



**GOVERNMENT OF KARNATAKA  
INDIA**

**DEVELOPMENT OF  
“BENGALURU INTERNATIONAL CONVENTION CENTRE”  
WITHIN THE BENGALURU SIGNATURE BUSINESS PARK  
SITUATED ADJOINING THE KEMPEGOWDA  
INTERNATIONAL AIRPORT AT BENGALURU,  
KARNATAKA  
ON  
PUBLIC PRIVATE PARTNERSHIP BASIS**

**REQUEST FOR PROPOSAL  
(E-procurement mode only)  
BID SUMMARY  
(for reference only)**

**05 FEBRUARY, 2018**



**Karnataka State Industrial & Infrastructure  
Development Corporation Limited  
4th Floor, East Wing, “Khanija Bhavan”,  
#49, Race Course Road, Bengaluru 560 001  
[www.ksiidc.com](http://www.ksiidc.com)**

**RFP for Development of Bengaluru International Convention Centre on PPP**

The Government of Karnataka intends to develop the proposed “**Bengaluru International Convention Centre (“BICC”)**” on Public Private Partnership (“PPP”) basis.

In this regard, 35.0 (Thirty Five) Acres of strategically located land has been earmarked for the proposed Project, within the “**Bengaluru Signature Business Park (“BSBP”)**” being developed on about 407 Acres of land situated alongside the northern boundary of the Kempegowda International Airport (“**KIA**”) at Bengaluru.

Currently, the Government of Karnataka (“**GOK**”), through the Infrastructure Development Department (“**IDD**”) and its Nodal Agency, Karnataka State Industrial & Infrastructure Development Corporation (“**KSIIDC**”) is in the process of taking up the development of world class trunk infrastructure for the **BSBP** including a direct connectivity approach flyover from the National Highway. The bidding out of other individual land parcels within the BSBP is also expected to commence shortly.

The selection of the PPP partner for the BICC Project through this Request for Proposal (“**RFP**”) shall be carried out only through the e-Procurement module of the Government of Karnataka (<https://eproc.karnataka.gov.in/eportal/>), as per the process explained in this RFP.

Please note that the KSIIDC (the “**Authority**”) reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

**DISCLAIMER**

The information contained in this BID SUMMARY is only a brief of the Request for Proposals document (the “RFP”) and the RFP needs to be referred for the detailed terms & conditions.

This BID SUMMARY is not a part of the RFP and is only for ready reference of the Brief Terms & Conditions of the RFP.

### **Schedule of Bidding Process**

	<b>Event Description</b>	<b>Date</b>
1.	<b>Availability of Bid Documents on e-procurement Portal (<a href="https://eproc.karnataka.gov.in/eportal/">https://eproc.karnataka.gov.in/eportal/</a>)</b>	<b>From 5th February, 2018 onwards</b>
2.	Last date for receiving queries	<b>2nd March, 2018</b>
3.	Pre-Bid Conference 1	<b>5th March, 2018, 1500 Hrs IST</b>
4.	Authority response to queries latest by	<b>19th March, 2018</b>
5.	Last date for receiving additional queries	<b>28th March, 2018</b>
6.	Pre-Bid Conference 2	<b>2nd April, 2018, 1500 Hrs IST</b>
7.	Authority response to queries latest by	<b>16th April, 2018</b>
8.	Bid Due Date	<b>7th May, 2018</b>
	<b><u>Part- I : Qualification Proposal</u></b>	
1.	Opening of Part-I (Qualification Proposal)	<b>10<sup>th</sup> May, 2018</b>
2.	Announcement of Qualified Bidders & shortlisted Bidders	Within 15 days of Bid Due Date
	<b><u>Part - II : Technical Proposal</u></b>	
		<b>Estimated Date</b>
1.	Opening of Part-II (Technical Proposals of qualified bidders)	On a Date to be intimated
2.	Presentation on Technical Proposals	On a Date to be intimated
3.	Announcement of shortlist of Applicants	Within 15 days from date of Opening of Technical Proposals
	<b><u>Part – III: Financial Bid</u></b>	
		<b>Estimated Date</b>
1.	Opening of Part-III (Financial Bids of shortlisted Applicants / Bidders)	On a Date to be intimated
2.	Letter of Award (LOA)	Within 30 days of opening of Price Bids
3.	Validity of Bids	240 days from Bid Due Date
4.	Signing of Concession Agreement	Within 60 days of award of LOA

