

# REQUEST FOR PROPOSAL

## DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis) AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANLAPAT

### Volume 1: Instructions to Bidder

January 2022



**Nodal Agency**  
**IMPHAL SMART CITY LIMITED (ISCL)**  
**Directorate of MAHUD, PDA Complex, North AOC**  
**Imphal - 795001**

E-MAIL: [ceoimphalsmartcity@gmail.com](mailto:ceoimphalsmartcity@gmail.com)

NIT No. 3/19/2020-ISCL/NIT/03 dated 06/01/2022

REQUEST FOR PROPOSAL FOR DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis)  
AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANGLAPAT

**NOTICE INVITING REQUEST FOR PROPOSAL**

**Imphal Smart City Limited (ISCL)**

**DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis) AND COMMERCIAL COMPLEX (on DBFOT basis) AT KANGLAPAT, IMPHAL As Part of SMART CITY MISSION, INDIA**

IMPHAL Smart City Limited (ISCL), a special purpose vehicle (SPV) company is formed by Manipur State Government, as per guidelines of the Smart city mission (SCM) of the ministry of Urban Development (MoUD), Government of India (GOI), for the Construction and Development of Infrastructure in the City.

Government of Manipur proposes Development of Multi-Level Car Parking (MLCP) with Commercial Complex at KANGLAPAT IN IMPHAL, Manipur. IMPHAL Smart City Limited (ISCL) is the nodal agency for the project.

In order to meet the parking needs of the area, it is proposed to have a MULTI LEVEL CAR PARKING (MLCP) facility using modern technology to accommodate at least 400 ECS at Kanglapat, Imphal. Government of Manipur (GOM) and Imphal Municipal Corporation (IMC) has earmarked a land plot at Kanglapat, of area approximately 2.72 acres for CONSTRUCTION OF MULTI LEVEL CAR PARKING (MLCP), along with a Commercial Complex under PPP mode. The construction of the project is on Design-Build-Finance-Operate and Transfer (DBFOT) basis for the Commercial Complex and Design-Build-Finance- and Transfer (DBFT) basis for the MLCP under which the concessionaire/developer will Design, Finance, Construct, Maintain and/or Operate the project.

For further details please contact

The Chief Executive Officer,

Imphal Smart City Limited (ISCL) Directorate of MAHUD

PDA Complex, North AOC

Imphal - 795001

E-MAIL: [ceoimphalsmartcity@gmail.com](mailto:ceoimphalsmartcity@gmail.com)

### **Disclaimer**

1. Though adequate care has been taken in the preparation of this RFP Document (Volumes I and II), the Bidder should satisfy himself that the Document is complete in all respects including its legal validity.
2. Neither Imphal Smart City Limited (ISCL) nor their employees or consultants make any representation or warranty as to the complete accuracy, reliability, or completeness of the information in this RFP (Volumes I and II) and it is not possible for Imphal Smart City Limited (ISCL) to consider the investment objectives, financial situation and particular needs of each party who reads or uses this document. Each prospective Bidder should conduct his own investigations and analysis and check the accuracy, reliability, and completeness of the information in this RFP and obtain independent advice from appropriate sources.
3. Neither Imphal Smart City Limited (ISCL) nor their employees or consultants will have any liability to any prospective bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Project, the project information and any other information supplied by or on behalf of Imphal Smart City Limited (ISCL), or their employees, any consultants or otherwise arising in any way from the selection process.
4. Imphal Smart City Limited (ISCL) reserves the right to reject any or all of the proposals submitted in response to this RFP at any stage without assigning any reasons whatsoever.
5. Imphal Smart City Limited (ISCL) reserves the right to change any or all of the provisions of this RFP prior to Proposal Due Date. Such changes would be intimated to all the parties being issued this RFP.
6. Imphal Smart City Limited (ISCL) reserves the right to change, modify, add to or alter the Selection Process including inclusion of additional evaluation criteria at later stage, which in no event shall be later than the Proposal Due Date. Any change in the Selection Process shall be intimated to all concerned parties.

