

S. N.	Key Information	Details																											
1.	Project Title	Integrated Property Development around Metro Rail Station at Baiyappanahalli, Bangalore, India - “Commuter Lifestyle Centre” on Public Private Partnership Basis																											
2.	Project Site Location	In the vicinity of Baiyappanahalli Metro Station (along old Madras Road, Bangalore)																											
3.	Site Area	About 10.15 Acres (in two non contiguous land parcel of about 4.52 Acres and 5.63 Acres respectively)																											
4.	Concessions Authority	Bangalore Metro Rail Corporation Limited																											
5.	Envisaged Project Components	<p>Selecting the appropriate Project mix / components and usage shall be the choice of the selected Developer. However, the following facilities are envisaged to be the key project components based on the initial demand assessment:</p> <ul style="list-style-type: none"> • Multi-faceted Convention and exhibition facilities on lines similar to India Habitat Centre, New Delhi • 3 Star Category Business Hotel • Corporate / Institutional Office Space • Exclusive Business Centre with variable sized meeting / private / conference rooms • Fully Serviced Corporate Guest Houses • Multi-cuisine Restaurants and coffee shops • Hyper-mart • Multiplex • Retail space • Commercial / office space 																											
6.	Minimum Development Obligations (MDO)	<p>To be completed within 4 years from Date of Signing of Agreement</p> <table border="1"> <thead> <tr> <th align="center">Components</th> <th align="center">Nos.</th> <th align="center">Capacity</th> </tr> </thead> <tbody> <tr> <td colspan="3">Convention Cum Hospitality Centre</td> </tr> <tr> <td>Convention Hall</td> <td align="center">1</td> <td align="center">1500</td> </tr> <tr> <td>Conference Halls -1</td> <td align="center">4</td> <td align="center">200</td> </tr> <tr> <td>Conference Halls -2</td> <td align="center">3</td> <td align="center">100</td> </tr> <tr> <td>Conference Halls -3</td> <td align="center">5</td> <td align="center">50</td> </tr> <tr> <td>Board Rooms</td> <td align="center">3</td> <td align="center">30</td> </tr> <tr> <td>Business meeting rooms</td> <td align="center">10</td> <td align="center">10</td> </tr> <tr> <td>Art Gallery</td> <td align="center">1</td> <td align="center">5000 Sq. Ft.</td> </tr> </tbody> </table>	Components	Nos.	Capacity	Convention Cum Hospitality Centre			Convention Hall	1	1500	Conference Halls -1	4	200	Conference Halls -2	3	100	Conference Halls -3	5	50	Board Rooms	3	30	Business meeting rooms	10	10	Art Gallery	1	5000 Sq. Ft.
Components	Nos.	Capacity																											
Convention Cum Hospitality Centre																													
Convention Hall	1	1500																											
Conference Halls -1	4	200																											
Conference Halls -2	3	100																											
Conference Halls -3	5	50																											
Board Rooms	3	30																											
Business meeting rooms	10	10																											
Art Gallery	1	5000 Sq. Ft.																											

S. N.	Key Information	Details		
		Exhibition Space	1	10000 Sq. Ft.
		Performance hall for Music programs / Auditorium	1	500
		3-Star Category Hotel		200 rooms
		Business Cum Retail Eco Space		
		Retail Hypermart		50000
		Skywalks connectivity to Baiyappanahalli Metro Terminus		
		(With Travellators / Electric Cars) Connecting each Site to Metro Station	2 nos	
		In addition, the Project shall be required to be a Green Building.		
7.	Estimated Project Cost	Rs.601.40 Crores		
8.	Institutional Structure for Implementation	A Special Purpose Company (SPC) shall be incorporated under the Companies Act, 1956 by the Preferred Bidder for the purpose of implementing and managing the Project.		
9.	Concession Period	40 Years including construction period		
10.	Concession Format	<p>a) To design, finance, build, operate & maintain the Project during the Concession Period, subject to the fulfillment of the terms and conditions more fully described in the Draft Concession Agreement. At the end of the Concession Period, the Project would vest back to the Authority in appropriate condition.</p> <p>b) The selected Bidder shall follow the following implementation structure</p> <ul style="list-style-type: none"> o A Special Purpose Vehicle (SPV) shall be incorporated under the Companies Act, 1956 by the Selected Bidder for the purpose of implementing, operating and maintaining the Project. o This SPV shall be the Concessionaire in the Concession Agreement and the selected Bidder shall be the Confirming Party. o The rights pertaining to developing, operating and maintaining the Project on the Project Site(s) shall be assigned to the Concessionaire <p>c) To obtain all the applicable Project approvals as required from time to time for implementation and operations of the Project</p> <p>d) To fulfill :</p> <ul style="list-style-type: none"> i. the construction of the Minimum Development Obligation at the Project Site(s) within 4 (four) years from the date of signing of concession agreement, and; ii. Construction of the Project and commencement of operations of the Project within 5 (five) years from the date of signing of concession agreement; 		