**BID SUMMARY**

<b>S.No</b>	<b>Key Information</b>	<b>Details</b>
<b>Project Details</b>		
<b>1.</b>	<b>Project Title</b>	<b>RFP for Development of Bengaluru International Convention Centre on PPP Format</b>
<b>2.</b>	<b>Authority</b>	<b>Karnataka State Industrial &amp; Infrastructure Development Corporation (KSIIDC)</b>
<b>3.</b>	<b>Project Site</b>	35.0 (Thirty Five) Acres of strategically located land has been earmarked for the proposed Project, within the “Bengaluru Signature Business Park” (“BSBP”) being developed on about 407 Acres of land situated alongside the northern boundary of the Kempegowda International Airport (“KIA”) at Bengaluru
<b>4.</b>	<b>Envisaged Developments in Project</b>	<p>The GOK intends to take up the development of the above International Convention Centre (ICC) comprising of a main Convention Hall (free of intermediate columns) of minimum 6000 seating capacity, exhibition hall of minimum 6500 Square meters, meeting halls and Food Court (based on the approved concept design and design brief thereof as in <b>Schedule-B</b> and <b>Schedule-C</b> of the draft Concession Agreement) along with other Project Components including Hotel(s) / service apartments, Retail etc. and related infrastructure in an integrated manner through the Public Private Partnership (<b>PPP</b>) mode.</p> <p><b>It is mandatory that the Selected Concessionaire implements the Project based upon the approved Theme / Concept / Design brief specified by the GOK in Schedule-B and Schedule-C of the draft Concession Agreement and operates, markets, manages and maintains the Project during the Concession Period (as defined in the draft Concession Agreement). The Selected Concessionaire is however provided the liberty to improve upon the approved theme &amp; concept / further detail the design.</b></p>
<b>5.</b>	<b>Estimated Project Cost</b>	<b>INR 935,00,00,000 (Indian Rupees Nine Hundred and Thirty Five Crore)</b>

S.No	Key Information	Details
6.	<b>Selection Process</b>	<b>International Competitive Bidding (ICB) only through the e-Procurement module of the Government of Karnataka</b> ( <a href="https://eproc.karnataka.gov.in/eportal/">https://eproc.karnataka.gov.in/eportal/</a> )
7.	<b>E-Procurement Charges</b>	As part of the E-Submission the interested Bidder shall pay <b>INR 7,500/- (Indian Rupees Seven Thousand Five Hundred only)</b> as “ <b>Tender Processing Fee</b> ” through E-payment modes as explained in this RFP and as per the procedures explained at <a href="https://eproc.karnataka.gov.in">https://eproc.karnataka.gov.in</a> .
8.	<b>Cost of RFP Document</b>	The Cost of RFP is <b>INR 1,12,000/- (Indian Rupees One Lakh Twelve thousand only) inclusive of GST</b> , which shall be payable in the form of demand draft / pay order in favour of “ <b>Managing Director, KSIIDC</b> ” payable at Bengaluru. The demand draft / pay order as mentioned above shall be enclosed as part of the Hard Copy Submission of the Qualification Proposal and a scanned copy of the same shall be uploaded as part of <b>e-Submission of Bid</b> .
<b>Implementation Structure</b>		
9.	<b>Implementation Format</b>	Public Private Partnership (PPP)
10.	<b>Concession Format</b>	Design, Finance, Build, Operate and Transfer (“ <b>DFBOT</b> ”)
11.	<b>Institutional Structure for Implementation</b>	The selected Bidder, shall undertake to incorporate a Special Purpose Vehicle (“ <b>SPV</b> ”) under the Companies Act, 2013 as such prior to execution of the concession agreement (the “ <b>Concessionaire</b> ”) that shall be exclusively responsible for designing, engineering, financing, procurement, construction, marketing, operation, management and maintenance of the Project under and in accordance with the provisions of a concession agreement (the “ <b>Concession Agreement</b> ”), to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the RFP.
12.	<b>Concession Period</b>	Concession Period shall initially be 30 (thirty) years plus the Construction Period of CMDO / OMDO (subject to maximum period of 48 months) commencing from the Appointed Date <sup>1</sup> , with a provision for an automatic renewal for another period of 30 (thirty) years, upon successful completion of the first term of 30 (thirty) years and subject to the fulfillment of the terms and conditions more fully described in Part V of this RFP, i.e. as

