

Bid summary sheet for “Development of ‘Namma Metro’ Tower near Metro station at S.V Road, Bangalore”

Sl. No	Key Information	Details								
1.	Project Title	Development of 'Namma Metro' Towers Near Metro Station at S.V Road, Bangalore under a Design, Finance, Build, Operate and Transfer ('DFBOT') framework								
2.	Project Details	The details of the Project Site are set out in the table below. <table border="1" data-bbox="586 520 1287 705"> <thead> <tr> <th>Parameters</th> <th>Details</th> </tr> </thead> <tbody> <tr> <td>Location</td> <td>Swamy Vivekananda Road (S V Road)</td> </tr> <tr> <td>Site Area (In Acres)</td> <td>1.4</td> </tr> <tr> <td>Estimated Project Cost (Rs Crores) excluding land cost</td> <td>50.0</td> </tr> </tbody> </table>	Parameters	Details	Location	Swamy Vivekananda Road (S V Road)	Site Area (In Acres)	1.4	Estimated Project Cost (Rs Crores) excluding land cost	50.0
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Site Area (In Acres)	1.4									
Estimated Project Cost (Rs Crores) excluding land cost	50.0									
3.	Authority	Bangalore Metro Rail Corporation Limited (“BMRCL”)								
4.	Implementation Format	Public Private Partnership (PPP) Format under a Design, Finance, Build, Operate and Transfer ('DFBOT') framework								
5.	Eligible Bidders	The term Bidder used herein would be applicable to single Entity or Group of Entities (Consortium). An Entity shall mean a Company incorporated under the Companies Act 1956 only. However foreign companies would not be eligible to participate in the bidding process								
6.	Minimum Development Obligation (MDO)	MDO are the facilities that the Concessionaire has to construct, operation and maintenance over the Concession Period. The facilities that shall be developed as part of MDO are as below <ul style="list-style-type: none"> • additional parking facility, • public toilets and • connectivity to the Namma Metro Station 								
7.	Institutional Structure for Implementation	The Selected Bidder shall incorporate an appropriate Special Purpose Vehicle (the “SPV”) under the Companies Act, 1956 as such prior to execution of the Concession Agreement.								
8.	Concession Period	40 years from the Effective Date								
9.	Eligibility Criteria - Technical Capacity and Financial Capacity	Refer Annexure – 1								
10.	Qualification through Associate	The Bidder can draw upon the Technical Capacity and Financial Capacity of its Associates. For the purpose hereof, Associate means, in relation to the Bidder/Consortium member, a person who controls, is controlled by, or is under the common control with such Bidder/Consortium member. 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 percent) of the voting shares of such person.								
11.	Bid Submissions	Bidders would need to submit the following sets of documents as part of their Bid. a. Documents mentioned in Clause 2.11.2 - “Key Submissions” and								

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		<p>“Qualification Submission”</p> <p>b. Technical Proposal as mentioned in Clause 2.11.2 – “Technical Proposal”</p> <p>c. Financial Proposal as mentioned in Clause 2.11.2- “Financial Bid”</p>
12.	Envelope – 1: “Key Submission and Qualification Submission”	<p>Key Submission and Qualification Submission</p> <p>a. Copy of receipt for the payment or a non-refundable demand draft of Rs 25,000/- (Rupees Twenty Five thousand) from a Nationalised Bank or a Scheduled Bank in India in favour of Bangalore Metro Rail Corporation Limited, Bangalore towards the cost of the RFP</p> <p>b. Letter of Bid in the prescribed format Appendix - I along with Annexes and supporting documents;</p> <p>c. Power of Attorney for signing of Bid in the prescribed format (Appendix – II);</p> <p>d. If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format (Appendix – III);</p> <p>e. Bid Security as Bank Guarantee in the prescribed format (Appendix - IV) or as Demand Draft.</p> <p>f. A copy of Certificate of Incorporation and a copy of Memorandum and Articles of Association of the Bidder;</p> <p>g. Copies of Bidder’s or each Consortium Member’s duly audited annual reports and financial statements (balance sheets and profit and loss account) for the preceding 5 (five) years;</p> <p>h. If applicable, the certificate from the Statutory Auditor for Associate (format provided as Annexe IV of Appendix I);</p> <p>i. Jt. Bidding Agreement, in case of a Consortium in the format provided in “Appendix V”; and</p> <p>j. A copy of the draft Concession Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in sub-clause (c) hereinabove.</p> <p>k. Anti Collusion Certificate in the format provided in Appendix – IX.</p> <p>l. Anti Blacklisting Affidavit in the format provided in Appendix – X.</p> <p>m. Undertaking for LEED India Certification in the format provided in</p>