S. N.	Key Information	Details
Qualification Criteria		
11.	Eligibility Criteria for the Bidder	<p>(A) Technical Capacity: For demonstrating technical capacity and experience, the Applicant / Bidder shall, over the past 5 (five) financial years preceding the Application Due Date, have:</p> <p>(i) paid for, or received payments for, construction of Eligible Project(s); or</p> <p>(ii) paid for development of Eligible Project(s) in Category 1 and/or Category 2</p> <p>such that the sum total of the above is more than Rs. 1200 Crore (Rupees one thousand two hundred Crores) (the “Threshold Technical Capacity”).</p> <p>Provided that at least one fourth of the Threshold Technical Capacity shall be from the Eligible Projects in Category 1 and/ or Category 3</p> <p>The following categories of experience would qualify as Technical Capacity and eligible experience in relation to eligible projects</p> <p>Category 1: Project experience in development of Eligible Projects including Convention and Exhibition Centres / Real Estate Sector (excluding plotted development) including Malls/ Hotels /large Commercial/Office spaces</p> <p>Category 2: Project experience on Eligible Projects in core sector</p> <p>Category 3: Construction experience of Eligible Projects in Convention and Exhibition Centres / Real Estate Sector (excluding plotted development) including Malls/ Hotels /large Commercial/Office spaces</p> <p>Category 4: Construction experience on Eligible Projects in core sector</p> <p>For the purpose of this RFP / Bidding Document:</p> <p>(i) Real Estate Sector would be deemed to include Convention and Exhibition Centres / Malls/ Hotels/ large Commercial/Office spaces but excluding plotted development; and</p>

S. N.	Key Information	Details
		<p>(ii) Core sector would be deemed to include highways, expressways, bridges, tunnels and airfields, power, telecom, ports, airports, railways, metro rail, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage and Real Estate Sector (excluding plotted development and those mentioned in Category 1)</p> <p>Eligible Experience in respect of each category shall be measured only for Eligible Projects.</p> <p>For a project to qualify as an Eligible Project under Categories 1 and 2:</p> <p>(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;</p> <p>(b) the entity claiming experience should have held, in the company owing the Eligible Project, a minimum of 26% (twenty six per cent) equity during the entire year for which Eligible Experience is being claimed;</p> <p>(c) the capital cost of the project should be more than Rs. 60 Crore (Rupees Sixty Crore); and</p> <p>(d) the entity claiming experience shall, during the last 5 (five) financial years preceding the Application Due Date, have paid for development of the project (excluding the cost of land).</p> <p>For a project to qualify as an Eligible Project under Categories 3 and 4, the Applicant / 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 Application Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) financial years shall qualify for purposes of Evaluation for Threshold Technical Capacity.</p>

S. N.	Key Information	Details
		<p>(B) Financial Capacity: The Applicant / Bidder shall be required to have:</p> <p>(i) A minimum Net Worth of Rs. 150 Crore (Rupees one hundred and fifty Crore) at the close of the preceding financial year, and</p> <p>And</p> <p>(ii) An average annual turnover of Rs. 300 Crore (Rupees three hundred Crores) for the preceding 5 (Five) financial years</p> <p>In case of a Consortium, the combined technical capacity, average annual turnover and net worth of those Members, who have and shall continue to have an equity share of at least 26% (twenty six per cent) each in the SPV, would be considered for satisfying the above conditions of eligibility; provided that each such Member shall, for a minimum period of until 3 (three) years from the date of MDO-I Completion, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement.</p>
12.	Bid Parameter	Revenue Share : Percentage of Project Revenues
13.	Development Guidelines for Construction	Rules, regulations and byelaws of competent authorities as applicable.
14.	Bid Validity	6 months from the Bid Due Date
15.	Validity of Bid Security	8 months from the Bid Due Date
Payments by Bidder		
One Time Payments		
16.	Upfront Premium (payable in 2 installments to BMRCL)	Rs. 45,00,00,000/- (Rupees Forty five Crores Only) payable in the two installments: (i) Rs.25,00,00,000/- (Rupees Twenty five Crore only) within 60 days from date of LOA. (ii) Rs.20,00,00,000/- (Rupees Twenty Crore only) prior to the date of commencement of operations or within 48 forty eight months from the date of signing of concession agreement, whichever is earlier.
17.	Project Success Fee to KIPDC	Rs. 6.01 Crores (Rupees Six Crores One Lakh only) along with applicable service tax and other applicable taxes, duties and cesses on the aforesaid sum to KSIIDC-IL&FS Project Development Company Limited, in the form of demand draft payable at Bangalore within 60 (sixty) days from the date of issue of LoA by the Authority.