<sup>1</sup> Appointed Date has been defined in the Draft Concession Agreement

<b>S.No</b>	<b>Key Information</b>	<b>Details</b>
		described in the draft Concession Agreement. At the end of the Concession Period, the Project would vest to the Authority in appropriate working condition, free of cost.
<b>13.</b>	<b>Core Minimum Development Obligation (CMDO)</b>	The Core Minimum Development Obligation (“ <b>CMDO</b> ”) of construction of the following at the Project Site and commencement of operations of the same <b>within 24 (twenty four) months from the date of signing the Concession Agreement:</b> <ol style="list-style-type: none"> <li>a. Main Convention/Plenary Hall of minimum 6000 seater capacity and associated facilities;</li> <li>b. Exhibition Hall of minimum 6500 Sq. m. and associated facilities; and</li> <li>c. Supporting Meeting Rooms with associated facilities</li> <li>d. Food Court.</li> </ol>
<b>14.</b>	<b>Other Minimum Development Obligations (OMDO)</b>	The Other Minimum Development Obligation (“ <b>OMDO</b> ”) of construction of the following at the Project Site and commencement of operations of the same <b>within 48 (forty eight) months from the Appointed Date specified in the Concession Agreement:</b> <ol style="list-style-type: none"> <li>a. 5 Star Category Hotel of minimum 250 rooms.</li> </ol>
<b>15.</b>	<b>Other Permissible Developments</b>	The other Permissible Developments within the Project Site shall be limited to that permissible and prescribed in the draft Concession Agreement only, as below: <ol style="list-style-type: none"> <li>(i) Retail &amp; Entertainment Space, Commercial space, subject to a maximum built up space of 5.0 Lakh Sq. Ft.</li> <li>(ii) 3 Star or Higher Category Hotel</li> </ol>
<b>Eligibility Criteria</b>		
<b>16.</b>	<b>Technical Capacity</b>	For demonstrating technical capacity and experience (the “ <b>Technical Capacity</b> ”), the Applicant / Bidder shall, over the past 5 (five) financial years preceding the Bid Due Date, have: <ol style="list-style-type: none"> <li>(i) paid for, or received payments for, construction of Eligible Project(s); and/or</li> <li>(ii) paid for development of Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 7.2.1 of RFP;</li> </ol> <p>such that the sum total of the above is more than <b>INR 1400 Crore (Indian Rupees One Thousand Four hundred Crore)</b> (the “<b>Threshold Technical Capacity</b>”).</p>