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		<p>Appendix- XI</p> <p>n. Technical Capacity of the Bidder provided at Annex II of Appendix – I, along with Certificate for Technical Capacity provided at Annex IV of Appendix - I issued by Statutory Auditor.</p> <p>o. Financial Capacity of the Bidder provided at Annex III of Appendix – I, along with Certificate for Financial Capacity provided at Annex IV of Appendix - I issued by Statutory Auditor.</p>
13.	Envelope – 2: “Technical Proposal”	Refer Annexure - 2.
14.	Envelope - 3 “Financial Proposal”	Financial Proposal shall be the quarterly Concession Payment payable by the Bidder and the bidders are required to quote the same. The Bidder shall also along with its financial offer submit its Financial Model and the Cash Flow & Profit/ Loss Statement for the entire Concession Period.
15.	Bid Parameter	Selected Bidder shall be the Bidder quoting the highest Concession Payment.
16.	Bid Evaluation	<p>The evaluation of the Bid submissions would be carried out in the following four stages.</p> <p>a. Stage I: First stage would involve opening and evaluation of the Key Submissions and a test of responsiveness based on the provisions of Clause 3.2 of the RFP. Those Bids found to be substantially responsive would be considered for evaluation in the second stage.</p> <p>b. Stage II: In the second stage, the evaluation of the information furnished by the Bidders relating to their eligible experience comprising Technical Capacity and Financial Capacity (“Eligibility Criteria”) would be undertaken as per Clause 3.4 of the RFP. Bidders who meet the Eligibility Criteria would be considered for evaluation of their Technical Proposal</p> <p>c. Stage III: In the third Stage, the Technical Proposal of the Bidders who meet the Eligibility Criteria would be assessed and marked as per “Appendix VI” of RFP. Those Bidders scoring minimum of 70 marks out of 100 marks would be Technically Qualified Bidder and shall qualify for the next stage of evaluation.</p> <p>d. Stage IV: In the fourth stage, the Financial Proposal of the Technically Qualified Bidders will be opened for identifying the Selected Bidder.</p>
17.	LEED India Certification administered by IGBC	The Bidder shall furnish an undertaking as per the format set out in “ Appendix XI ”, stating that if selected to implement the Project, it would obtain LEED India Certificate for minimum silver rating from IGBC for the

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		<p>proposed Project.</p> <p>The Concessionaire shall provide Certification Guarantee for an amount of Rs.10,00,00,000/- (Rupees Ten Crores) at the time of signing of an Agreement to BMRCL for ensuring Procurement of LEED India Certification of atleast silver rating on or before COD. The Authority shall release the Certification Guarantee on procurement of LEED India Certification.</p> <p>Any deviation or breach of the above mentioned condition shall result in forfeiture of the Certification Guarantee.</p>
18.	Bid Security	The Bidder shall submit Bid Security for an amount Rs.50,00,000/- (Rupees Fifty Lakhs Only).
19.	Bid Validity	180 days from the Bid Due Date
20.	Validity of Bid Security	Validity of Bid Security 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.
21.	Pre-bid Conference	Only those Bidders who have purchased the bid documents shall be allowed to raise queries / clarifications and attend the pre- bid conference.
22.	Execution of Concession Agreement	Within 30 days from the acknowledgement of Letter of Award by the Selected bidder.
23.	Condition Precedent	<p>Condition precedent to be satisfied by BMRCL</p> <p>a) handed over the Project Site within 15 days from the Appointed Date free of encumbrance to the Concessionaire along with necessary right of way in accordance with Article 3.</p> <p>BMRCL shall within 7 (seven) days from the Appointed Date, grant to the Concessionaire access to the Project Site for carrying out any surveys and investigations that the Concessionaire may deem necessary, it being expressly agreed and understood that BMRCL shall have no liability whatsoever in respect of surveys and investigations carried out or work undertaken by the Concessionaire on or about the Project Site pursuant hereto in the event of Termination or otherwise.</p> <p>BMRCL shall prior to handing over the Project Site shall, along with the Concessionaire, conduct a joint survey of the Project Site; arrive at and agree to the exact area of the Project Site to be made available to the Concessionaire.</p> <p>b) Procured the approval of the Bangalore Development Authority (BDA) pertaining to land use for the Project Site for development as per terms and conditions specified in this Agreement.</p>

