



Request for Proposal (RFP)

**Integrated Development of No Frill Airstrip &
Provision of Airline Connectivity at
Chikkamagaluru & Shivamogga in Karnataka on
Design, Finance, Build, Operate and Transfer
(DFBOT) Framework**

**Volume – I
Instruction to Bidders**

February 2019



**Karnataka State Industrial and Infrastructure Development
Corporation Limited**

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GLOSSARY

Authority	As defined in Clause 1.1.1
Bid(s)	As defined in the Disclaimer
Bidder	As defined in Clause 1.2.1
Bidding Documents	As defined in Clause 1.1.7
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
Right	As defined in Clause 1.1.5
Project Development Agreement	As defined in Clause 1.1.2
Developer	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.1.14
DFBOT	As defined in Clause 1.1.1
Estimated Project Cost	As defined in Clause 1.1.4
Final Bid Value	As defined in Clause 3.12
Government	Government of Karnataka
Grant	As defined in Clause 1.2.7
LOA	As defined in Clause 3.9.5
Member	Member of a Consortium
PPP	Public Private Partnership
Project	As defined in Clause 1.1.1
Premium	As defined in Clause 1.2.7
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Selected Bidder	As defined in Clause 3.9.1

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

DISCLAIMER

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

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

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

The Authority, its employees or advisors or consultants make no representation or warranty and shall have no liability to any person, including any 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 during the Bidding Process.

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

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

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

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder

and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The Bidder is expected to know the relevant rules and regulations of the respective authorities concerning the site, master plan, the construction works and the proposed development.

1. INTRODUCTION

1.1. Background

1.1.1. Karnataka State Industrial and Infrastructure Development Corporation Limited (the “**Authority**”), a wholly owned undertaking of the Government of Karnataka, has been mandated by the Government of Karnataka to act as the nodal agency and to co-ordinate and implement airstrips development in Karnataka. As part of this endeavour, the Authority has decided to undertake Integrated Development of No Frill Airstrip & Provision of Airline Connectivity at 2 locations in the state (the “**Project**”) through Public-Private Partnership (the “**PPP**”) on Design, Finance, Build, Operate, and Transfer (the “**DFBOT**”) framework, and has decided to carry out the bidding process for selection of a private entity as the Bidder to whom the Project may be awarded.

Brief particulars of the Project are as follows:

Location of the Project	Estimated Project Cost (in Rs. Crores)	Land available in acres	Proposed Runway length in m
Chikkamagaluru	28.82	119	1000
Shivamogga	31.17	135	1200

Note:

- i. This RFP document is common for both the Locations. It may be noted, however, that for all intents and purposes, the Locations are independent of each other and are to be bid for separately. Separate Project Development and Implementation Agreements will be entered into between the Authority and the Successful Bidder for each Location.
 - ii. A Bidder may submit bid for one Location or both Locations provided the Bidder satisfies the Technical Capacity and Financial Capacity for each of Location separately. Bidders, who meet the requisite Technical Capacity and Financial Capacity, will be declared qualified for opening of their Financial Bid.
 - iii. The Bid submission of the Bidder shall be considered only for the Location(s), for which the Bidder has explicitly submitted its Bid.
 - v. Financial Bids for each Location shall be opened for evaluation in the descending order of the Estimated Project Cost for each Location, as indicated in the table above. In case, Bidder has submitted Financial Bid for multiple locations and based on opening sequence of Financial Bids, is evaluated as highest for two Locations, afterwards no further bids of the Bidder shall be opened for remaining Locations.
 - vi. Though this RFP document is common to all the Locations, separate bid processing fees and Earnest Money Deposit shall be paid by the Bidders for each Package
- 1.1.2. The selected Bidder, who is a company incorporated under the Companies Act, 1956/2013 or undertakes to incorporate itself as such prior to execution of the project development agreement (the “**Developer**”), shall be responsible for designing, engineering, financing, procurement, construction, operation, management and transfer of the Project under and in accordance with the provisions of a long-term project development agreement (the “**Project Development Agreement**”) to be entered into between the Developer and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.3. The scope of work will broadly include design, engineer, finance, procure, construct, manage, operation and maintenance of Airstrip. The Selected Bidder shall also ensure airline connectivity to the Airstrip as per the Agreement.

- 1.1.4. The indicative capital cost of the Project (the “**Estimated Project Cost**”) for each location is specified in Clause 1.1.1 above. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.5. The draft Project Development Agreement sets forth the detailed terms and conditions for grant of the right to the Developer, including the scope of the Developer’s services and obligations (the “**Right**”) enclosed as Volume II of this document.
- 1.1.6. The statements and explanations contained in this RFP are intended to provide a better 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 Developer set forth in the Project Development Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the Right to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Authority.
- 1.1.7. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the “**Bidding Documents**”) as modified, altered, amended and clarified from time to time by the Authority, and all Bids, and all Bids shall be prepared and submitted in accordance with such terms.

1.2. Brief description of Bidding Process

- 1.2.1. The Authority invites bidders (“**Bidder**”) to submit their Bids for the Project electronically in the unified e-procurement platform of the Government of Karnataka www.eproc.karnataka.gov.in (hereinafter referred to as “**E-Procurement Website**”) in accordance with the terms of this RFP. The Authority 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. The Bidders are requested to submit their Bids in accordance with the Bidding Documents. The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the date specified in Clause 1.3 for submission of Bids (the “**Bid Due Date**”).
- 1.2.3. The Bidding Documents include Instruction to Bidders and the draft Project Development Agreement. The Bidding Documents and any Addendum 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. Bidder is required to deposit, along with its Bid, a bid security equivalent to 0.2% of the Estimated Project Cost with respect to each Location as specified in Clause 1.1.1 (the “**Bid Security**”), refundable not later than 60 (sixty) days from the Bid Due Date except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Project Development Agreement.

The Bidder shall furnish part Bid Security of Rs. 1,00,000/- (Rupees One lakh only) through E-Procurement Website through any one of the following e-Payment options only.

Online payments:

1. Credit Card
2. Direct Debit
3. Internet Banking

Offline payments:

4. Remittance at the Bank Counter using Challan
5. NEFT/RTGS

Please note that payment submitted through cheque or demand draft shall not be accepted. For further details regarding e-payment, please refer to E-Procurement Website.

Remaining Bid Security shall be provided in the form of Bank Guarantee acceptable to the Authority at the time of bid submission. The validity period of the Bank Guarantee shall not be less than 180 days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

Note: The Authority shall not be held responsible in case of failure on part of the Bidder to furnish part of the Bid Security through E-Procurement Website or for rejection of Bids by E-Procurement for whatsoever reasons. No correspondence shall be entertained by the Authority in this regard.

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

- a. Documents mentioned in Clause 2.12.2 (a) – “**Qualification Submissions**”
- b. Documents mentioned in Clause 2.12.2(b) – “**Technical Bid**” and
- c. Financial offer as mentioned in Clause 2.12.2 (c) – “**Financial Bid**” for the Project should be furnished as per the format specified in Appendix V as a hard copy to the Authority at the time of opening of Financial Proposal as per Clause 1.3. The Final Bid Value arrived as per Clause 3.12 shall be furnished by the Bidder in E-Procurement Website in the slot provided for Financial Bid. The illustration for arriving at Financial Bid is provided in Appendix VIII.