S.No	Key Information	Details
		<p>Subject to the provisions of Clause 2.2 of RFP, the following categories of experience would qualify as Technical Capacity and eligible experience (the "<b>Eligible Experience</b>") in relation to eligible projects as stipulated in Clauses 7.2.3 and 7.2.4 of RFP (the "<b>Eligible Projects</b>"): </p> <p>Category 1: Project experience as a <b>Developer</b> (i.e. having developed on its own or paid for the development) on Eligible Projects including Convention Centers, Exhibition Centers and 3 Star / 4 Star / 5 Star / 5 Star Deluxe or equivalent Hotels<sup>2</sup> that qualify under Clause 7.2.3</p> <p>Category 2: Project experience as a <b>Developer</b> (i.e. having developed on its own or paid for the development) in Core Sector Projects that qualify under Clause 7.2.3</p> <p>Category 3: Construction experience on Eligible Projects in Convention Centers / Exhibition Centers or 4 Star / 5 Star / 5 Star Deluxe or equivalent Hotels that qualify under Clause 7.2.4</p> <p>Category 4: Construction experience on Eligible Projects in Core Sector Projects that qualify under Clause 7.2.4</p> <p>For the purpose of this RFP:</p> <p>(i) (a) Convention Centers mean centrally air conditioned convention centers of seating capacity more than 1500 seats and having hosted atleast 3 Conventions of minimum 1000 delegates within the last 3 years;</p> <p>(b) Exhibition Centers mean an Exhibition Centre with minimum one permanent indoor exhibition hall of minimum 2500 Sq. Mts. area and having a valid membership of either</p>

<sup>2</sup> Only operational Hotels with minimum 100 room keys would be considered as Eligible Projects. Further, in case of Hotels in India, the Hotel with a valid Certification / having applied for new / renewal of Certification, from the Hotel & Restaurant Approval & Classification Committee (HRACC) of the Ministry of Tourism, Government of India shall be considered. In case of Hotels being outside India, the classification / certification from the corresponding classifying / rating Authority / Body shall be considered.



S.No	Key Information	Details
		<p>of the following: (i) International Association of Exhibitions and Events (ii) Global Association of Exhibition Industry (iii) Asian Federation of Exhibition &amp; Convention Associations (iv) Venue Owners membership of Indian Exhibition Industry Association</p> <p>(ii) Core Sector would be deemed to include highways, expressways, bridges, tunnels and airfields, power, telecom, ports, airports, Hospitals, Universities, Colleges, railways, metro rail, industrial parks/ estates, logistic parks, Roads and Real Estate development including commercial complexes, etc and excluding plotted development<sup>3</sup>.</p> <p>For a project to qualify as an Eligible Project under Categories 1 and 2:</p> <p>(a) It should have been undertaken either as (i) a PPP project on BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity; or as (ii) a Private Sector Development / Joint Development Project (which are not classified as PPP Projects);</p> <p>(b) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six per cent) equity during the entire period and years for which Eligible Experience is being claimed;</p> <p>(c) the capital cost of the project should be more than <b>INR 187 Crore (Indian Rupees One Hundred Eighty Seven Crore only)</b>; and</p> <p>(d) the entity claiming experience shall, during the last 5 (five) financial years preceding the Bid Due Date, have paid for development of the project (excluding the cost of land).</p>

<sup>3</sup> Real Estate development shall not include residential flats unless they form part of a real estate gated complex or township which has been built by the Applicant.

S.No	Key Information	Details
		<p>For a project to qualify as an Eligible Project under Categories 3 and 4, the Applicant / Bidder should have received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Bid Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, payments/receipts of less than <b>INR 187 Crore (Indian Rupees One Hundred Eighty Seven Crore only)</b> shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turnkey construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.</p> <p>In case of a Consortium, the combined Technical Capacity, Annual Turnover and Net Worth of those Members, who shall have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 2 (two) years from the date of commercial operations of the Project (COD1 and COD2, whichever is later), hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement.</p>
17.	<b>Financial Capacity</b>	<p><b>Financial Capacity:</b> (the “<b>Financial Capacity</b>”):  The Applicant / Bidder shall satisfy the following criteria (i) and (ii) together:</p> <p style="padding-left: 40px;">(i) A minimum <b>Net Worth</b> of <b>INR 235 Crore (Indian Rupees Two Hundred and Thirty Five Crore)</b> at the close of the preceding Financial Year; and</p> <p style="text-align: center;"><b>And</b></p> <p style="padding-left: 40px;">(ii) An minimum <b>Annual Turnover</b> of <b>INR 280 Crore (Indian Rupees Two Hundred and Eighty Crore)</b> in each of the preceding 3 (three) Financial Years</p>