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		<p>Condition Precedent to be satisfied by the Concessionaire</p> <p>a) The Condition Precedent required to be satisfied by the Concessionaire shall be deemed to have been fulfilled when the Concessionaire shall have procured all the Applicable Permits required to commence construction of the Project, unconditionally or if subject to conditions then all such conditions shall have been satisfied in full, and such Applicable Permits are in full force and effect</p>
24.	<p>Damages for Delay of fulfillment of condition Precedent</p>	<p>Damages for delay by BMRCL</p> <p>In the event that</p> <p>(i) BMRCL does not procure fulfilment of the Condition Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and</p> <p>(ii) the delay has not occurred as a result of breach of this Agreement by the Concessionaire or due to Force Majeure, BMRCL shall pay to the Concessionaire Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty percent) of the Performance Security.</p> <p>Damages for delay by the Concessionaire</p> <p>In the event that</p> <p>(i) the Concessionaire does not procure fulfilment of the Condition Precedent set forth in Clause 4.1.1 within the period specified in respect thereof and</p> <p>(ii) the delay has not occurred as a result of failure to fulfill the obligations under Clause 4.1.2 or other breach of this Agreement by BMRCL, or due to Force Majeure, the Concessionaire shall pay to BMRCL Damages in an amount calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty percent) of the Performance Security.</p>
25.	<p>Non Fulfillment of Condition Precedent</p>	<p>Upon Termination on account of non-fulfillment of Concessionaire's Conditions Precedent and if such non-fulfillment has not occurred as a result of breach of this Agreement by BMRCL or due to Force Majeure,</p> <p>a. The Performance Security submitted by the Concessionaire shall be forfeited by BMRCL.</p> <p>b. The Premium Security furnished at the time of signing of the Agreement shall be released</p>

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		<p>c. Any amount paid towards Development Premium by the Concessionaire shall be returned to the Concessionaire by BMRCL</p> <p>Upon Termination on account of non-fulfillment of BMRCL's Conditions Precedent, BMRCL shall</p> <p>a.release the Performance Security</p> <p>b.release the Premium Security furnished at the time of signing of the Agreement</p> <p>c. Any amount paid towards Development Premium by the Concessionaire shall be returned to the Concessionaire by BMRCL.</p>
26.	Role of Concessionaire	<p>Role of Concessionaire</p> <ul style="list-style-type: none"> • Design, finance, construct, operate and maintain the project facilities (including Minimum Development Obligations in accordance with constructions Requirement; • Procure applicable permits (Conditions Precedent for Concessionaire) within 6 months from the Appointed Date. • comply with Applicable Law governing the operations of commercial properties at all times during the Concession Period; • Make payments to BMRCL in accordance with the CA; • Adhere to performance standards during the Concession Period; • Adhere to the Shareholding Pattern; • Purchase insurance during Construction Period and O&M Period; • Reimburse to BMRCL the property tax as assessed by the government authority payable by BMRCL to the authority concerned • Joint Branding of the Project Site and Project Facilities • obtain LEED India Certification for a minimum of silver rating issued by Indian Green Building Council (IGBC) • Handback project facilities at the end of the Concession Period.
27.	Role of BMRCL	<p>Role of BMRCL:</p> <ul style="list-style-type: none"> • Handover Project Site to the Concessionaire • Shall grant all approvals, permissions and authorizations in a timely manner to Concessionaire • Bear all expenses in respect of shifting of utilities, if any • Facilitate in obtaining Applicable Permits and approvals • Subscribe to Substitution Agreement within 30 days of the intimation regarding financial arrangement given by the Concessionaire
28.	Schedule Project Completion Date (SPCD)	Date occurring on the completion of 3 years from the Effective Date or any extension thereof in accordance with the terms of this Concession Agreement
29.	Development Guidelines	As per the Construction Requirements provided in Schedule 2 of Draft Concession Agreement.