REQUEST FOR PROPOSAL FOR DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis)  
AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANLAPAT

**TABLE OF CONTENT**

<b>1. REP DOCUMENT .....</b>	<b>1</b>
1.1. Schedule of Bidding Process.....	1
<b>2. PROPOSAL DATA SHEET.....</b>	<b>2</b>
<b>3. SALIENT INFORMATION.....</b>	<b>3</b>
<b>4. ABBREVIATIONS .....</b>	<b>4</b>
<b>5. DEFINITION .....</b>	<b>4</b>
5.1. MLCP .....	4
5.2. Commercial Complex .....	4
5.3. Project.....	4
5.4. Associates .....	4
5.5. Bid Document.....	5
5.6. Bid Process .....	5
5.7. Bidder(s) .....	5
5.8. Bidding Company .....	5
5.9. Bid Validity Period .....	5
5.10. Bank.....	5
5.11. Consortium.....	5
5.12. Consortium Member .....	5
5.13. Concessionaire.....	5
5.14. Earnest Money Deposit.....	6
5.15. Effective Date.....	6
5.16. Floor Area Ratio .....	6
5.17. Financial Bid / Financial Proposal.....	6
5.18. Good Industry Practice.....	6
5.19. Lead Member / Lead Consortium Member (LCM).....	6
5.20. Letter of Acceptance.....	6
5.21. Letter of Commitment .....	6
5.22. Proposal .....	7
5.23. Proposal Due Date.....	7
5.24. Responsiveness / Non-responsive .....	7
5.25. Request for Proposal (RFP) .....	7
5.26. Selection Process .....	7
5.27. Subsidiary/Subsidiaries.....	7
5.28. Successful Bidder .....	7
<b>6. Introduction.....</b>	<b>8</b>
6.1. Background .....	8
6.2. Scope of the Project.....	8
6.3. Cost of the Project.....	15
6.4. Commercial Consideration.....	15
6.5. Project Implementation Mechanism.....	15
6.6. Delay in commercial operations .....	15
<b>7. INFORMATION AND INSTRUCTION TO BIDDERS .....</b>	<b>16</b>
7.1. Scope of Application.....	16
7.2. Eligible Bidders.....	16
7.3. Changes in Consortium Composition .....	17
7.4. Number of Applications .....	17
7.5. Application Preparation Cost.....	17
7.6. Project Inspection and Site Visit .....	17
7.7. Right to Accept or Reject any or all Applications .....	18
7.8. Contents of RFP Document.....	18
7.9. Clarifications.....	18
7.10. Amendment of RFP .....	18

**REQUEST FOR PROPOSAL FOR DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis)  
AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANLAPAT**

7.11	Language .....	18
7.12	Currency.....	19
7.13	Validity of Application .....	19
7.14	Format and Signing of Application.....	19
7.15.	The Technical Proposal shall contain: .....	19
7.16.	Submission of Bid as per E-Procurement Portal.....	20
7.17.	Application Due Date – Refer page No.3 .....	20
7.18.	Late Applications.....	20
7.19.	Modifications/ Substitution/ Withdrawal of Proposals .....	20
7.20.	Evaluation of Application - Due Date .....	20
7.21.	Evaluation of Application - Criteria .....	20
7.22.	Evaluation of Application - Supporting Documents.....	20
7.23.	Evaluation of Application - Right to Reject .....	20
7.24.	Confidentiality.....	20
7.25.	Tests of responsiveness .....	21
7.26.	Clarifications .....	21
7.27	Qualification and Notification.....	21
7.28.	RFP Documents.....	21
<b>8.</b>	<b>GENERAL PROVISIONS .....</b>	<b>22</b>
8.1	Non-Discriminatory and Transparent Bidding Proceedings .....	22
8.2	Communication between Bidders and Imphal Smart City Limited (ISCL).....	22
8.3.	Interpretation of Documents .....	22
8.4.	Pre-Bid Conference .....	22
8.5.	Bidders .....	23
8.6.	Enquiries concerning the RFP / Draft Concession Agreement.....	23
8.7.	Amendment of RFP .....	23
8.8.	Submission of Bids .....	24
8.9.	Bid Opening .....	24
8.10	Earnest Money Deposit.....	24
8.11.	Performance Security: As per article 9 of the ‘draft concession agreement’ .....	25
8.12.	Sources of Funds.....	26
<b>9.</b>	<b>DESCRIPTION OF THE SELECTION PROCESS.....</b>	<b>27</b>
9.1.	CRITERIA FOR EVALUATION .....	27
9.2.	Evaluation of Financial Proposal.....	30
<b>10.</b>	<b>RULES REGULATING THE CONSORTIUM.....</b>	<b>31</b>
10.1.	Consortium of Bidders .....	31
<b>11</b>	<b>METHODOLOGY &amp; CRITERIA FOR EVALUATION OF FINANCIAL BID .....</b>	<b>33</b>
11.1.	Financial Proposal Evaluation.....	33
<b>APPENDICES .....</b>		<b>35</b>
APPENDIX 1A.....		35
FORMAT FOR POWER OF ATTORNEY FOR SIGNING PROPOSAL .....		35
APPENDIX 1B.....		36
FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM .....		36
APPENDIX 2.....		38
DETAILS OF BIDDER.....		38
APPENDIX 3.....		40
FORMAT FOR LETTER OF APPLICATION.....		40
APPENDIX 4.....		42
INFORMATION RELATED TO EXPERIENCE.....		42
APPENDIX 5.....		44
FORMAT FOR ESTABLISHING FINANCIAL CAPABILITY OF THE BIDDER .....		44
APPENDIX 6.....		46
UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE.....		46
APPENDIX 7.....		48