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		<p>In case of a Consortium, the combined Technical Capacity, Annual Turnover and Net Worth of those Members, who shall have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 2 (two) years from the date of commercial operations of the Project (COD1 and COD2, whichever is later), hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement.</p> <p>Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).</p> <p>Further, the Applicant or each of the Consortium Members whose Financial Capacity is being considered, shall be required to have Positive Net Cash Accruals in each of the three (3) years, preceding the Bid Due Date. (Net Cash Accruals shall mean Profit After Tax + Depreciation).</p>
<b>18.</b>	<b>O&amp;M Experience</b>	<p>In the event that the Applicant does not have the requisite operations &amp; maintenance / management (“<b>O&amp;M</b>”) experience, it shall be required to enter into an agreement for a minimum period until the 5<sup>th</sup> (fifth) anniversary of the date of commercial operations (COD1 and/or COD2, whichever is later)<sup>4</sup> of the Project, with an entity having the experience of O&amp;M of at least one 5 Star Hotel or equivalent for a minimum continuous period of 10 years, for discharging its O&amp;M obligations in accordance with the provisions of the draft Concession Agreement, failing which the draft Concession Agreement shall be liable to termination. The submission of the O&amp;M agreement shall be a condition precedent in the draft Concession Agreement.</p>
<b>19.</b>	<b>Qualifications through experience of Associates (If any)</b>	<p>For purposes of this RFP, Associate means, in relation to the Applicant / Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant / Bidder/ Consortium Member (the “<b>Associate</b>”). As used in this definition, the expression “control” means, with respect to a person</p>

<sup>4</sup> COD1 and COD2 have been more fully described in the draft Concession Agreement

S.No	Key Information	Details
		<p>which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.</p> <p>For the purposes of clarity, merely having common Directors / majority of common Directors does not deem a company as an Associate for the purpose of this definition.</p>
20.	<b>Special Conditions for a Consortium</b>	<p>(i) The Applicant / Bidder may be a single entity or a group of entities (the “<b>Consortium</b>”), coming together to implement the Project. However, no applicant / Bidder applying individually or as a member of a Consortium (“<b>Member</b>”), as the case may be, can be member of another Applicant / Bidder. The term Applicant / Bidder used herein would apply to both a single entity and a Consortium.</p> <p>(ii) An Applicant / Bidder may be a natural person, private entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in the RFP.</p> <p>(iii) In case of a Consortium, the combined Technical Capacity, Annual Turnover and Net Worth of those Members, who shall have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 2 (two) years from the date of commercial operations of the Project (COD1 and COD2, whichever is later), hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement.</p>
21.	<b>Special Condition for a Sole Bidder (if any)</b>	<p>In case of sole Bidder, he shall be required to commit to hold a minimum equity participation of 51% in the Project SPV for a period of 2 (two) years from the date of commercial operations of the Project (COD1 and COD2, whichever is later).</p>