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30.	Payment Mechanism	<p>In consideration of the Concession being granted the following payments are required to be paid by the concessionaire:</p> <ul style="list-style-type: none"> Concession Payment Concession Payment to be paid on the SPCD and the subsequent payments shall be made every Quarter ("Due Date") till the end of Concession Agreement. Development Premium Concessionaire shall, pay to BMRCL, Project Development Premium ("Development Premium") in eight instalments as set out in the table below. <table border="1"> <thead> <tr> <th rowspan="2">Development Premium Payment Date</th> <th colspan="2">Development Premium Amount</th> </tr> <tr> <th>In figures (Rs. Crores)</th> <th>In Words</th> </tr> </thead> <tbody> <tr> <td>On Agreement Date(AD)</td> <td>6.0</td> <td>Rupees Six Crores only</td> </tr> <tr> <td>On 1st Anniversary of the AD</td> <td>6.5</td> <td>Rupees Six Crores and Fifty Lakhs only</td> </tr> <tr> <td>On 2nd Anniversary of the AD</td> <td>7.5</td> <td>Rupees Seven Crores and Fifty Lakhs only</td> </tr> <tr> <td>On 3rd Anniversary of the AD</td> <td>5.0</td> <td>Rupees Five Crores only</td> </tr> <tr> <td>On 4th Anniversary of the AD</td> <td>5.5</td> <td>Rupees Five Crores and Fifty Lakhs only</td> </tr> <tr> <td>On 5th Anniversary of the AD</td> <td>6.5</td> <td>Rupees Six Crores and Fifty Lakhs only</td> </tr> <tr> <td>On 6th Anniversary of the AD</td> <td>7.0</td> <td>Rupees Seven Crores only</td> </tr> <tr> <td>On 7th Anniversary of the AD</td> <td>8.0</td> <td>Rupees Eight Crores only</td> </tr> </tbody> </table>	Development Premium Payment Date	Development Premium Amount		In figures (Rs. Crores)	In Words	On Agreement Date(AD)	6.0	Rupees Six Crores only	On 1 st Anniversary of the AD	6.5	Rupees Six Crores and Fifty Lakhs only	On 2 nd Anniversary of the AD	7.5	Rupees Seven Crores and Fifty Lakhs only	On 3 rd Anniversary of the AD	5.0	Rupees Five Crores only	On 4 th Anniversary of the AD	5.5	Rupees Five Crores and Fifty Lakhs only	On 5 th Anniversary of the AD	6.5	Rupees Six Crores and Fifty Lakhs only	On 6 th Anniversary of the AD	7.0	Rupees Seven Crores only	On 7 th Anniversary of the AD	8.0	Rupees Eight Crores only
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31.	Premium Security	<p>The Concessionaire shall, furnish a Premium Security, substantially in the form of bank guarantee specified at Schedule 13 towards Development Premium in the manner set out in the table below.</p> <p>a. The Concessionaire shall furnish a Premium Security for an amount equivalent to the summation of 2nd and 3rd Installment of Development Premium simultaneously with the execution of this Agreement. The Premium Security shall be kept valid till 15 (fifteen) months from the Agreement Date. Subsequently, from 1st Anniversary of the Agreement Date, the Concessionaire shall, along with the payment of Development Premium, furnish a Premium Security for an amount equivalent to the next installment of Development Premium. Such Bank Guarantees shall be kept valid for a period of 15 (fifteen) months from the date of submission.</p> <p>b. All the Bank Guarantees would be released upon payment of the corresponding Development Premium and submission of fresh Bank Guarantee for the next installment of Development Premium. The Bank Guarantee submitted as Premium Security on 6th Anniversary of the Agreement Date shall be released upon payment of last installment of Development Premium.</p> <table border="1"> <thead> <tr> <th>Date for submission of Premium Security</th> <th>Amount for which Premium Security has to be submitted (Rs. Crores)</th> <th>Amount of Premium Security equal to</th> </tr> </thead> <tbody> <tr> <td>On Agreement Date (AD)</td> <td>14.0</td> <td>Summation of 2nd and 3rd Installments of Development Premium</td> </tr> <tr> <td>On 1st Anniversary of the AD</td> <td>7.5</td> <td>3rd Installment of Development Premium</td> </tr> <tr> <td>On 2nd Anniversary of the AD</td> <td>5.0</td> <td>4th Installment of Development Premium</td> </tr> <tr> <td>On 3rd Anniversary of the AD</td> <td>5.5</td> <td>5th Installment of Development Premium</td> </tr> <tr> <td>On 4th Anniversary of the AD</td> <td>6.5</td> <td>6th Installment of Development Premium</td> </tr> <tr> <td>On 5th Anniversary of the AD</td> <td>7.0</td> <td>7th Installment of Development Premium</td> </tr> <tr> <td>On 6th Anniversary of the AD</td> <td>8.0</td> <td>8th Installment of Development Premium</td> </tr> </tbody> </table>	Date for submission of Premium Security	Amount for which Premium Security has to be submitted (Rs. Crores)	Amount of Premium Security equal to	On Agreement Date (AD)	14.0	Summation of 2 nd and 3 rd Installments of Development Premium	On 1 st Anniversary of the AD	7.5	3 rd Installment of Development Premium	On 2 nd Anniversary of the AD	5.0	4 th Installment of Development Premium	On 3 rd Anniversary of the AD	5.5	5 th Installment of Development Premium	On 4 th Anniversary of the AD	6.5	6 th Installment of Development Premium	On 5 th Anniversary of the AD	7.0	7 th Installment of Development Premium	On 6 th Anniversary of the AD	8.0	8 th Installment of Development Premium
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32.	Project Development Expenses	<p>The Selected Bidder shall along with the acknowledgement of the Letter of Award, pay a non-refundable amount of Rs. 65,00,000 (Rupees Sixty Five Lakhs) plus applicable service tax, education cess etc. towards Project Development Expenses by way of Demand Draft from a Nationalised Bank or a Scheduled Bank in favour of Infrastructure Development Corporation (Karnataka) Limited, Bangalore.</p> <p>In addition to the above, the Selected Bidder shall pay a non-refundable amount of Rs.15,00,000/- (Rupees Fifteen Lakhs only) towards expenditure incurred by BMRCL for bid document preparation and release of advertisement by way of Demand Draft from a Nationalised Bank or a Scheduled Bank in favour of "Bangalore Metro Rail Corporation Limited", Bangalore.</p>
33.	Windfall Mechanism	<p>The Concessionaire shall submit an audited financial statement ("Audited Financial Statement") and make the Windfall Payment within 120 days from the close of every financial year to BMRCL, stating the Income, in accordance with its Audited Financial Statement and a comparison of the Income indicated in Financial Model submitted as part of its bid submissions during the RFP stage.</p> <p>BMRCL, through an Additional Auditor shall have the right to reconcile the details of Income, as per the Audited Financial Statement submitted by the Concessionaire. In the event the Income accrued during any assessment year is more than 50% of the Income indicated in the Financial Model, the Concessionaire shall share 20% of such additional amount ("Windfall Payment") with BMRCL. The Windfall Payment shall be inclusive of all applicable taxes.</p> <p>If it is found that the Windfall Payment declared by the Concessionaire is lower than the Windfall Payment calculated as per the Audited Financial Statement submitted by the Concessionaire, the Concessionaire shall deposit the differential Windfall Payment within 30 days of such notice in writing by the Authority.</p>
34.	Shareholding Pattern	<p>In case the Selected Bidder is a Consortium</p> <p>In case the Selected Bidder is a Consortium, the members of the Consortium whose experience will be evaluated for the purposes of this RFP, shall subscribe to atleast 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV until 2nd anniversary of the Commercial Operation Date (COD). The members of the Consortium shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the second anniversary of the COD. The Lead Member shall hold atleast 26% (twenty six per cent) of the subscribed and paid up equity share capital</p>