REQUEST FOR PROPOSAL FOR DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis)  
AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANLAPAT

GUIDELINES FOR PROVIDING INFORMATION RELATED TO FINANCIAL CAPABILITY.....	48
APPENDIX 8.....	50
FORMAT FOR ANTI-COLLUSION CERTIFICATE .....	50
APPENDIX 9A.....	51
FORMAT FOR PROJECT UNDERTAKING .....	51
APPENDIX 9B.....	52
FORMAT FOR PROJECT UNDERTAKING .....	52
APPENDIX 10 .....	54
FORMAT FOR MEMORANDUM OF UNDERSTANDING (MOU).....	54
APPENDIX-11 – DELETED .....	56
APPENDIX-12 –DELETED .....	56
APPENDIX-13.....	57
Format of Letter of Acceptance .....	57
APPENDIX-14 .....	59
Format of Letter of Commitment.....	59
APPENDIX – 15 .....	61
Affidavit.....	61
APPENDIX-16 .....	62
Financial BID form .....	62

REQUEST FOR PROPOSAL FOR DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis)  
AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANLAPAT

**1. REP DOCUMENT**

**1.1. Schedule of Bidding Process**

<b>Sl. No</b>	<b>Event</b>	<b>Date</b>
1	Date of publication of Bid on website ( <a href="https://manipurenders.gov.in">https://manipurenders.gov.in</a> )	06/01/2022 from 5.00 PM
2	Receiving of Queries	18/01/2022
3	Pre-Bid Meeting	20/01/2022 at 4:00 PM (IST) in the office of the CEO Imphal Smart City, City Convention
4	Last date Submission of Technical & Financial Bid (Bid Due Date)	By 21/02/2022 upto 5:00 PM
5	Submission of Original Documents (Tender Cost, EMD, Power of Attorney)	By 23/02/2022 by 2:00 PM
6	Opening of Technical Bid	By 23/02/2022 by 3:00 PM
7	Opening of Financial Bid	Shall be communicated later

REQUEST FOR PROPOSAL FOR DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis)  
AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANLAPAT

**2. PROPOSAL DATA SHEET**

Sl. No.	Key information	Details
1	Name of the Project	DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis) AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis)
2	Location of Project	<b>Kanglapat, Imphal</b>
3	Name and Address of the Authority	Imphal Smart City Limited (ISCL) Directorate of MAHUD, PDA Complex, North AOC Imphal - 795001, E-MAIL: <a href="mailto:ceoimphalsmartcity@gmail.com">ceoimphalsmartcity@gmail.com</a>
4	Estimated Project Construction Cost	Rs 238.45 Crore
5	Institutional Structure for Implementation	In case of Consortium or foreign entity, mandatorily form a Special Purpose Company (SPC) under Companies Act, 2013. Single bidder may choose to form an SPC.
6	Concession Format	Design – Build – Finance- Operate – Transfer (D.B.F.O.T.) Basis – For Commercial Complex Design – Build – Finance-Transfer (D.B.F.T.) Basis – For MLCP
7	Earnest money/ Proposal Security/Bid security	Amount of Proposal Security shall be Rs. 47690000/- (Rupees Four Crores, seventy six lakh and ninety thousand only) This security will be submitted in form of bank guarantee (BG) as per section (7.10) of the RFP
8	Tender Fees	Rs 10,000/- (Non-Refundable)
9	Bidding Parameter	The bid evaluation is comprised of 2 stages- Technical bid & price bid evaluation. The Bidder quoting the maximum offer in price bid payable to ISCL in terms of “one-time upfront lease premium” subject to a minimum of Rs 23.51 Cr (Rupees twenty-three crore & fifty-one lakh).