S.No	Key Information	Details
<b>Bid Conditions</b>		
<b>22.</b>	<b>Annual Lease Rentals</b>	The selected Bidder shall pay the Annual Concession Fee of INR 1000/- (Indian Rupees One Thousand Only) plus applicable GST to the Authority annually during the Concession Period.
<b>23.</b>	<b>Revenue Share</b>	<p>The selected Bidder shall, on achieving COD1 and/or COD2 as per the timelines specified in the Concession Agreement and during the Concession Period share the revenues from the Project at a % (percentage) of the gross revenue receipts of the project (Project Revenues), more fully described in the Concession Agreement. The percentage of Revenue Share during the Concession Period shall be as below:</p> <p><b>i. Upon achieving COD1:</b></p> <p>(a) From date of COD1 to date of COD2 - 2.5% of Gross Revenues for each Accounting Year.</p> <p><b>ii. Upon achieving COD2:</b></p> <p>(a) From date of COD2 to 5 Years from Operation – 2.5% of Gross Revenues for each Accounting Year;</p> <p>(b) 5 Years to 10 years – 5% of Gross Revenues for each Accounting Year;</p> <p>(c) 10 years to 15 years – 7.5% of Gross Revenues for each Accounting Year;</p> <p>(d) 15 years to 20 years – 10.0% of Gross Revenues for each Accounting Year;</p> <p>(e) 20 years to 25 years – 12.50% of Gross Revenues for each Accounting Year;</p> <p>(f) 25 years to 30 years – 15.00% of Gross Revenues for each Accounting Year.</p> <p><b>iii. Upon automatic renewal of Concession Period for 2<sup>nd</sup> term of 30 years:</b></p> <p>(a) 15% of Gross Revenues for each Accounting Year.</p> <p>For the purpose of clarity:</p> <p>a) The Revenue Share shall, commence from the day of COD1 / COD2 (and for any such period prior to the COD1 / COD2 when the commercial operations / transactions of any Project component, has commenced, whichever is earlier).</p> <p>b) The Revenue Share shall apply to all Project components developed / operated on the Project Site.</p> <p>c) The definition of Accounting Year is as specified in the Concession Agreement.</p> <p>Project Revenue shall refer to and include any &amp; all</p>

S.No	Key Information	Details
		<p>revenues from all sources or amounts of money and the total receipts of business of the Concessionaire for any period, that arise, accrue to and/or are received (or which would have been received) from the operation of Project, CMDO, OMDO, Other Developments (including Retail / Commercial Development and 3 Star Hotel), Project Facilities, including without limitation the monies charged, collected demanded, levied, received by the Concessionaire pursuant or incidental to – (i) the sub-lease/license/sub-license of built up space on the Project Site; (ii) exploitation in any manner whatsoever of the Project Facilities by any Person, including but not limited to capital receipts, upfront sub-lease payments, non-refundable deposits, advances, registration payments, installments received from sub-lessees, sub-lease charges, fees, tariff, parking charges, profits on maintenance charges, profits on service changes, etc; (iii) revenues from guests, visitors, persons utilizing the facilities, interest earned on refundable deposits, etc.</p>
24.	<b>USER FEES</b>	<p>The Concessionaire shall, in consideration of its investment and services to users, be entitled to levy and charge a user fee from users of the Project as per market driven competitive rates depending upon the services provided to the users.</p>
25.	<b>Performance Security (for construction period)</b>	<p>The Selected Bidder will be required to furnish a Construction Period Performance Security, equivalent to <b>INR 46,75,00,000 (Indian Rupees Forty Six Crores Seventy Five Lakhs only)</b> that shall be required to be kept valid until the COD1 and COD2 of the Project, respectively. The Construction Period Performance Security will be returned after COD1 and COD2 in proportion to the Construction Cost, respectively, and upon furnishing the Operations Performance Security by the Concessionaire.</p>
26.	<b>Bank Guarantee towards Operations Performance Security</b>	<p>The Selected Bidder will be required to furnish an Operations Performance Security, equivalent to <b>INR 5,00,00,000/- (Indian Rupees five crore) at least 30 (thirty) days prior to COD1</b>, to ensure due and proper observance of the provisions of this Agreement during the Concession Period and furnish from time to time during the Operations Period, the rolling bank guarantee(s) towards the Operations Performance Security.</p>

S.No	Key Information	Details
27.	<b>Lock-In Period</b>	<p>By submitting the Bid, the Applicant / Bidder acknowledges that if its Consortium is selected, the same is on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members who shall until the 2<sup>nd</sup> (second) anniversary of the date of commercial operations (COD1 and COD2, whichever is later) of the Project and hold equity share capital representing not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost as specified in the draft Concession Agreement. The Applicant / Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the draft Concession Agreement, be deemed to be a breach of the draft Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, in case the Applicant / Bidder is a single entity, it shall undertake to hold at least 51% (fifty one per cent) of the subscribed and paid up share capital of the SPV at all times until the second anniversary of the COD1 and COD 2 of the Project, whichever is later.</p> <p>By submitting the Bid, the Applicant / Bidder shall also be deemed to have acknowledged and agreed that in the event of a Change in Ownership of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP conditions, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such Change in Ownership occurs after signing of the draft Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the draft Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the draft Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages,</p>