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		<p>of the SPV throughout the Concession Period. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.</p> <p>In case the Selected Bidder is a Single entity In case the Selected Bidder is a single Entity, it shall hold at least 51% (fifty one percent) of subscribed and paid up equity share capital of the SPV to implement the Project, until the 2nd anniversary of the COD and hold at least 26% (twenty six percent) of subscribed and paid up equity share capital of the SPV thereafter throughout the Concession Period.</p>
35.	Event of Default	<p>Event of Default of Concessionaire</p> <p>(i) The Concessionaire has failed to make any payment (other than those stipulated in Schedule 10) due to BMRL and more than 30 (thirty) days have been elapsed since such due date.</p> <p>(ii) The Concessionaire has failed to make the Windfall Payment and more than 30 (thirty) days have been elapsed since such due date.</p> <p>(iii) The Concessionaire has failed to achieve COD within 90 (ninety) days of Scheduled Project Completion Date.</p> <p>(iv) The Concessionaire has failed to submit Premium Security and more than 30 days have been elapsed from the date on which Development Premium is payable.</p> <p>(v) The Concessionaire has failed to achieve any of the Project Milestones beyond 180 (one hundred and eighty) days of the respective Scheduled Project Milestone Date, as set in the Implementation Schedule, for any reason whatsoever.</p> <p>(vi) The Concessionaire has failed to adhere to O&M Requirements including the environment and safety requirements in accordance with Applicable Laws for the Project Facilities during the Concession Period;</p> <p>(vii) The Concessionaire has failed to abide by the Shareholding pattern envisaged under Clause 6.3 of this Agreement;</p>