REQUEST FOR PROPOSAL FOR DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis)  
AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANLAPAT

10	Performance Security (Construction Period)	Rs 7.15 Crore (Rupees Seven crore Fifteen lakhs only). This security will be submitted in form of bank guarantee (BG) as per format in schedule L of the concession agreement and it will be returned as per Article 9 of the draft CA after successful Construction period
	Performance Security (Operation & Maintenance)	Rs 2.58 Crore (Rupees Two Crores and Fifty-Eight lakhs only) for the first initial three years after COD. The same needs to be renewed for every 3 years and the amount will be increased at the rate of 5% per annum after every 3 years during the entire tenure of the Concession Period. This security will be submitted in form of bank guarantee (BG) as per format in schedule M of the concession agreement and it will be returned as per Article 9 of the draft Concession Agreement.
11	Name of the Contact Person	Japheth Chawang Mo: 9862233806
12	Signing of Concession Agreement	With the CEO, ISCL
13	Concession Period	40 years (including 3 years Construction Period) extendable for a period not more than 30 (thirty) years on <b>“First Right of Refusal”</b> basis, subject to no default by the Concessionaire after satisfactory performance, including construction period of 36 months
14	Construction Period for Multi-Level Car Parking and Commercial Complex Project	36 (Thirty-Six) months
15	Mandatory Components	MLCP - As per Scope of Work Minimum parking space for 400 cars (ECS) and 200 Nos of two-wheeler parking and other site related infrastructure like road, water supply, power distribution, sewerage etc.

### 3. SALIENT INFORMATION

Following are the salient aspects of information regarding this bid document (RFP):

- i. This bid document comprises the following:
  - a. Information to Bidders (RFP Document- Vol I)
  - b. Draft Concession Agreement (RFP Document- Vol II)

#### 4. ABBREVIATIONS

<b>BEC</b>	Bid Evaluation Committee
<b>COD</b>	Commercial Operation Date
<b>EMD</b>	Earnest Money Deposit
<b>EOI</b>	Expression of Interest
<b>EPC</b>	Engineering, Procurement and Construction
<b>ECS</b>	Equivalent Car Space
<b>FDI</b>	Foreign Direct Investment
<b>FAR</b>	Floor Area Ratio
<b>GOI</b>	Government of India
<b>GOM</b>	Government of Manipur
<b>Ha.</b>	Hectare or Hectares
<b>ISCL</b>	Imphal Smart City Limited (ISCL)
<b>LCM</b>	Lead Consortium Member
<b>LOI</b>	Letter of Intent
<b>LOA</b>	Letter of Award
<b>MOU</b>	Memorandum of Understanding
<b>RFP</b>	Request for Proposal
<b>SPV</b>	Special Purpose Vehicle

#### 5. DEFINITION

##### 5.1. MLCP

“MLCP” shall mean the equivalent area to accommodate 400 ECS (for 4-wheeler) + 200 two-wheeler plus the area for movement and circulation (including lifts, ramps, etc.), all provisions of parking management system plus the common area as per NBC 2016 guidelines and its entire infrastructure.

##### 5.2. Commercial Complex

“Complex” shall mean the entire commercial space developed in the area including the buildings, MEP systems, all common areas as per NBC 2016 guidelines and external areas of the Project, except the MLCP.

##### 5.3. Project

“Project” shall mean Development of Multi Level Car Parking (MLCP) (On DBFT Basis) and Commercial Complex (On DBFOT Basis) at Kanglapat in Imphal more specifically as mentioned under Clause 5.2 of Section 5.

##### 5.4. Associates

For Bidding Company or a Consortium Member, only those entities would be “Associates” who control and is controlled by or is under the common control with such applicant/consortium member.

## **5.5. Authority**

Imphal Smart City Limited is called as Authority

## **5.6. Bid Document**

“Bid Document” shall mean any document issued by Imphal Smart City Limited (ISCL) as part of the Bid Process.

## **5.7. Bid Process**

“Bid Process” shall mean various activities taken up by Imphal Smart City Limited (ISCL) leading up to the selection of the Successful Bidder/s.

## **5.8. Bidder(s)**

“Bidder(s)” shall mean Bidding Company or Bidding Consortium that has submitted a Proposal in response to this RFP Document.

## **5.9. Bidding Company**

“Bidding Company” shall mean an entity (Public or Private Limited) registered under the Companies Act, 2013 or equivalent International law satisfying the basic eligibility criteria of bidding.

## **5.10. Bid Validity Period**

“Bid Validity Period” shall mean the period stipulated in Clause 6.13 of Section 6 of this RFP Document, for which the Proposal submitted is valid.

## **5.11. Bank**

“Bank” shall mean any Schedule Bank whose net worth is not less than Rs. 1000 crores as on 31st March 2021.

## **5.12. Consortium**

“Consortium” shall mean Group of Entities that have jointly submitted the proposal for the project.