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

- a. The first stage would involve a test of responsiveness of the Bids submitted by the Bidders. Those Bids found to be substantially responsive, in the sole discretion of the Authority, would be evaluated in the next stage.
- b. In the second stage, the Qualification Submissions of the Bidders relating to their eligible experience and financial capability would be evaluated as per Clause 3.3 and 3.4 of the RFP. Only those Bidders meeting the experience and financial capability criteria as set out

in the RFP shall be considered (the “**Qualified Bidders**“) for further evaluation in the next stage.

c. In the third stage, the Technical Bid from Qualified Bidders would be verified and if found to be in conformance with the Project requirements, shall be invited to make a presentation of their Technical Proposals to the Technical Evaluation Committee. Only those Qualified Bidders who score atleast cut off marks for each evaluation parameter and also score a total of atleast 70 marks out of 100 (the “**Technically Qualified Bidders**“) shall be qualified for the next stage of evaluation.

d. In the fourth stage, the Financial Bid of the Technically Qualified Bidders would be opened in the E-Procurement Website by the Authority and evaluated to identify the Selected Bidder.

1.2.7 Bids are invited for the Project comprising the (i) premium that the Bidder offers to pay to the Authority in the form of lump sum payments (the “**Premium**“) and (ii) the financial grant (the “**Grant**“) sought by the Bidder from the Authority to implement the Project. The Final Bid Value arrived in accordance with Clause 3.12 based on the Premium and Grant so submitted by the Bidder as per the format specified in Appendix V shall constitute the sole criteria for evaluation of Bids. Subject to Clause 2.16, the Project shall be awarded to the Bidder whose bid results in the highest Final Bid Value. The agreement period is pre-determined, as indicated in the draft Project Development Agreement forming part of the Bidding Documents

In this RFP, the term “**Highest Bidder**“ shall mean the Bidder who gets the highest Final Bid Value.

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

1.2.9 The Authority at its discretion, reserves the right to accept or reject any and all Bids and the decision of the Authority in this behalf shall be final and conclusive, which shall be binding on the Bidders.

1.2.10 The Bidders are invited to examine the Project in detail, and to carry out, at their cost, such studies including techno-commercial feasibility study of the Project etc. as may be required for submitting their respective Bids for award of the Right including implementation of the Project.

1.2.11 The Developer shall in consideration of its investment and services, be entitled to levy and collect a pre-determined user fee from users of the Project in accordance with the terms of the Project Development Agreement.

1.3. Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

Sl. No.	Event Description	Date
1.	Release of Tender Notification	19.02.2019
2.	Availability of Bid Documents on e-procurement Portal	25.02.2019 onwards
3.	Last date for receiving queries	08.03.2019
4.	Date of Pre-Bid Meeting	11.03.2019, 1130 hrs
5.	Authority response to queries latest by	20.03.2019
	Bid due date	26.04.2019, 1600 hrs
	Part -I Qualification Proposal	
7.	Date of opening of Proposal & Envelope-I / Qualification Proposal	29.04.2019, 1500 hrs
8.	Announcement of Qualified Bidders & shortlisted Bidders	Within 15 days of Bid Due Date
	Part -II Technical Proposal	
9.	Date of opening of Envelope-II / Technical Proposal (Technical Proposal of Qualified bidders)	On a Date to be intimated
10.	Presentation on Technical Proposals	On a Date to be intimated
11.	Announcement of shortlist of Applicants	Within 15 days from date of Opening of Technical Proposals
	Part -III Financial Proposal	
12.	Date of opening of Financial Proposal (Financial Bids of shortlisted Applicants / Bidders)	Will be intimated to qualified Bidders
13.	Letter of Award (LOA)	Within 30 days of opening of Price Bids
14.	Validity of Bids	120 days from Bid Due Date
15.	Signing of Concession Agreement	Within 60 days of award of LOA

Venue of Pre-bid meeting:

Karnataka State Industrial and Infrastructure Development Corporation Limited
 Khanija Bhavan, 4th Floor, East Wing,
 49, Race Course Road,
 Bengaluru - 560001

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 each location. A Bidder bidding individually or as a member of a Consortium (the "**Member**") 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. A. The Bidder may be a single entity or a group of entities or Members (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. The term Bidder used herein would apply to both a single entity and a Consortium.
- B. A single entity Bidder shall be company registered as per Companies Act, 1956/2013 or any other equivalent law abroad. Further, in case of a Consortium, each of the entities forming the Consortium shall be a company registered as per Companies Act, 1956/2013 or any other equivalent law abroad. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.22 below.
- C. The Bidder or at least one Member of the Consortium shall have valid Air Operator Permit from Directorate General of Civil Aviation, Government of India or an undertaking that the Air Operator Permit will be obtained within 6 (six) months from the date of signing of the Project Development Agreement.
- 2.1.3. Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Project Development Agreement for the Project shall have the meaning assigned thereto in the Project Development Agreement.
- 2.1.4. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in Project Development 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 Project Development Agreement.
- 2.1.5. The Final Bid Value should be furnished in electronic mode, which shall be filled up by the Bidder in the format made available on the E-Procurement Website clearly indicating the bid amount in both figures and words, in Indian Rupees and signed by the Bidder's authorised signatory separately for each of the Locations for which the Bids are submitted by the Bidder under this RFP Document. In the event of any difference between figures and words, the lowest of the two shall be taken into account. The Final Bid Value quoted in the E-Procurement Website shall further be specified by the Bidder in its submission to the Authority in the form of hard copy as per the format specified in Appendix V.
- 2.1.6. The Financial Bid shall consist of a Premium and/or a Grant, as the case may be, to be quoted by the Bidder. The Premium shall be payable by the Developer to the Authority and the Grant shall be payable by the Authority to the Developer, as the case may be, as per the terms and conditions of this RFP and the provisions of the Project Development Agreement.

- 2.1.7. The Bidder shall furnish a Bid Security as per Clause 1.2.4 and 2.21 and in accordance with the provisions of this RFP.
- 2.1.8. The validity period of the Bank Guarantee, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 60 (sixty) days from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and the Bidder except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Project Development Agreement.
- 2.1.9. The Bidder should submit a Power of Attorney as per the format at Appendix II, authorising the signatory of the Bid to commit the Bidder.
- 2.1.10. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix III.
- 2.1.11. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid submission liable to rejection as a non-responsive Bid submission.
- 2.1.12. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.13. The Bidding Documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.13 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders and the Authority will not return any Bid or any information provided along therewith.
- 2.1.14. A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affecting the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the draft Project Development Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest that affects the Bidding Process, if:
- (i) the Bidder, its Member or Associate (defined herein below) (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of less than 25% (twenty five) percent of the paid up and subscribed

share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 25% (twenty five) percent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause 2.1.14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity share holding on such intermediary; or

- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other; or
- (vi) such Bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.2, shall include each Member of such Consortium.

2.1.15. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case maybe, in any manner for matters related to or incidental to the Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Project Development Agreement. In the event any such adviser is engaged by the Selected Bidder or Developer, as the case may be, after issue of the LOA or execution of the Project Development Agreement for matters related or incidental

to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Project Development Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Project Development Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Developer for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such advisor is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.1.16. Deleted.

2.1.17. Any award of Right pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.18. To be eligible, a Bidder shall fulfil the following conditions of eligibility:

(A) **Technical Capacity:** For demonstrating technical capacity and experience (the "**Technical Capacity**"), the Bidder shall, over the past 5 (five) financial years preceding the Bid Due Date, have:

- (i) paid for, or received payments for, construction of Eligible Project(s); and/ or
- (ii) paid for development of Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.4.1; and/ or
- (iii) collected and appropriated revenues from Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.4.1,

Such that the sum total of the above is more than is equivalent to the 2 (two) times Estimated Project Cost of the Location (the "**Threshold Technical Capacity**").

