Agreement.

- 15 I/We acknowledge and agree that in the event of a change in control of a Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP, I/We shall inform MCC forthwith along with all relevant particulars and MCC may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without MCC being liable to us in any manner whatsoever.
- 16 I/ We understand that the Selected Bidder shall form SPV prior to execution of the Concession Agreement.
- 17 I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by MCC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 18 In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 19 I/We have studied all the Bidding Documents carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by MCC or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Project.
- 20 The Concession Payment has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and revenues and after a careful assessment of the site and all the conditions that may affect the Bid.
- 21 I/We offer a Bid Security of Rs. 50 lakhs (Rupees fifty lakhs) to MCC in accordance with the RFP Document.
- 22 The Bid Security in the form of a Bank Guarantee (strike out whichever is not applicable) is attached.

- 23 I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened.
- 24 I/We agree to keep this offer valid for 10 (ten) months from the Bid Due Date specified in the RFP.
- 25 I/We agree and undertake to abide by all the terms and conditions of the RFP document.

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

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

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

Appendix 2- Details of Bidder

1.
 - a. Name:
 - b. Country of Incorporation
 - c. Address of 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.
3. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder:
 - a. Name :
 - b. Designation :
 - c. Company :
 - d. Address :
 - e. Telephone Number :
 - f. Fax Number :
 - g. Mobile Number :
 - h. E-Mail Address :
4. Details of individual (s) who will serve as the point of contact / communication for IDD within the Company:
 - a. Name :
 - b. Designation :
 - c. Company :
 - d. Address :
 - e. Telephone Number :
 - f. Fax Number :
 - g. Mobile Number :
 - h. E-Mail Address :

5. In case of Consortium :

- e. Information above (1-4) should be provided for all the members of the Consortium and information regarding role of each member should be provided as per table below:

S. No	Name of the Member	Role (Lead Member or Other Member)	Percentage of Equity to be held in the proposed JVC
1.			
2.			
3.			

6. The following information shall also be provided for each member of the Consortium.

Name of Bidder/member of Consortium:

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

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

APPENDIX 3 - Bank Guarantee for Bid Security

B.G. No.

Dated:

- 1 In consideration of you, _____, having its office at _____, (hereinafter referred to as “MCC”, which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns) having agreed to receive the Bid of _____ [a Company registered under provision of the Companies Act, 1956] and having its registered office at _____ [and acting on behalf of its Consortium] (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the Development of Urban Recreation Centre at Mysore Project (hereinafter referred to as “the Project”) pursuant to the RFP Document dated ***** issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to MCC an amount of Rs. 49.00 lakhs (Rupees forty nine lakhs only) as bid security (hereinafter referred to as the “Bid Security”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
- 2 Any such written demand made by MCC stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
- 3 We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of MCC is disputed by the Bidder or not merely on the first demand from MCC stating that the amount claimed is due to MCC by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 49 lakhs (Rupees forty nine lakhs only).
- 4 This Guarantee shall be irrevocable and remain in full force for a period of 10 (ten) months from

the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between MCC and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

- 5 We, the Bank, further agree that MCC shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of MCC that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between MCC and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other MCC.
- 6 The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- 7 In order to give full effect to this Guarantee, MCC shall be entitled to treat the Bank as the principal debtor. MCC shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to MCC, and the Bank shall not be released from its liability under these presents by any exercise by MCC of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of MCC or any indulgence by MCC to the said Bidder or by any change in the constitution of MCC or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- 8 Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- 9 We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch that shall be deemed to have been duly authorized to receive the said notice of claim.
- 10 It shall not be necessary for MCC to proceed against the said Bidder before proceeding against

the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which MCC may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11 We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of MCC in writing.

12 The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

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

(Signature of the Authorized Signatory)
(Official Seal)

APPENDIX 4 - Power of Attorney for Signing of Bid

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Development of Urban Recreation Centre at Mysore being developed by the Mysore City Corporation (“MCC”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to MCC, representing us in all matters before MCC, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with MCC in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with MCC.

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

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

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

Witnesses:

- 1
- 2

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

[Notarised]

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

APPENDIX 5 - Power of Attorney for Lead Member of Consortium

Whereas the Mysore City Corporation (“MCC”) has invited bids from interested parties for the Development of Urban Recreation Centre at Mysore (“the Project”).