S.No	Key Information	Details
		without prejudice to any other right or remedy that may be available to the Authority under this RFP and/ or the Concession Agreement or otherwise.
<b>Bid Submissions</b>		
28.	<b>Bid Submissions</b>	<ol style="list-style-type: none"> <li>Bids shall be submitted only through the e-Procurement module of the Government of Karnataka (<a href="https://eproc.karnataka.gov.in/eportal/">https://eproc.karnataka.gov.in/eportal/</a>)</li> <li>The submission shall be in a Single Stage (3 – Parts) <ol style="list-style-type: none"> <li><b>Part-I : Qualification Proposal</b></li> <li><b>Part-II : Technical Proposal</b></li> <li><b>Part-III : Financial Proposal</b></li> </ol> </li> <li><b>The E-submission of each of the above parts shall be specifically made only in the respective links provided in the E-procurement portal. Submission in the wrong links or interchanged links are liable for rejection.</b></li> </ol>
29.	<b>Part - I: Qualification Proposal</b>	<ol style="list-style-type: none"> <li>Information in the prescribed formats of RFP (Appendix-I) along with Annexes (I to V) and supporting documents;</li> <li>Power of Attorney for signing the Bid as per the format at Appendix-II;</li> <li>if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;</li> <li>copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-IV;</li> <li>copy of Memorandum and Articles of Association, if the Applicant / Bidder is a body corporate, and if a partnership then a copy of its partnership deed;</li> <li>copies of Applicant / Bidder's duly audited balance sheet and profit and loss account for the preceding five years;</li> <li>Bank Guarantee for Bid Security in the prescribed format (Appendix – V)</li> <li>A copy of the Concession Agreement with each page initialled by the Bid signatory in pursuance of the Power of Attorney</li> </ol>



S.No	Key Information	Details
30.	<b>Part - II: Technical Proposal</b>	<ol style="list-style-type: none"> <li>1. Letter Comprising Technical Proposal in the prescribed format (Appendix-VI)</li> <li>2. Project Concept Note;</li> <li>3. Proposed Development Plan including Project Components and area statement;</li> <li>4. Preliminary Master Plan and building plans;</li> <li>5. Conceptual perspective;</li> <li>6. Proposed phasing, if any proposed;</li> <li>7. Indicative Investment Plan;</li> <li>8. Indicative Revenue plan;</li> <li>9. Preliminary Business Plan alongwith Financial analysis including sensitivity analysis;</li> <li>10. Working model in .xls file format for Preliminary Business Plan alongwith Financial analysis including sensitivity analysis;</li> <li>11. Minimum Development Obligations considered in the design;</li> <li>12. Adoption of Green Building concept.</li> </ol>
31.	<b>Part - III: Financial Bid</b>	Price Bid in the prescribed format of RFP (Appendix VII)
32.	<b>Bid Validity</b>	240 days from the date of Bid submission
33.	<b>Bid Security</b>	<p>The Bid Security shall be <b>Interest Free for an amount of INR 9,35,00,000/- (Indian Rupees Nine Crore and Thirty Five lakhs)</b> (hereinafter referred to as “<b>Bid Security</b>”).</p> <p>The Bid Security shall be furnished as per the following:</p> <ol style="list-style-type: none"> <li>(i) Part payment of <b>INR 5,00,000/- (Indian Rupees Five Lakh)</b> of the Bid Security as e-payment as per the e-payment modes explained in this RFP.</li> <li>(ii) The balance amount of <b>INR 9,30,00,000/- (Indian</b></li> </ol>