(B) **Financial Capacity:** For demonstrating the financial capacity, the Bidders shall be required to have the minimum financial capabilities as set out below:

- (i) The Bidder shall have a minimum Net Worth (the "Financial Capacity") equivalent to 25% (twenty five percent) of the Estimated Project Cost of the Location at the close of the preceding financial year and,
- (ii) The Bidder/Lead Member, in case of consortium shall have a minimum Average Turnover equivalent to the Estimated Project Cost of the Location during the last 3 (Three) financial years immediately preceding the Bid Due Date

In case of a Consortium, the combined Technical Capacity and net worth of those Members, who have and shall continue to have an equity share of at least 26% 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 operation of the Project, hold equity share capital not less than: (1) 26% (twenty six percent) of the subscribed and paid up equity of the SPV; and (ii) 5% (five percent) of the Total Project Cost specified in the Project Development

Agreement. In case of a Consortium, minimum Average Turnover criteria of only Lead Member of such Joint Venture shall be evaluated for the purpose of eligibility under Financial Capacity.

Note : In case Bidder is bidding for both the Locations, cumulative of Technical and Financial Capacity for total number of Locations should be demonstrated.

- 2.1.19. **O&M Experience:** In the event that the Bidder does not have the requisite O&M experience, it shall either enter into an agreement, for a period of 5 (five) years from Airstrip Opening Date (as defined in the Project Development Agreement), with an entity having the aforesaid experience relating to the performance of O&M obligations, or engage experienced and qualified personnel for discharging its O&M obligations in accordance with the provisions of the Project Development Agreement, failing which the Project Development Agreement shall be liable to termination].
- 2.1.20. The Bidders shall enclose with its Bids, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:
- (i) Certificate(s) from its statutory auditors of the Bidders or its Associates or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 5 (five) years in respect of the projects specified in paragraph 2.1.18 (A) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
 - (ii) certificate(s) from its statutory auditors of the Bidder or its Associates specifying the Net Worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 2.1.20 (ii). For the purposes of this RFP, net worth (the “**Net Worth**”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders. Also certificate(s) from its statutory auditors of the lead member certifying the Turnover of the Firm as per the clause 2.1.18 (B) (ii) shall be submitted in the form Annex III of Appendix I.
- 2.1.21. The Bidder should submit a Power of Attorney as per the format at Appendix-II, authorising the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-III.
- 2.1.22. Where the Bidder is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013 (the “**SPV**”), to execute the Project Development Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:
- (a) Number of members in a consortium shall not exceed 4 (four) members in the order of their equity contribution;

- (b) Subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each member of the Consortium;
- (c) members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 26% (twenty six percent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;
- (d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- (e) an individual Bidder cannot at the same time be member of a Consortium applying for qualification. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for qualification;
- (f) the members of a Consortium shall form an appropriate SPV to execute the Project if awarded to the Consortium;
- (g) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the “**Jt. Bidding Agreement**”), for the purpose of submitting a Bid. The Jt. Bidding Agreement shall, inter alia:
 - (i) convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Project Development Agreement and subsequently perform all the obligations of the Developer in terms of the Project Development Agreement, in case the Right to undertake the Project is awarded to the Consortium;
 - (ii) clearly outline the proposed roles and responsibilities, if any, of each member;
 - (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; and (ii) 5% (five percent) of the Total Project Cost specified in the Project Development Agreement;
 - (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 Airstrip Opening 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 Developer in relation to

the Project until the Airstrip Opening Date of the Project is achieved in accordance with the Project Development Agreement; and

(Note: A copy of the Jt. 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 & Locations for which the Bid is being submitted and should fulfil the above requirements, failing which the Bid shall be considered non-responsive).

(h) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

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

2.1.24. A Bidder/Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.1.24 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any wilful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

2.1.25. In computing the Technical Capacity and Financial Capacity of the Bidder/ Consortium Members, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "**Associate**"). As used in this definition, the expression "**control**" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

For the purposes of clarity, merely having common directors does not deem a company as an Associate for the purpose of this definition.

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

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
- (c) Bidders should demonstrate their capacities in accordance with Clause 3.3 and Clause 3.4 below; and
- (d) in case the Bidder is a Consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.

2.1.27. While qualification is open to persons from any country, the following provisions shall apply:

- (a) Where, on the date of the Bid, not less than 25% (twenty five per cent) or more of the aggregate issued, subscribed and paid up equity share capital in an Bidder or its Member is held by persons resident outside India or where an Bidder or its Member is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the date of the Bid, there is an acquisition of 25% (twenty five per cent) or more of the aggregate issued, subscribed and paid up equity share capital or control (by persons resident outside India) in or of the Bidder or its Member;

Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of the Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, Financial Year shall, for the purposes of the Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.2. Change in Ownership

2.2.1. By submitting the Bid, the Bidder agrees and acknowledges that, until the 2nd (second) anniversary of the date of commercial operation of the Project, all the Consortium Members whose Technical Capacity and Financial Capacity are considered for the purpose of qualification under this RFP, shall hold equity share capital representing not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Developer; and (ii) 5% (five per cent) of the Total Project Cost specified in the Project Development Agreement. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Project Development Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Project Development Agreement, be deemed to be a breach of the Project Development

Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.2.1 shall apply only when the Bidder is a Consortium.

The Single Business Entity and in case of Consortium, the members of the Consortium undertake that they shall hold atleast 51% (fifty one percent) of the subscribed and paid up equity of the SPV at all times until the second anniversary of the Airstrip Opening Date of the Project.

- 2.2.2. By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP, the Bidder shall 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 control occurs after signing of the Project Development Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Project Development Agreement, be deemed to be a breach of the Project Development Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Developer. In such an event, notwithstanding anything to the contrary contained in the Project Development Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Project Development Agreement or otherwise.

2.3. Number of Bids and costs thereof

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

2.4. Site visit and verification of information

Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, 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.

For any assistance in respect to the site visit by the Bidders, Bidders can contact the following officer on the address given below:

Mr. R.V. Bhuthappa,
Deputy General Manager (I/c),
Infrastructure Project Department,
Karnataka State Industrial & Infrastructure Development Corporation Ltd.,

Contact no: +91-80-22258131
Fax no: +91-80-22255740
Email: info@ksiidc.com

2.5. Acknowledgement by Bidder

2.5.1. It shall be deemed that by submitting the Bid, the Bidder has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.4 above; and
- (d) agreed to be bound by the undertakings provided by it under and in terms hereof.

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

2.6. Right to accept or reject any or all Bids

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

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

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

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

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

- 2.6.3. In case it is found during the evaluation or at any time before signing of the Project Development Agreement or after its execution and during the period of subsistence thereof, including the right thereby granted by the Authority, that one or more of the qualification conditions have not been met by 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 Developer either by issue of the LOA or entering into the Project Development Agreement, and if the Bidder has already been issued the LOA or has entered into the Project Development Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Developer, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Project Development Agreement, or otherwise.
- 2.6.4. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

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 Addendum issued in accordance with Clause 2.9.

Invitation for Qualification

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Criteria for Evaluation
- Section 4. Fraud & Corrupt Practices
- Section 5. Pre Bid Conference
- Section 6. Miscellaneous

Appendices

- I. Letter of Bid
- II. Power of Attorney for signing of Bid
- III. Power of Attorney for Lead Member of Consortium
- IV. Bank Guarantee for Bid Security
- V. Financial Bid
- VI. Joint Bidding Agreement for Consortium
- VII. Technical Bid
- VIII. Illustration work sheet

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

2.8. Clarifications

2.8.1. Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause. 2.12.5. They should send in their queries before the Bid Due Date as specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Bid Due Date. The responses will be published in E-Procurement website without identifying the source of the queries.

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

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

2.9. Amendment of Bidding Document

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

2.9.2. Any Addendum thus issued will be published in E-Procurement website and the published details will 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, the Authority may, in its sole discretion, extend the Bid Due Date. Information about extension of the Bid Due Date will be published in the E-Procurement website.