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 2008.

For _____ (Name & Title)

For _____ (Name & Title)

For _____ (Name & Title)

Witnesses:

1

2

(Executants)

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

APPENDIX 6 - Statement of Technical Capacity of Bidder**1. Experience of Development of Urban Infrastructure projects as mentioned in Clause 3.2.5 (a) (i)**

S.No	Name of the Bidder (In case of Consortium, name of the member of the Consortium)	Name, Address of Project	Narrative description of the Project	Project Cost (Rs. Crores)	Date of Commissioning of the Project	Equity Holding on the date of commissioning of the Project
1.						
2.						
'n'						

2. Experience of Development of Core Sector projects as mentioned in Clause 3.2.5 (a) (ii)

S.No	Name of the Bidder (In case of Consortium, name of the member of the Consortium)	Name, Address of Project	Narrative description of the Project	Project Cost (Rs. Crores)	Date of Commissioning of the Project	Equity Holding on the date of commissioning of the Project
1.						
2.						
'n'						

Instructions:

1. Bidder shall submit Technical Capacity as per Clause 3.2.5 (a) for any one of the above mentioned experience categories.
2. Bidder can also claim experience of Associate.
3. Any of the following documents, containing the completion date of the project and the total project cost, should be provided in support of the statement of experience for each project:
 - a. Project completion certificate issued by the relevant authority to the Bidder.
 - b. Certificate from the Statutory Auditor of the entity claiming experience as per format provided in Appendix 6A.
4. Certificate from the Statutory Auditor indicating shareholding of the Associate as per format provided in Appendix 8.
5. For category of the project, refer to the definition of Core Sector project.

Appendix 6A - Format for Certificate from Statutory Auditor for Technical Capacity

(On the Letterhead of the Statutory Auditor)

Date:

TO WHOMSOEVER IT MAY CONCERN

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

S.No	Name, Address of Project	Project Cost (in Rs. Crores)	Date of Commissioning of Project	Equity holding on the date of Commissioning of Project
1.				
2.				
'n'				

This certificate is being issued to be produced before Mysore City Corporation, for the 'Development of Urban Recreation Centre at Mysore' project.

Signature and Seal of the Auditor clearly indicating his/her membership number

APPENDIX 7 – Financial Capacity of Bidder

Bidder	Net Worth (Rs. Crores)
	Year 1
Name of the Bidder (All members, in case of Consortium)	

Instructions:

1. The financial year would be the same as the one normally followed by the Bidder for its Annual Report. Year 1 shall be the last completed financial year for which audited financial statements are available.
2. The Bidder shall provide the audited annual financial statements for last two completed financial year. Failure to do so may result in the Bid being considered as non-responsive.
3. A certificate from the Statutory Auditor should be provided as supporting document certifying the Financial Capacity submitted by the Bidder.
4. Net Worth shall be calculated as follows:
 - (a) $\text{Net Worth} = (\text{Subscribed and Paid-up Equity} + \text{Reserves}) - (\text{Revaluation reserves} + \text{Miscellaneous expenditure not written off})$
5. The Bidder should clearly indicate the calculations and references for arriving at the above numbers in an attached worksheet.
6. A certificate from the Statutory Auditor in the format set out below should be provided as supporting document certifying the status as a Associate (separate Certificates for each member of the Consortium/).
7. A certificate from the Statutory Auditor should be provided as supporting document certifying the Financial Capacity Statement submitted by the Bidder (separate certificates for each member of the consortium).

Appendix 7A - Format for Certificate from Statutory Auditor for Financial Capacity of the Bidder

(On the Letterhead of the Statutory Auditor)

Date:

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

Bidder	Net Worth (Rs. Crores)
	Year 1
Name of the Bidder	

This certificate is being issued to be produced before Mysore City Corporation (MCC), for the 'Development of Urban Recreation Centre at Mysore' project.

Signature and Seal
and registration number of
Statutory Auditor

Appendix 8 - Format for Certificate from Statutory Auditor for Associate

(On the Letterhead of the Statutory Auditor)

Date

TO WHOMSOEVER IT MAY CONCERN

We have verified the relevant statutory and other records of M/s _____-(Name of Bidder) and M/s _____ and certify that M/s _____ is a Associate as defined in the RFP Document issued by Mysore City Corporation, for the 'Development of Urban Recreation Centre at Mysore' project.