S. N.	Key Information	Details
Annual Payments		
18.	Annual Concession Fee	Rs. 1000/- (Rupees One Thousand Only) to the Authority annually during the concession period.
19.	Additional Concession Fee	Rs 10,15,000/- (Rupees Ten Lakh Fifteen thousand) per annum, which shall commence on completion of 48 (forty eight) months from Date of signing of Agreement and incremented each year by 5% over that paid in the previous year, for the balance Concession Period.
20.	Revenue Share	Percentage (%) of Project Revenues (X) as quoted by the Bidder and incremented as follows: <ul style="list-style-type: none"> • Till Year 10 – As quoted by Selected Bidder “X” • Year 11 to Year 20 – X + 2.5 • Year 21 to Year 30 – X + 5.0 • Year 31 to Year 40 – X + 7.5
Submission of Bank Guarantees		
21.	Bid Security (To be submitted alongwith the Bid) This shall be returned on signing of Agreement	Rs. 5,00,00,000/- (Rupees Five Crore Only) in the form of Demand Draft / Bank Guarantee drawn in favour of “Managing Director, BMRCL” from a nationalized bank, having branch office in Bangalore.
22.	Premium Security (To be submitted within 60 days from Date of LoA and valid till payment of 2 nd installment of Upfront Premium)	Rs. 20,00,00,000/- (Rupees Twenty Crore Only) in the form of a Bank Guarantee in favour of “Managing Director , BMRCL” from a nationalized bank, having branch office in Bangalore, as Premium Security until the payment of second Installment of Upfront Premium mentioned as item no 16.
23.	Construction Period Performance Security (To be submitted within 60days from Date of LoA and valid till commencement of operations)	Rs. 25,00,00,000/- (Rupees Twenty Five Crores Only)in the form of a Bank Guarantee drawn in favour of “Managing Director, BMRCL” from a nationalized bank, having branch office in Bangalore
24.	Operations Security (To be submitted at least 30 days prior to MDO completion date)	Rs. 5,00,00,000/- (Rupees Five Crores Only),)in the form of a Bank Guarantee drawn in favour of “Managing Director, BMRCL” from a nationalized bank, having branch office in Bangalore, to ensure due and proper observance of the provisions of this Agreement during the Concession Period

S. N.	Key Information	Details
Bid Submission		
25.	Bid Submissions	(a) Envelope 1: Qualification Proposal (b) Envelope 2: Technical Proposal (c) Envelope 3: Financial Bid
26.	<u>Envelope I:</u> Qualification Proposal	The Bidder should submit the following: <ul style="list-style-type: none"> (i) Information in the prescribed format along with Annexes and supporting documents; (ii) Power of Attorney for signing the Bid; (iii) Power of Attorney for Lead Member, in case of a Consortium (iv) Copy of the Jt. Bidding Agreement, in case of a Consortium (v) Copy of Memorandum and Articles of Association, if the Applicant / Bidder is a body corporate, and if a partnership then a copy of its partnership deed; (vi) Copies of Applicant / Bidder's duly audited balance sheet and profit and loss account for the preceding five years; (vii) Bank Guarantee for Bid Security in the prescribed format (viii) A copy of the Concession Agreement with each page initialled by the Bid signatory in pursuance of the Power of Attorney
27.	<u>Envelope 2:</u> Technical Proposal	The Bidder should submit the following as part of submission of Technical Proposal : <ul style="list-style-type: none"> (i) Project Concept Note (ii) Proposed FAR utilisation / maximisation plan & area statement (iii) Preliminary Master Plan and plans (iv) Conceptual perspective (v) Indicative Phase wise development (vi) Indicative Investment Plan (vii) Indicative Revenue plan (viii) Financial analysis and model including sensitivity analysis (ix) Minimum Development Obligations are considered in the design (x) Adoption of Green Building concept including Rain Water Harvesting (xi) Return on investment analysis (xii) Traffic (both pedestrian and vehicular) movement plan (xiii) Emergency evacuation plan (xiv) Environment Management plan In addition, the Bidder shall be required to make a presentation on the above to the Bid Evaluation Committee constituted by BMRCL. (The Detailed evaluation process has been spelt out in the RFP Document.)