C. PREPARATION AND SUBMISSION OF BID

2.10. Language

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

2.11. Format and signing of Bid

2.11.1. The Bidder shall provide all the information sought under this RFP in electronic mode except for such documents where it was specifically requested to be provided in hard copy as well. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

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

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

2.12. Sealing and Marking of Bids

2.12.1. The Bidder shall submit the Bids in the manner specified in Clause 2.12.2.

2.12.2. The Bidder shall submit following documents in the electronic mode using their digital signatures in the correct slots in E-Procurement website on or before the Bid Due Date. The documents accompanying the Bid submission shall include:

(a) **“Qualification Submission”**, consisting of the following:

- (i) Scanned copy of Letter of Bid in the prescribed format Appendix-I along with Annexes and supporting documents;
- (ii) Scanned copy of Power of Attorney for signing the Bid as per the format at Appendix-II;
- (iii) if applicable, scanned copy of the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;
- (iv) Scanned copy of Bid security as Bank Guarantee in the prescribed format (Appendix IV);
- (v) Scanned copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and in case of the Partnership firm, the partnership firm should furnish partnership deed;
- (vi) Scanned copies of Bidder’s or each Consortium Member’s duly audited annual reports and profit and loss account for the preceding five years; and
- (vii) Scanned copies of Bidder’s duly audited balance sheet and profit and loss account for the preceding five years; and
- (viii) Scanned copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-IV;
- (ix) Supporting document for having valid Air Operator Permit from Directorate General of Civil Aviation, Government of India.

(b) **“Technical Bid”**, consisting the following:

- (i) Scanned copy of proposed plan for undertaking the Project

- (ii) Scanned copy of Power Point Presentation on the parameters set out in Appendix to this RFP
- (iii) Scanned copy of supporting Documents

(c) “Financial Bid”,

The Financial Bid Value of the Bidder shall be specified through E-Procurement Website in the slot provided for Financial Bid only. The bidder shall be required to upload separate financial bid for each Locations in the slot provided for Financial bid in the e-procurement website. The Technically Qualified Bidders, as per the Clause 3.8.3, shall be notified by the Authority the Date of opening of Financial Proposals, as per Clause 1.3. Such Technically Qualified Bidders shall have to submit a hard copy of the Financial Bid in the format as specified in Appendix V to the Authority at the time of opening of financial proposals. Any Financial Bid received in part or in complete form in the slot other than the slot provided for submission of Financial Bid shall be considered as a non-responsive Bid and would be rejected.

2.1.2.3. All the documents of the Bid submitted in electronic mode under the RFP shall be uploaded on E-Procurement Website www.eproc.karnataka.gov.in using digital signature. The Final Bid Value, which shall be calculated by the Bidder as per the illustration provided in Appendix VIII, shall be quoted by all the Bidders in E-Procurement Website. Further, the Technically Qualified Bidders shall submit a hard copy of their financial offer for the Project as per the format specified in Appendix V to the Authority at the time of opening of the financial proposals as per Clause 1.3. The Financial Bid shall be submitted on the letter head of the Bidder and signed by the authorised signatory. Technically Qualified Bidders who do not provide the hard copy of Financial Bid in the format specified in Appendix V at the time of opening of the financial proposals shall not be considered for evaluation of Financial Bid.

2.1.2.4. The original bank guarantee, part of Bid Security shall be submitted in physical mode, in the manner set out herein and submit at the address provided in Clause 2.1.2.5 within 2 (two) days after the Bid Due Date.

The original bank guarantee, part of the Bid Security, shall be placed in separate envelope which shall be sealed and marked as **“Original Bid Security”**. This envelope shall clearly bear the following identification:

**‘Bid for Qualification: Integrated Development of No Frill Airstrip at Chikkamagalur/
Shivamogga¹ in Karnataka on Design, Finance, Build, Operate, and Transfer (DFBOT)
Framework’.**

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

¹ Mention only relevant location in the Bank Guarantee

2.12.5. Each of the envelopes shall be addressed to:

DESIGNATION: Managing Director
ADDRESS Karnataka State Industrial and Infrastructure Development Corporation Limited
Khanija Bhavan, 4th Floor, East Wing,
49, Race Course Road,
Bengaluru – 560 001
TEL No: 080-22269495

Note:

Bidders are requested to take note of the following steps for submission of Financial Proposal on the e-procurement portal

- 1. Enter their Financial Quote in the slots provided in the Financial Proposal module of the e-procurement portal.**
- 2. The hard copies of all qualification, technical and financial proposal as per the formats to be submitted in three separate covers super scribing accordingly, which may be submitted on the date of opening the qualification bid.**

2.12.6. If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

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

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

2.13. Bid Due Date

2.13.1. Bid should be submitted in electronic mode in the E-Procurement website before 1100 hours IST on the Bid Due Date.

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

2.14. Late Bids

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

2.15. Contents of the Bid

2.15.1. The Bid submission shall be made in the manner as set out in Clause 2.12. The Financial Bid shall consist of a Grant and Premium, to be quoted by the Bidder. The Bidder shall specify (in Indian Rupees) the Grant and Premium, required by him or offered by him, as the case may

be, to undertake the Project in accordance with this RFP and the provisions of the Project Development Agreement. The Project will be awarded to the Highest Bidder.

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

2.15.3. The proposed Project Development Agreement shall be deemed to be part of the Bid.

2.16. Withdrawal of Bids

2.16.1. The Bidder may withdraw its Bid after submission of the Bids electronically prior to Bid Due Date. No Bid shall be withdrawn by the Bidder on or after the Bid Due Date.

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

2.16.3. No Bid may be withdrawn during the period after Bid Due Date and during Bid Validity Period. Withdrawal of Bid during this period shall result in forfeiture of its Bid Security, pursuant to Clause 2.21.6.

2.17. Rejection of Bids

2.17.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to 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 annulments, and without assigning any reason thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

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

2.18. Validity of Bids

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.19. 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 adviser advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.20. Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.21. Bid Security

- 2.21.1. The part of the Bid Security to be submitted in the form of a bank guarantee referred in Clause 1.2.4 hereinabove shall be issued by a nationalized bank, or a Scheduled Bank in India, in favour of Karnataka State Industrial and Infrastructure Development Corporation Limited in the format at Appendix IV (the “**Bank Guarantee**”) and having a validity period of not less than 180 (One hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder 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.
- 2.21.2. Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.21.3. Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 2.21.4. Save as provided in Clause 1.2.4, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority and in any case within 60 (sixty) days from the Bid Due Date.
- 2.21.5. The Selected Bidder’s Bid Security will be returned, without any interest, upon the Developer signing the Project Development Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder’s option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Project Development Agreement.
- 2.21.6. The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.21.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.21.7. The Bid Security shall be forfeited and appropriated by the Authority as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, if,
 - a) a Bidder submits a non-responsive Bid;
 - b) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice,

- c) undesirable practice or restrictive practice as specified in Section 4 of this RFP;
a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidders from time to time;
- d) the Selected Bidder, fails within the specified time limit -
 - i) to sign the Project Development Agreement and/or
 - ii) to furnish the Performance Security within the period prescribed therefore in the Project Development Agreement; or
- e) In case the Selected Bidder, having signed the Project Development Agreement, commits any breach thereof prior to furnishing the Performance Security.

3. EVALUATION PROCESS

3.1. Opening and Evaluation of Bids

3.1.1. The Authority shall open the Bids at the time specified in Clause 1.3, at the place specified below and in the presence of the Bidders who choose to attend.

Karnataka State Industrial and Infrastructure Development Corporation Limited

Khaniya Bhavan, 4th Floor, East Wing,
49, Race Course Road,
Bengaluru – 560001

3.1.2. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in Section 3.