The details of the shareholding are as follows:

- 1.
- 2.
- 3.

This certificate is being issued to be produced before Mysore City Corporation, for the 'Development of Urban Recreation Centre at Mysore' project.

.

Signature and Seal
and registration number of
Statutory Auditor

APPENDIX 9 – Details of Technical Bid

The Bidder shall furnish the following as part of their Technical Bid for the Project including all the facilities listed in Annexure 1 of this Bid Document:

(a) Project Appreciation

Under this item, the Bidders should provide a brief description of their understanding of the concept and their responsiveness of the theme for the Project on the whole and the Mandatory Project Facilities⁵ in specific.

(b) Design, Drawings and Technology Used for Project Facilities

The Bidders should provide the following drawings and data's as part of their Technical Bid.

The drawings that are to be provided in common for all the Project Facilities are as follows:

- (i) Innovative concepts along with provision of unique facilities
- (ii) Conceptual Plans ⁶ along with sketches highlighting the key sections and elevations
- (iii) Approach towards disabled friendly environment
- (iv) Landscape Design Concept
- (v) Design of Utility Services
- (vi) Contextual materials and technology
- (vii) Overall 3D/ Perspective Drawings of the buildings

(c) Provision of basic infrastructure facilities

The Bidders should provide their plan on provision of basic infrastructure facilities along with adaptation of environmental friendly initiatives for the Project:

- (i) Traffic Safety and Traffic Management
- (ii) Environment Management (SWM, RWH, etc)
- (iii) Preservation of Flora within the Site

(d) Implementation Plan & Method Statement

⁵ The Mandatory Project Facilities are listed and elaborated in Annexure 1 of this Bid Document

⁶ Parallel images from other similar projects shall not be encouraged. Only sketches pertaining to this Project would be considered for Evaluation of the proposal.

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

Parameters for Evaluation of Technical Bid

Parameter		Criteria for Evaluation	Maximum Marks
Appreciation of the Project	Theme appreciation & understanding of the Concept	<ul style="list-style-type: none"> The overall theme and its sync with the proposed concept Responsiveness of the theme for Mandatory Project Facilities to the concept 	10
Creativity and Innovation in design	Architectural Design	<ul style="list-style-type: none"> Innovative concept Provision of unique facilities / activities / elements Contextual materials proposed Design Considerations - Disabled Friendly approach 	50
Infrastructure and access	Basic infrastructure facilities and adaptation of environmental friendly initiatives	<ul style="list-style-type: none"> Circulation Pattern of vehicles and pedestrians Preservation of the Flora within the Site Design of utility services such as water supply, electricity, drainage system, SWM, RWH, etc 	25
Construction Methodology	Implementation Plan & Method Statement	<ul style="list-style-type: none"> Overall Construction Phasing Plan Ease of execution Techniques adopted to expedite work Construction Methodology 	15

The Bidders should demonstrate that their Bids adhere to the MCC byelaws.

Evaluation by the Technical Evaluation Committee

Bidders should submit all the documents set out in this section in both soft copy (in a non-rewritable CD) and hard copy. The same shall be deemed to form a part of the Technical Bid.

The Technical Bid submitted by the Bidders would be evaluated based on the parameters set out in this section.

The Technical Bid submitted by the Bidders would form the basis for the Development Plan for Project, to be submitted by the Successful Bidder after the execution of the Concession Agreement

Financial Bids of Bidders who score at least 70 marks in this Technical Bid would be further evaluated and the Bidders scoring less than 70 marks will be disqualified and their Financial Bid shall not be opened.

APPENDIX 10 – Technical Bid

(TO PROVIDE INFORMATION AS PER CLAUSE 3.2.7)

APPENDIX 11 – Specimen of Financial Bid

(To be submitted only in electronic mode on E-Tendering Website)

Date:

Commissioner
Mysore City Corporation
Mysore – 570 024

Re: Development of Urban Recreation Centre at Mysore, Karnataka

We hereby submit our Financial Bid⁷ as indicated in the table below:

Description	In Figures (Rs.)	In Words (Rs.)
Concession Payment		

We agree that the Concession Payment shall be increased by 3% every year throughout the Concession Period.