S. N.	Key Information	Details
28.	Envelope 3: Financial Bid	The Bidder shall quote the “ percentage Revenue Share ” payable to BMRCL and such Revenue Share shall be incremented as follows: <ul style="list-style-type: none"> • Till Year 10 – As quoted by Selected Bidder “X” • Year 11 to Year 20 – X + 2.5 • Year 21 to Year 30 – X + 5.0 • Year 31 to Year 40 – X + 7.5
Bid Evaluation		
29.		<ul style="list-style-type: none"> ▪ Envelope I: Qualification Proposal: Pass/Fail
		<ul style="list-style-type: none"> ▪ Envelope II: Technical Proposal: The Technical Proposal Evaluation Committee shall evaluate all the Technical Proposals adjudged as responsive, and only those Applicants / Bidders whose technical proposals score equal to or more than the threshold limit of 70 marks in the detailed technical evaluation will be considered for opening of Financial Bid.
		<ul style="list-style-type: none"> ▪ Envelope III: Financial Proposal: Highest Percentage of Revenue Share
Execution of Agreement and Handing Over of Project Site		
30.	Execution of Concession Agreement	Within 60 days from the date of issue of LoA by BMRCL
31.	Handing Over of Project Site	Within one month of signing of the Concession Agreement, the Concessionaire and the Authority shall mutually decide on a date for taking over / handing over of the Project Site(s)
Other Important Parameters		
32.	Important Dates & Time	
(a)	Issue of RFP	<p>The RFP Documents can be procured on any day between 28.09.2011 and 16.12.2011 (inclusive of both days) through either of the following processes:</p> <p>(i) In Person: By an Authorised Representative of a Bidder / any of the Consortium Members visiting BMRCL Office between 1100 Hrs to 1700 Hrs (IST) on all working days between the aforesaid dates and on payment of INR 1,00,000/- (Indian Rupees One Lakh only) through a Demand Draft / Pay Order in favour of ‘Bangalore Metro Rail Corporation Ltd’ payable at Bangalore.</p> <p>Or</p>

S. N.	Key Information	Details
		<p><u>(ii) Through Wire Transfer (for Bidders / any of the Consortium Members not located in India) or through NEFT / RTGS (for Bidders / any of the Consortium Members located within India):</u></p> <ol style="list-style-type: none"> a. Make payment of INR 1,00,000/- (Indian Rupees One Lakh only) through Wire Transfer / NEFT / RTGS (visit www.bmrc.co.in/tenders.html and click respective options for further details). b. After making the payment, enter the “Fund Transfer Reference Number” and complete the online procurement process. c. The RFP shall be dispatched by BMRCL to the registered correspondence address within 3 working days of receipt of payment. <p style="text-align: center;">Or</p> <p><u>(iii) Through online payment vide Credit Card / Debit Card:</u></p> <ol style="list-style-type: none"> a. Visit www.bmrc.co.in/tenders.html and click option for online payment through Credit Card / Debit Card. b. Make payment of INR 1,00,000/- (Indian Rupees One Lakh only). c. On successful completion of transaction, an online receipt would be generated. (In case of “Pending” status of payment, please re-check the status after 24 Hours). d. The RFP shall be dispatched by BMRCL to the registered correspondence address within 3 working days of receipt of payment. <p>Disclaimer:</p> <ol style="list-style-type: none"> 1. In case of options (ii) and (iii) above, BMRCL shall take no responsibility of delayed / non delivery of RFP Documents and it shall be the responsibility of the Bidders / Consortium Member to inform the non receipt of the RFP Documents within 10 days from the date of dispatch confirmation mail sent by BMRCL. 2. BMRCL shall not entertain any requests for extension of Application Due Date on account of any delay in delivery of RFP Documents
(b)	Pre-Bid Conference	<p>At 15:00 Hrs (IST) on 04.11.2011</p> <p>Only authorized representatives of each Applicant / Bidder who purchase the RFP document would be eligible to participate in the Conference on intimation in writing by the designated date.</p>
(c)	Due Date & Time for receipt of Bids	<p>1600 Hrs (IST) on 30.12.2011</p>