3.1.3. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.1.4. To assist in the examination, evaluation and comparison of Bids, the Authority may utilize the services of consultant(s) or advisor(s).

3.2. Tests of responsiveness

3.2.1. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

- (a) it is received as per format at Appendix-I and its Annexes.
- (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 3.13.1;
- (c) It is submitted through E-Procurement website in the manner specified in Clause 2.12.2;
- (d) it is accompanied by valid Bid Security;
- (e) it is accompanied by the Power(s) of Attorney as specified in Clause 2.1.21 and in case of a Consortium, the Power of Attorney as specified in Clause 2.1.22 (c);
- (f) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- (g) it contains certificates from its statutory auditors² in the formats specified at Appendix-I of the RFP for each Eligible Project;
- (h) it contains documentary avoidance for valid Air operating permit form Directorate General of Civil Aviation, Government of India
- (i) it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project and each location, as stipulated in Clause 2.1.22 (g);
- (j) it does not contain any condition or qualification; and
- (k) it is not non-responsive in terms hereof.

² In case duly certified audited financial statement containing the requisite details are provided, a separate certificate by statutory auditors would not be necessary in respect of Clause 3.2.1 (g). In jurisdiction that do not have statutory auditor, the firm of auditors which audits the annual account of the Bidder may provide the certificates required under this RFP.

3.2.2. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

3.3. Evaluation Parameters

3.3.1. Only those Bidders who meet the eligibility criteria specified in Clauses 2.1.18 and 2.1.19 above shall qualify for evaluation under this Section 3. Bids of firms/ consortia who do not meet these criteria shall be rejected.

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

- (a) Technical & Financial Capacity and
- (b) Technical Bid

3.3.3 Deleted.

3.3.4 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

3.3.5 The Authority reserves the right not to proceed with the Bidding Process / evaluation process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

3.3.6 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from computation for evaluation of the Bidder.

3.4. Technical Capacity for purposes of evaluation

3.4.1. Subject to the provisions of Clause 2.1.2, the following categories of experience would qualify as Technical Capacity and eligible experience (the "**Eligible Experience**") in relation to eligible projects as stipulated in Clauses 3.4.3 and 3.4.4 (the "**Eligible Projects**"):

- Category 1: Project experience on Eligible Projects in airport sector that qualify under Clause 3.4.3
- Category 2: Project experience on Eligible Projects in core sector that qualify under Clause 3.4.3
- Category 3: Construction and/or operation experience on Eligible Projects in airport sector that qualify under Clause 3.4.4
- Category 4: Construction experience on Eligible Projects in core sector that qualify under Clause 3.4.4

For the purpose of this RFP:

- (i) Airport sector would be deemed to include airports; and
- (ii) Core sector would be deemed to include power, telecom, highways, ports, railways, metro rail, industrial parks/estates, logistic parks, irrigation, water supply, sewerage and real estate development³.

3.4.2. Eligible Experience in respect of each category shall be measured only for Eligible Projects.

3.4.3. For a project to qualify as an Eligible Project under Categories 1 and 2:

- (a) It should have been undertaken as 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;
- (b) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% equity during the period for which Eligible Experience is being claimed;
- (c) the capital cost of the project should be more than Rs 3.5 Crore (Rupees three core fifty lakhs Only); and
- (d) the entity claiming experience shall, during the past 5 (five) financial years preceding the Bid Due Date, have (i) paid for development of the project excluding the cost of land, and/ or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets, such as revenues from highways, airports, ports and railway infrastructure, but shall not include revenues from sale or provision of goods or services such as electricity, gas, petroleum products, telecommunications or fare/freight revenues and other incomes of the company owning the Project.

3.4.4. For a project to qualify as an Eligible Project under Categories 3, the Bidder should have paid for execution of its construction works and/ or operation works or 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. For a project to qualify as an Eligible Project under Categories 4, the Bidder should have paid for execution of its construction works or 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. However, payments/receipts of less than Rs 3.5 Crore (Rupees three core fifty lakhs Only) 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 turn-key construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.

³ Real estate development shall not include residential flats unless they form part of a real estate complex or township which has been built by the Bidder.

3.4.5. The Bidder shall quote experience in respect of a particular Eligible Project under any one category only, even though the Bidder (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

3.4.6. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

3.5. Details of Experience

3.5.1. The Bidder should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Bid Due date.

3.5.2. The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.

3.5.3. The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-I.

3.6. Financial information for purposes of evaluation

3.6.1. The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 5 (five) financial years, preceding the year in which the Bid is made.

3.6.2. In case the annual accounts for the latest financial year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.

3.6.3. The Bidder must establish a minimum Financial Capacity as specified in Clause 2.1.18 (B), and provide details as per format at Annex-III of Appendix-I.

3.7. Qualified Bidders

Bidders meeting the Eligible Experience and Financial Capacity shall be declared as qualified bidders (“**Qualified Bidders**”). The Technical Bids of only the Qualified Bidders shall be considered for further evaluation.

3.8. Evaluation of Technical Bid

- 3.8.1. The Technical Bid of the Qualified Bidders would be evaluated by Technical Evaluation Committee⁴ as per the Technical Evaluation Criteria set out in Appendix VII.
- 3.8.2. The Technical Evaluation Committee shall invite the Qualified Bidders to make a power point presentation on the Technical Bid.
- 3.8.3. The Technical Bid of the Qualified Bidders
- a. which are found to meet the requirements of the Project would be awarded atleast minimum cut off marks by the Technical Evaluation Committee provided as set out in Annexure VII of this RFP; and
 - b. which has been awarded a total of atleast 70 marks out of 100.
- shall be qualified for opening of the Financial Bid ("**Technically Qualified Bidders**").
- 3.8.4. The Financial Bid of the Bidders who do not qualify in the evaluation of Technical Bid would not be opened.

3.9. Evaluation of Financial Bid

- 3.9.1. Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and Technically Qualified Bidders, who gets the highest Final Bid Value as per Clause 3.12 shall be declared as the selected Bidder (the "**Selected Bidder**"). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 3.9.2. In the event that two or more Bidders get same Final Bid Value (the "**Tie Bidders**"), the bidder who has quoted the lowest Grant shall be identified as Selected Bidder. In a situation, where the Grant quoted is also equal among the Tie Bidders, then, the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.9.3. 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.
- 3.9.4. In the event that no Bidder offers to match the Highest Bidder in the Second round of Bidding as specified in Clause 3.9.3, the Authority may, in its discretion, invite fresh Bids (the "**Third**

⁴ An expert committee constituted by the Authority

round of Bidding") from all Bidders except the Highest Bidder of the First round of Bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the Third round of Bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such Third round of Bidding only such Bids shall be eligible for consideration which are higher than the Bid of the Second highest Bidder in the First round of Bidding.

- 3.9.5. After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.9.6. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Developer to execute the Project Development Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Project Development Agreement.

3.10. Contacts during Bid Evaluation

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

3.11. Bid Parameter

- 3.11.1. The Financial Bid shall comprise a Premium, Grant and Final Bid Value to be quoted by the Bidder in accordance with this RFP. The Bidder shall submit Final Bid Value in the E-Procurement Website in the slot provided under Financial Bid separately for each Location. Further, in its hard copy submission to the Authority as per Clause 2.12, the Technically Qualified Bidders shall submit Financial Bid as per the format specified in Appendix V quoting the Grant, Premium and Final Bid Value in accordance with the provisions of Clause 3.11.2 and 3.12.
- 3.11.2. (a) A Bidder shall offer the Premium in the form of lumpsum payment commencing from the second anniversary of the Effective Date as defined in the Project Development Agreement. The Premium shall be escalated by 1% during each subsequent year, in accordance with the provisions of Clause 3.2 of the Project Development Agreement.
- (b) A Bidder may seek the Grant in the form of lumpsum amount, which in no case shall be greater than the Estimated Project Cost for each Location. Grant shall be paid in the manner provided in Clause 3.3 of Project Development Agreement.