We have reviewed all the terms and conditions of the RFP and undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be no deviations from the stated terms in the RFP Document.

Yours faithfully,

For and on behalf of

.....
(Name of the Bidder⁸)

(Signature of Authorized Signatory)

(Name and designation of the Authorised Person)

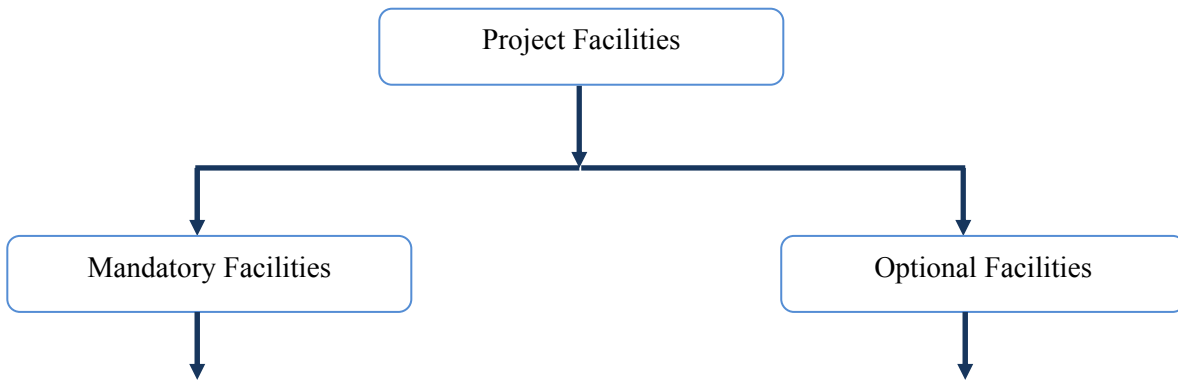
Note:

⁷ Conditional Bids will not be acceptable

⁸ In case of Consortium, names of all members of Consortium

Annexure – 1
Description of Project Facilities

The details of the Project facilities are as mentioned below:



Sl. No	Component
(a)	Amusement/Theme Park
(b)	Heritage Zone
(c)	Nature Zone
(d)	Food court
(e)	Entrance gate/arch
(f)	Parking space
(g)	Landscaping
(h)	Green fence around the STP
(i)	First aid room
(i)	Public amenities

The Bidder shall develop other facilities apart from the Mandatory Facilities as per the indicative list of facilities as mentioned below:

1. Commercial complex
2. Retail space
3. Star Hotels
4. Convention centre
5. Exhibition space
6. Multiplex theatres
7. Yoga resort/spa
8. Outdoor Game centre (Go-karting, Xtreme sports etc.)
9. Additional Food courts

The above list has been developed based on the market study carried out by the Authority.

Annexure – 2

Scope of Work

1. The Successful Bidder would:
 - a. design, finance, construct and maintain the Project Facilities as per the Construction Standards set out in the Concession Agreement and hand back the Project Facilities at the end of the Concession Period.

The Successful Bidder shall develop the Project Site as per the following site guidelines:

1. The Successful Bidder shall develop the Project Site as per approved Technical Bid.
2. The Successful Bidder shall construct the Project Facilities i.e. Mandatory Facilities and Optional Facilities on Project Site.
3. The Successful Bidder would rehabilitate the existing quarters on the Project Site to a location indicated by the Authority on the Site.
4. The Successful Bidder would rehabilitate all infrastructures (DG room, pump house, screening tank etc.) relating to the STP to a suitable location on the Site as specified by the Authority.
5. The Successful Bidder shall provide parking, public conveniences in terms of toilets, drinking water fountains and access to the physically handicapped in Project Facilities in accordance with the MCC Byelaws.
6. The Successful Bidder will consider ground water recharge and rain water harvesting in the Project Site.
7. The Project Facilities along with Project Site shall be handed back to MCC at the end of the Concession Period.
8. The Successful Bidder shall be responsible for operating and maintaining the Project Facilities.
9. The Successful Bidder shall utilise the FAR to the maximum for the Project Site and provide required parking space within the permissible byelaws.
10. Before the commencement of the construction, if the City Development Plan is revised by the Government and is made effective and the Successful Bidder gets an advantage of additional FAR, the same could be exploited by taking up revised approval. Accordingly the revision in the Concession Payment will have to be made proportionately.