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		<p>(viii) In case the Performance Security has been encashed and appropriated (in part of full) in accordance with Clause 6.1 and the Concessionaire has failed to replenish or provide fresh Performance Security within the stipulated period of 30 (thirty) days.</p> <p>(ix) The Concessionaire is in Material Breach of any of its other obligations under this Agreement on account of its own acts of omission or commission or on account of any act of omission or commission of the Person to whom the Concessionaire has further sub-let / licensed the Project Facilities and the same has not been remedied for more than 60 days;</p> <p>(x) Any representation made or warranty given by the Concessionaire under this Agreement is found to be false or misleading;</p> <p>(xi) A resolution for voluntary winding up has been passed by the shareholders of the Concessionaire;</p> <p>(xii) Any petition for winding up of the Concessionaire has been admitted and liquidator or provisional liquidator has been appointed or the Concessionaire has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of BMRCL, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Concessionaire under this Agreement;</p> <p>(xiii) A default has occurred under any of the Financing Documents and any of the Lenders has recalled its financial assistance and demanded payment of the amounts outstanding under the Financing Documents or any of them as applicable;</p> <p>(xiv) Unlawful or unauthorized or without jurisdiction refusal to renew or grant any clearance, license, authorization, no objection certificate to Concessionaire or any contractor to perform their respective obligation under the Agreement.</p> <p>(xv) The Concessionaire has abandoned the Project Facilities;</p> <p>(xvi) The Concessionaire has unlawfully repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;</p>

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		<p>(xvii) If the Concessionaire fails to pay the necessary insurance premiums towards the Project Facilities and thereby causes the insurance coverage on the Project Facilities to diminish, terminate or expire;</p> <p>(xviii) The Concessionaire has suffered an attachment levied on any of its assets which has caused or is likely to cause a Material Adverse Affect on the Project and such attachment has continued for a period exceeding 90 days.</p> <p>Event of Default of the Authority</p> <p>(i) BMRCL has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;</p> <p>(ii) BMRCL has unreasonably withheld or delayed grant of any approval or permission which the Concessionaire is obliged to seek under this Agreement, and thereby caused or likely to cause Material Adverse Effect;</p> <p>(iii) BMRCL has (a) failed to execute the Substitution Agreement in accordance with Article 7.1 (c) or (b) having executed the same is in breach of any of its obligations thereunder and such breach has not been cured within 30 days from the date of written notice thereof given by the Concessionaire.</p> <p>(iv) Any representation made or warranties given by BMRCL under this Agreement including the warrantee regarding the Project Site set out in Clause 3.3 (a) is been found to be false or misleading</p>
36.	Force Majeure	<p>a) act of God which includes epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Project Site);</p> <p>b) any judgement or order of any court of competent jurisdiction or statutory authority made against the Concessionaire in any proceedings for reasons other than (i) failure of the Concessionaire to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Concession Agreement, or iv) exercise of any of its rights under this Concession Agreement by BMRCL.</p> <p>c) Compulsory acquisition in national interest or expropriation of any</p>