3.12. Computation of Bid

The Premium payable as per clause 3.11.2, by the bidder for each year shall be discounted upto the Bid Opening Date, by applying the discount factors (discount rate 8%). The Grant value sought by the Bidder shall be deducted from the aggregate discounted premium so derived above to arrive at the Final Bid Value ("**Final Bid Value**"). The methodology of computation of Final Bid Value is explained in the example provided in Appendix VIII.

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 Project Development Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Project Development Agreement, the Authority may reject a Bid withdraw the LOA, or terminate the Project Development Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Developer, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Project Development Agreement, or otherwise.
- 4.2. Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Project Development Agreement, or otherwise if a Bidder or Developer, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Project Development Agreement, such Bidder or Developer shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Developer, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3. For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Project Development Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.15, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Project Development Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Project Development Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

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

5. PRE-BID CONFERENCE

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

6. MISCELLANEOUS

- 6.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bangalore shall have sole and exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - (d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, directors, consultants, 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 and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4. The Bidder shall indemnify the Authority and its employees, directors, consultants, agents and advisers and hold such persons harmless from and against any and all actions, causes of action, claims, suits, damages, counterclaims, penalties, losses, expenses (including reasonable attorney's fees and court costs) and liabilities of any kind which the Authority or its employees, directors, consultants, agents and advisers may suffer howsoever arising as a direct or indirect result of any act or omission of the Bidder and/or its employees, directors, consultants, agents and advisers, undertaken pursuant to this Bid.

APPENDIX I. Letter Comprising the Bid
(Refer Clause 2.12.2 & 2.7)

Dated:

To,
Managing Director
Karnataka State Industrial and Infrastructure Development Corporation Limited
Khanija Bhavan, 4th Floor, East Wing,
49, Race Course Road,
Bangalore - 560001

Dear Sir,

Sub: Bid for Integrated Development of No Frill Airstrip at _____ [Location to be specified] on Design, Finance, Build, Operate, and Transfer (DFBOT) Framework

1. With reference to your RFP document dated *****, I/we, having examined the Bidding Document and understood its contents, hereby submit my/our Bid for the aforesaid project.. The Bid is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Bids and the documents accompanying such Bids for the aforesaid Project, and we certify that all information provided in the Bid and in Annexes I to VI is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Developer for the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members⁵ or our/their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:

[§] All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder.

⁵ If the Bidder is not a Consortium, the provisions applicable to Consortium may be omitted.

- (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - (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; and
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.17 of the RFP document.
9. I/ We believe that we/ our Consortium satisfy(ies) the Financial Capacity criteria and meet all the requirements as specified in the RFP document.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting the Bid for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we or any Member of the Consortium or any of our/their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us/any Member of the Consortium or against our/ their Associates or against our CEO or any of our Directors/ Managers/ employees.
14. I/We further certify that we/any Member of the Consortium or any of our/their Associates are not barred by the [Central Government/State Government] or any entity controlled by it, from participating in any project (BOT or otherwise), and no bar subsists as on the Bid Due Date.

15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
16. I/We acknowledge and undertake that our Consortium if qualified on the basis of Technical Capacity and Financial Capacity of those of its Members who 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 per cent) of the subscribed and paid-up equity of the Developer; and (ii) 5% (five per cent) of the Total Project Cost specified in the Project Development Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Project Development Agreement in respect of Change in Ownership.
17. The Statement of Legal Capacity as per format provided at Annex-VII in Appendix-I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of Bid and the power of attorney for Lead Member of consortium, as per format provided at Appendix II and III respectively of the RFP, are also enclosed.
18. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or shall incorporate itself as such prior to execution of the Project Development Agreement.
19. I/ We hereby confirm that we are in compliance of/ shall comply with the O&M requirements specified in Clause 2.1.19.
20. I/ We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
21. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Project Development 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.
22. I/ We have studied all the Bidding Documents carefully and also surveyed the project and the traffic. We understand that except to the extent as expressly set forth in the Project Development Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Right.
23. The Premium/Grant has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Project Development Agreement, our own estimates of costs and traffic and after a careful assessment of the site and all the conditions that may affect the Project Cost and implementation of the Project.
24. I/ We offer a Bid Security to the Authority in accordance with the RFP Document.

25. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Developer under the Project Development Agreement till occurrence of Financial Close in accordance with the Project Development Agreement.
26. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Right is not awarded to me/us or our Bid is not opened or rejected.
27. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
28. I/We agree and undertake to abide by all the terms and conditions of the RFP document.
29. I/ We herby confirm that we are in compliance of the requirements specified in Clause 2.1.2 (C).

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

Yours faithfully,

Date: (Signature of the Authorised Signatory)

Place: (Name and designation of the Authorised Signatory)

Name and seal of the Bidder/ Lead Member

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary to reflect Bidder-specific particulars.

ANNEX-I
Details of Bidder

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in [this/ these Project]:

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

4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.1.22 (g) should be attached to the Bid.
 - (c) Information regarding role of each Member should be provided as per table below:

S No.	Name of Member	Role* {Refer Clause 2.1.22 (d)} [§]	Percentage of equity in the Consortium {Refer Clauses 2.1.22 (a) & (c) and (g)}
1.			
2.			
3.			
4.			

- * The role of each Member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at Annex-IV.
- (d) The following information shall also be provided for each Member of the Consortium:

[§] All provisions contained in curly parenthesis shall be suitably modified by the Bidder to reflect the particulars relating to such Bidder

Name of Bidder/ member of Consortium:

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

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

Appendix I Annex-II
Technical Capacity of the Bidder @
 (Refer to Clauses 2.1.18 (A), 3.4 and 3.5 of the RFP)

Bidder type #	Member Code*	Project Code**	Cate-gory\$	Experience¥ (Equivalent Rs. crore)\$		
				Payments made/ received for construction of Eligible Projects in Categories 3 and 4	Payments made for development of Eligible Projects in Categories 1 and 2	Revenues appropriated from Eligible Projects in Categories 1 and 2
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Single entity Bidder		a				
		b				
		c				
		d				
Consortium Member 1		1a				
		1b				
		1c				
		1d				
Consortium Member 2		2a				
		2b				
		2c				
		2d				
Consortium Member 3		3a				
		3b				
		3c				
		3d				
Consortium Member 4		4a				
		4b				
		4c				
		4d				

Appendix I Annex-II

@ Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.1.255 and/ or by a project company eligible under Clause 3.4.3 (b). In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 3.4.3 (c) and for Categories 3 and 4, include only those projects where the payments made/received exceed the amount specified in Clause 3.4.4. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 10 (ten) years preceding its latest financial year.

A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the bidder with such Associate, in terms of Clause 2.1.255, shall be provided.

***** Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member. indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, OM means Other Member.

******Refer Annex-IV of this Appendix-I. Add more rows if necessary.

\$ Refer Clause 3.4.1.

¥ In the case of Categories 3 and 4, construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project.

\$\$ For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 60 (sixty) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

ANNEX- III
Financial Capacity of the Bidder
 (Refer to Clauses 2.1.18 (B))

(In Rs. crore\$\$)

Bidder type \$	Member Code£	Net Worth€	Turnover
		Year 1	
Single entity Bidder / Lead Member			
Consortium Member 1			NA
Consortium Member 2			NA
Consortium Member 3			NA
Consortium Member 4			NA
TOTAL			

Name & address of Bidder's Bankers:

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

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

€The Bidder should provide details of its own Financial Capability or of an Associate specified in Clause 2.1.25.