S.No	Key Information	Details
		<p><b>Rupees Nine Crore and Thirty lakhs</b>) in the form of:</p> <p>a) An irrevocable &amp; unconditional <b>Bank Guarantee (“BG”)</b> from a Scheduled Bank in India (having its operational branch at Bengaluru and having a net worth of at least INR 1000 Crore), in favour of the Authority as per the format at <b>Part VII Appendix–V</b> (the <b>“Bank Guarantee”</b>) and having a validity period of not less than 240 days from the Bid Due Date, as may be extended by the Applicant / Bidder from time to time [In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised 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].</p> <p><b>OR</b></p> <p>b) A <b>Demand Draft / Pay Order</b> issued by a Scheduled Bank in India, drawn in favour of the Authority (<b>“Managing Director, KSIIDC”</b>) and payable at Bengaluru (the <b>“Demand Draft”</b> or <b>“DD”</b>)</p> <p>The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.</p> <p>Any Bid / document not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.</p> <p>The Bid Security shall be valid for 240 days from the Bid submission date, inclusive of a claim period of 60 (sixty) days</p>
<b>Bid Evaluation</b>		
34.	<b>BID PARAMETER</b>	<p><b>HIGHEST ONE TIME PREMIUM or LEAST GRANT SUPPORT FOR CONSTRUCTION OF THE CONVENTION CENTRE &amp; EXHIBITION HALLS (described as Core Minimum Development Obligations or “CMDO”), (the "PREMIUM / GRANT SUPPORT")</b> to the Authority for award of the concession.</p>

S.No	Key Information	Details
		<p>The Concession Period is pre-determined, and is indicated in the draft Concession Agreement forming part of the RFP. The <b>PREMIUM / GRANT</b> shall constitute the sole criteria for evaluation of Bids.</p> <p><b>The Project shall be awarded to the Applicant / Bidder quoting the Highest One Time Premium. In the event that none of the Financial Bids received and opened have quoted the Premium, then the Project shall be awarded to the Applicant / Bidder quoting the Least Grant Support being sought.</b></p> <p>The term “<b>Highest Bidder</b>” shall mean the Applicant / Bidder who is offering the <b>Highest One Time Premium. In the event that none of the Financial Bids received have quoted the Premium, then the Highest Bidder shall be the Applicant / Bidder quoting the Least Grant Support being sought.</b></p>
35.	<b>Signing of Concession Agreement</b>	<p>Selected Bidder shall incorporate a SPV under the Companies Act, 2013 to implement the Project within 60 (sixty) days from the date of issue of LoA.</p> <p>The SPV (as Concessionaire) and the Selected Bidder (as Confirming Party to the Agreement) shall sign the Concession Agreement with the Authority within 60 (sixty) days from the date of issue of LoA</p>
<p><i>Note: Amendments/Addendum/Corrigendum, to the RFP, if any, shall not be advertised in newspapers, but shall be posted on e-procurement portal only.</i></p> <p><i>“Queries/ Request for Additional Information: RFP for Development of Bengaluru International Convention Centre on Public Private Partnership Basis”.</i></p> <p><i>In case of electronic mail, the queries shall be addressed to <a href="mailto:ed@ksiidc.com">ed@ksiidc.com</a> with copy to <a href="mailto:dgmipd3@ksiidc.com">dgmipd3@ksiidc.com</a></i></p>		
<p><b>Site visit</b>  For any assistance in respect to the site visit by the Bidders, Bidders can contact the following officer on the address given below:</p> <p align="center"><b>Mr. Y. Sreenivasappa,</b>  <b>Deputy General Manager (IPD)</b>  <b>Karnataka State Industrial &amp; Infrastructure Development Corporation Ltd.,</b>  <b>Contact no: +91-80-22259371</b>  <b>Email: <a href="mailto:dgmipd3@ksiidc.com">dgmipd3@ksiidc.com</a></b></p>		