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		Project Assets or rights of the Concessionaire or of the Contractors.															
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Sl. No	Key Information	Details
		<p>The Bid Document shall be available for sale between 1100 Hours to 1700 Hours IST upto the date mentioned above.</p> <p>The Authorised Representative of the Bidder shall procure the Bid Documents containing the details of Bidding Process, on payment of INR 25,000/- (Rupees Twenty Five Thousand only) by way of Demand Draft in favour of "Bangalore Metro Rail Corporation Limited" Payable at Bangalore.</p>

Annexure – 1
Eligibility Criteria

A. Technical Capacity

The Bidder can demonstrate experience either under Criteria 1 **Or** Criteria 2 and shall demonstrate adherence to Criteria 1(a) or 1(b) **Or** Criteria 2(a) or 2(b) as set out below:

Criteria 1	Criteria 2
<p>Criteria 1(a) The Bidder shall have over the past 5 (five) financial years preceding the Bid Due Date developed and commissioned 1(one) project in Real Estate Sector having a project cost (excluding the cost of land) of Rs.40,00,00,000/- (Rupees Forty Crores).</p> <p style="text-align: center;">or</p> <p>Criteria 1(b) The Bidder shall have over the past 5 (five) financial years preceding the Bid Due Date developed and commissioned projects in Real Estate Sector such that summation of the project cost (excluding the cost of land) is more than Rs. 50,00,00,000/- (Rupees Fifty Crores)</p> <p>Provided that the project cost (excluding cost of land) of each such project should be atleast Rs.20,00,00,000/- (Rupees Twenty Crores).</p>	<p>Criteria 2(a) The Bidder shall have over the past 5 (five) financial years preceding the Bid Due Date constructed 1 (one) project in Real Estate Sector such that the total payment received from the said project for construction is at least Rs.40,00, 00,000/- (Rupees Forty Crores).</p> <p style="text-align: center;">or</p> <p>Criteria 2(b) The Bidder shall have over the past 5 (five) financial years preceding the Bid Due Date constructed two projects in Real Estate Sector such that sum total of the payments received for construction of such projects is at least Rs. 50,00,00,000/- (Rupees Fifty Crores).</p> <p>Provided that the payment received for one project should be atleast Rs.20,00,00,000/- (Rupees Twenty Crores)</p>

For the purpose of this RFP:

The Real Estate Sector is deemed to include residential complex, townships, industrial parks, commercial buildings, auditoriums, hotels/ multiplexes, malls, office complexes, business/IT parks, resorts, hotels and SEZs excluding plotted development.

The Entity claiming the experience in Criteria 1 should have held in the company that has developed the project, a minimum of 26% (twenty six percent) equity on the date of commissioning of project.

B. Financial Capacity

The Bidder shall demonstrate adherence to the Financial Capacity based on the following criteria:

- a.The Bidder shall have minimum Net Worth of Rs. 15, 00, 00,000/- (Rupees Fifteen Crores Only) (the "Financial Capacity") as at the close of the preceding financial year.
- b.The Bidder shall have minimum Average Annual Turnover of three completed financial Yeas of Rs. 25, 00, 00,000/- (Rupees Twenty Five Crores).

Annexure – 2**Technical Proposal**

The Technical Proposals of the Bidder would be evaluated on the parameters set out below. The Bidders would be required to make a presentation on their Technical Proposals to the Technical Evaluation Committee:

S.No	Parameters for Evaluation	Rating	Maximum marks
1	Traffic Planning		50
1a	Pedestrians		20
	Circulation Pattern within the Project Facility		10
	Excellent	10	
	Good	7	
	Fair	5	
	Entry and exit to / from the entire Project Site		10
	Excellent	10	
	Good	7	
	Fair	5	
1b	Vehicles		20
	i. Parking facility configuration		10
	Excellent	10	
	Good	7	
	Fair	5	
	ii. Circulation within site		5
	Excellent	5	
	Good	4	
	Fair	3	
	iii. Road design/configuration		5
	Excellent	5	
	Good	4	
	Fair	3	
1c	External traffic integration		10
	i. Ease of traffic flow around the site (in the periphery)		5
	Excellent	5	
	Good	4	
	Fair	3	
	ii. Connecting to Metro stations		5
	Excellent	5	
	Good	4	
	Fair	3	
2	Minimum Development Obligation Design		50
	Design Concept for the Social Amenities proposed to be developed		50
	Excellent	50	
	Good	40	
	Fair	30	

Note: Bidders have to score minimum of 70 marks out of 100 marks.