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

NA Not Applicable

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (five) years preceding the Bid Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + accrued liabilities).
3. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the five years preceding its latest financial year.
4. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.1.22 (g) of the RFP document.
5. The Bidder shall also provide the name and address of the Bankers to the Bidder.
6. The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.1.20 (ii) of the RFP document.
7. In case of Consortium, Turnover Criteria is only to be met by Lead member.

Annex-IV
Details of Eligible Projects
(Refer to Clauses 2.1.18 (A), 3.4 and 3.5 of the RFP)

Project Code:

Member Code:

Item (1)	Refer Instruction (2)	Particulars of the Project (3)
Title & nature of the project		
Category	5	
Year-wise (a) payments received/ made for construction, (b) payments made for development of PPP projects and/ or (c) revenues appropriated	6	
Entity for which the project was constructed/ developed	7	
Location		
Project cost	8	
Date of commencement of project/ contract		
Date of completion/ commissioning	9	
Equity shareholding (with period during which equity was held)	10	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/No)	16	

Instructions:

1. Bidders are expected to provide information in respect of Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.4.3 and 3.4.4 of the RFP, as the case may be. Information provided in this section is intended to serve as a back up for information provided in the Bid. Bidders should also refer to the Instructions below.
2. For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium, then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. A separate sheet should be filled for each Eligible Project.
4. Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Bidder or its Member, write 'Associate' along with Member Code.
5. Refer to Clause 3.4.1 of the RFP for category number.
6. The total payments received/ made and/or revenues appropriated for each Eligible Project are to be stated in Annex-II of this Appendix-I. The figures to be provided here should indicate the break-up for the past 5 (five) financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (In case the Bid Due Date falls within three months of the close of the latest financial year, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 10 (ten) years preceding its latest financial year.). For Categories 1 and 2, expenditure on development of the project and/or revenues appropriated, as the case may be, should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 3.4.3 (c). In case of Categories 3 and 4, payments made/ received only in respect of

- construction should be provided, but only if the amount paid/received exceeds the minimum specified in Clause 3.4.4. Payment for construction works should only include capital expenditure, and should not include expenditure on repairs and maintenance.
7. In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to PPA, etc.) may be provided. In case of projects in Categories 3 and 4, similar particulars of the client need to be provided.
 8. Provide the estimated capital cost of Eligible Project. Refer to Clauses 3.4.3 and 3.4.4
 9. For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3 and 4, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
 10. For Categories 1 and 2, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.4.3).
 11. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.

12. Certificate from the client or the Bidder's statutory auditor[§] must be furnished as per format below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidders/Member/Associate may provide the requisite certification.
13. If the Bidder is claiming experience under Categories 1 & 2[£], it should provide a certificate from its statutory auditor in the format below:

<p>Certificate from the Statutory Auditor regarding PPP Projects[#]</p> <p>Based on its books of accounts and other published information authenticated by it, this is to certify that (name of the Bidder/Member/Associate)is/ was an equity shareholder in (title of the project company) and holds/ held Rs. cr. (Rupees crore) of equity (which constitutes%[€] of the total paid up and subscribed equity capital) of the project company from (date) to (date)[¥]. The project was/is likely to be commissioned on (date of commissioning of the project).</p> <p>We further certify that the total estimated capital cost of the project is Rs. cr., of which Rs. cr. of capital expenditure was incurred during the past five financial years as per year-wise details noted below:We also certify that the annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.4.1 and 3.4.3 (d) of the RFP during the past five financial years were Rs. cr. as per year-wise details noted below:</p> <p>Name of the audit firm: Seal of the audit firm: (Signature, name and designation of the Authorised Signatory) Date:</p>

14. If the Bidder is claiming experience under Category 3 & 4[§], it should provide a certificate from its statutory auditors or the client in the format given below:

<p>Certificate from the Statutory Auditor/ Client regarding construction works ^º</p> <p>Based on its books of accounts and other published information authenticated by it, this is to certify that (name of the Bidder/Member/Associate) was engaged by (title of the project company) to execute (name of project) for (nature of project)^º . The construction of the project commenced on (date) and the project was/ is likely to be commissioned on (date, if</p>

[§] In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

[£] Refer Clauses 3.4.1 and 3.4.3 of the RFP.

[#] Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary, statutory auditor means the entity that audits and certifies the annual accounts of the company.

[€] Refer instruction no.10 in this Annex IV.

[¥] In this case the project is owned by the Bidder company, this language may be suitably modified to read: "It is certified that (Name of the Bidder) constructed and/ or owned the (Name of the project) from (Date) to (Date)."

[§] Refer Clauses 3.4.1 and 3.4.4 of the RFP.

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

^º In case the Bidder owned the Eligible Project and engaged a contractor for undertaking the construction works, this language may be modified to read: "this is to certify that (Name of Bidder/Member/ Associate) held 26% or more of the paid up and subscribed share capital in the (Name of Project company) when it undertook construction of the (Name of Project) through (Name of the contractor).

any). It is certified that (name of the Bidder/ Member/ Associate) received/paid Rs. cr. (Rupees crore) by way of payment for the aforesaid construction.

We further certify that the total estimated capital cost of the project is Rs. cr., of which the Bidder/Member/Associate received/paid Rs. cr. (Rupees crore), in terms of Clauses 3.4.1 and 3.4.4 of the RFP, during the past five financial years as per year-wise details noted below:

.....

[It is further certified that the payments/ receipts indicated above are restricted to the share of the Bidder who undertook these works as a partner or a member of joint venture/ consortium.]^{ae}

Name of the audit firm:
Seal of the audit firm: (Signature, name and designation of the Authorised Signatory)
Date:

(Authorised Signatory) Name: Designation: Signature of the Authorised Signatory and date.

15. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in clause 2.2.9, the Bidder should also provide a certificate in the format below:

<p>Certificate from Statutory Auditor/ Company Secretary regarding Associate^b</p> <p>Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of (name of the Associate) is held, directly or indirectly^f, by (name of Bidder/ Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.1.25 of the RFP.</p> <p>A brief description of the said equity held, directly or indirectly, is given below:</p> <p>{Describe the share-holding of the Bidder/ Consortium Member and the Associate. In the event the Associate is under common control with the Bidder/Consortium Member, the relationship may be suitably described and similarly certified herein}</p>

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

^b In the event that the Bidder / Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

^f In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of "control" is not broken.

Name of the audit firm:

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

16. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate.

ANNEX-V

Statement of Legal Capacity

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

Ref. Date:

To,

Managing Director
Karnataka State Industrial and Infrastructure Development Corporation Limited
Khaniya Bhavan, 4th Floor, East Wing,
49, Race Course Road,
Bangalore - 560001

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the signatory)

*Please strike out whichever is not applicable.

APENDIX II Power of Attorney for signing of Bid
(Refer Clause 2.1.21)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for pre-qualification and submission of our bid for the Development of Integrated Development of No Frill Airstrip at Chikkamagaluru on Design, Finance, Build, Operate, and Transfer (DFBOT) Framework proposed or being developed by the Karnataka State Industrial and Infrastructure Development Corporation Limited (the "Authority") including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in Bidder's and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Project Development Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Project Development Agreement with the Authority.

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2.....

For

(Signature)

(Name, Title and Address)

Witnesses:

(Notarised)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

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

APPENDIX III.

Power of Attorney for Lead Member of Consortium

(Refer Clause 2.1.22 (c))

Whereas the _____ (“**Authority**”) has invited Bids from interested parties for ***** (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 (RFP) 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 the Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s. having our registered office at, and having our registered office at, (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Right/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 pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all Bids, 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 bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Project Agreement is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF2016

For (Signature) (Name & Title)

For (Signature)

..... (Name & Title)

For (Signature)

..... (Name & Title)

Witnesses:

.....

(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.

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

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

APPENDIX IV

Bank Guarantee for Bid Security

(Refer Clauses 2.1.7 and 2.21.1)

B.G. No.

Dated:

- 1 In consideration of you, Karnataka State Industrial and Infrastructure Development Corporation Limited , having its office at _____, (hereinafter referred to as “**Authority**”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ [a Company registered under provision of the Companies Act, 1956/2016] 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 Integrated Development of No Frill Airstrip at Chikkamagaluru on DFOT Framework (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 Authority an amount of Rs. -----/- (Rupees ----- 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 Authority 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 Authority is disputed by the Bidder or not merely on the first demand from Authority stating that the amount claimed is due to Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. -----/- (Rupees ----- Only).
- 4 This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred eighty) days 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 Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

- 5 We, the Bank, further agree that Authority 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 Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
- 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, Authority shall be entitled to treat the Bank as the principal debtor. Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for 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 Authority, and the Bank shall not be released from its liability under these presents by any exercise by Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of Authority or any indulgence by Authority to the said Bidder or by any change in the constitution of Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- 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 Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
- 11 We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of Authority 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.

13 For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. (Rupeesonly). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [..... (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by _____ Bank

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

(Signature of the Authorized Signatory)
(Official Seal)

APPENDIX V

Financial Bid

Date:

Managing Director
Karnataka State Industrial and Infrastructure Development Corporation Limited
Khanija Bhavan, 4th Floor, East Wing,
49, Race Course Road,
Bangalore - 560001

Sir,

Sub: Integrated Development of No Frill Airstrip at Chikkamagaluru on Design, Finance, Build, Operate, and Transfer (DFBOT) Framework

We hereby submit the following bid for undertaking the aforesaid project in accordance with Bidding Document and Project Development Agreement

- (a) I/ we require a Grant of Rs. and
- (b) I/we offer a Premium of Rs.....commencing from the second anniversary of the Effective Date as defined in the Project Development Agreement.

We hereby submit that, the Final Bid Value arrived by us is Rs., which is calculated as per the illustration provided in Appendix VIII of the RFP document. We further agree that the Final Bid Value is subject to mathematical corrections by the Authority based on the Grant (a) and Premium (b) quoted by us.

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 Bidder⁷)

(Signature of Authorized Signatory)

(Name and designation of the Authorised Person)

⁷ In case of Consortium, names of all members of Consortium

Note*

The Bidder shall inter-alia take into account the following while preparing and submitting the Financial Bid:-

- (a) Bidder shall quote the Grant amount in Indian Rupee which shall not exceed the the Estimated Project Cost of each Location.
- (b) For arriving at the Final Bid Value, the Premium quoted shall be further escalated by 1% (One percent) year on year basis.
- (c) Final Bid Value shall be calculated by the Bidder in accordance with the illustration provided in Appendix VIII.
- (d) The Final Bid Value calculated by the Bidder shall be submitted through E-Procurement mode and the same shall be specified in the hard copy of Appendix V to the Authority.

Appendix VI

Joint Bidding Agreement

(Refer Clause 2.1.22 (g))

(To be executed on Stamp paper of appropriate value)

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

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the "**First Part**") which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the "**Second Part**") which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the "**Third Part**") which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

4. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the "**Fourth Part**") which expression shall, unless repugnant to the context include its successors and permitted assigns)}*

The above mentioned parties of the FIRST, SECOND, THIRD PART and FOURTH PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

WHEREAS,

- A. _____, established under the _____, represented by its

* The number of Parties will be shown here, as applicable, subject however to a maximum of 6 (six).

_____ and having its principal offices at _____] (hereinafter referred to as “the Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the “Bids”) by its Request for Proposal No. dated(the “RFP”) for pre-qualification and short-listing of bidders for _____ Project (the “Project”) through public private partnership.

- B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- C. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

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

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “SPV”) under the Indian Companies Act 2013 for entering into a Project Agreement with the Authority and for performing all its obligations as the Contractor in terms of the Project Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

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

- c) {Party of the Third Part shall be the Financial Member of the Consortium; and}
- d) {Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Project Development Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Project Development Agreement.

6. Shareholding in the SPV

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

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

6.2. The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the second anniversary of the date of commercial operation of the Project, be held by the Parties of the First, {Second and Third} Part whose experience and networth have been reckoned for the purposes of qualification and short-listing of Bidders for the Project in terms of the RFP.

6.3. The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the Airstrip Opening Date of the Project and the second anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.

6.4. The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the second anniversary of the Airstrip Opening Date of the Project.

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

7. Representation of the Parties

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

- a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, Right, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Project Development Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand

terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

FOURTH PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Appendix VII

Technical Bid

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

SI No	Parameter	Criteria for Evaluation	Scoring (maximum marks)
1.	Air strip Layout Plan	Runway – Length, design, capacity	20
		Terminal Building & Control Room– Facilities & Security	
		Passenger Amenities – Inside & Outside Terminal Building	
2.	Commercial Development	Concept Plan	25
		Facilities Proposed <ul style="list-style-type: none"> a. Aeronautical services <ul style="list-style-type: none"> i. Flying Training Institute ii. Aero-sports activity iii. Drone testing facilities etc., b. Non-aeronautical services <ul style="list-style-type: none"> i. Hotels/Resorts ii. Golf course iii. Trade centres iv. Retail operations etc., c. Other innovative services 	
3.	Business Plan	Business plan indicating the following: <ul style="list-style-type: none"> a. Aeronautical services b. Non-aeronautical services c. Other innovative services Potential users Expected Traffic Indicative cost breakup for construction of airstrip and other facilities Proposed tariff Revenue projections etc.	25
4.	Operational Plan	Operational plan indicating the following: <ul style="list-style-type: none"> Proposed Organizational structure indicative O&M cost Airline service operation plan 	20
5.	Source of funding	Funding options/arrangements for the entire project and to identify the resources for meeting the project cost	5
6.	Utility & pollution control	Requirement of water, electricity, effluent disposal system and other utilities	5
		Requirement of sewage/effluent disposal from ship and treatment for pollution control	
		Environmental management plan and suitable	

		mitigation measures	
		TOTAL	100

APPENDIX VIII
(Refer Clause 3.12)

The below is an illustration of calculation of NPV (Net Present Value) of Grant and Premium the bidder shall quote in Appendix V of the Financial Bid. The sum of NPV of Grant and NPV of Premium shall be computed for the purpose of evaluation of bids and the bidder whose financial bid results in highest NPV, among the shortlisted bidders, shall be considered as the selected bidder subject to the provisions of the Bid Documents.

Grant Quoted (in Rs. Lakhs)	350
Premium Offered (in Rs. Lakhs) from 2 nd anniversary of Effective Date	50
Escalation of Premium from 3 rd anniversary onwards (year-on-year)	1% per annum
Bid Opening Date	01-Dec-2018
Agreement Signing Date	01-Jan-2019
Effective Date	01-Jul-2019

Amount in Rs. Lakhs

Parameter	Anniversary from Effective Date																														
	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	13 th	14 th	15 th	16 th	17 th	18 th	19 th	20 th	21 st	22 nd	23 rd	24 th	25 th	26 th	27 th	28 th	29 th	30 th	
Grant	-350	0	0		0		0		0		0		0		0		0		0		0		0		0		0		0		0
Premium	0	50	51	51	52	52	53	53	54	54	55	55	56	56	57	57	58	59	59	60	60	61	62	62	63	63	64	65	65	66	

Discount Rate per annum	8%
NPV of Grant as on Bid Opening Date (Rs. Lakhs) - A	-310
NPV of Premium as on Bid Opening Date (Rs. Lakhs) - B	542
Final Bid Value in Rs. Lakhs – (A+B)	+232

Annexure – A

Project Information Memorandum