## **5.13. Consortium Member**

Each entity in the Bidding Consortium shall be referred to as a Consortium Member.

## **5.14. Concessionaire**

Concessionaire shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals

**5.15. Earnest Money Deposit**

“Earnest Money Deposit or Bid Security” shall have the meaning as referred in Section 7.10 of this document.

**5.16. Effective Date**

“Effective Date” means the date on which all the Conditions Precedent are satisfied or waived in writing by both the Parties as per the Concession Agreement.

Relevant Act as applicable has to be provided along in Envelope A with extract of relevant sections attached to the Act.

**5.17. Floor Area Ratio**

Floor Area Ratio means the quotient of the floor space excluding the area Multilevel car Parking and basement from that can be constructed in a plot to the plot area. FAR = Total covered floor area on all floors/ Plot area

**5.18. Financial Bid / Financial Proposal**

“Financial Bid / Financial Proposal” shall mean the information submitted as per Appendix 15 of this document.

**5.19. Good Industry Practice**

Good Industry Practice shall mean practices, methods, techniques and standards as changed from time to time that are generally accepted for use in the infrastructure, construction and real estate industry or any other good industry practice which is relevant to the said project.

**5.20. Lead Member / Lead Consortium Member (LCM)**

In case of a Bidding Consortium, the Lead Member / Lead Consortium Member (LCM) shall be that Consortium Member vested with the prime responsibility of developing the Project and holding not less than 51% stake in the consortium.

**5.21. Letter of Acceptance**

“Letter of Acceptance” shall have a meaning as referred in Appendix 13 of this Document. It means Letter submitted by the bidder accepting the Award or Intention to Award the Project to the bidder.

**5.22. Letter of Commitment**

“Letter of Commitment” shall have a meaning as referred Appendix 14 of this Document.

**Project Site** shall mean the area as given in SCHEDULE A.

**5.23. Proposal**

“Proposal” shall mean the Financial Proposal to be submitted by the Bidders in response to this Request for Proposal, unless the context specifically refers to a Techno-Commercial proposal and its sub-proposal (i.e. Technical Proposal and / or Financial Proposal) in which case, “Proposal” shall refer to such sub-proposal.

**5.24. Proposal Due Date**

“Proposal Due Date” shall have the same meaning as referred to in Clause 6.17 section 6 of this Document.

**5.25. Responsiveness / Non-responsive**

“Responsiveness / Non-responsive” shall mean as referred in Clause 6.25 of Section 6 of this document.

**5.26. Request for Proposal (RFP)**

“Request for Proposal” shall mean this document inviting the submission of “Proposal” to Design, Build, Finance, Operate and Transfer of Commercial Complex and Design, Build, Finance and Transfer of Multi level Car Parking (MLCP) at Kanglapat in Imphal.

**5.27. Selection Process**

“Selection Process” shall have the same meaning as the 'Bid Process'.

**5.28. Subsidiary/Subsidiaries**

For a Bidding Company or a Consortium Member, Subsidiary / subsidiaries shall mean only those entities in which the Bidding Company / Consortium Member” hold(s) more than 50% of the voting securities directly.

**5.29. Successful Bidder**

The Successful Bidder shall mean the bidder who has been issued Letter of Intent by ISCL, Imphal, and Letter of Award by ISCL indicating him as the Successful Bidder.

## **6. Introduction**

### **6.1. Background**

**Imphal Smart City Limited (ISCL)**, a special purpose vehicle (SPV) company is formed by Manipur State Government, as per guidelines of the Smart City Mission (SCM) of the Ministry of Urban Development (MoUD) and Government of India (GOI), for the Construction and Development of Infrastructure in the City. ISCL is also referred to as 'authority' in bid documents.

In order to meet the parking needs of the area, it is proposed to have a Multi-Level Car Parking (MLCP) facility using modern technology to accommodate at least 400 ECS and 200 two-wheeler parking at Kanglapat, Imphal. Imphal Smart City Limited (ISCL)/ Government of Manipur (GoM) has earmarked a land plot at Kanglapat, of area approximately 2.72 acres for Development of Multi-Level Car Parking (MLCP) with Commercial Complex Development under Public Private Partnership (PPP) mode.

The construction of the project is on Design-Build-Finance-Operate and Transfer (DBFOT) basis for the Commercial Complex and on Design-Build-Finance-and Transfer (DBFT) basis for the MLCP under which the developer will Design, Finance, Construct, Maintain and/or Operate the project for the entire Concession Period. However, for the MLCP portion, Concessionaire will hand over the completed facilities post issuing the completion certificate by the independent engineer and acceptance by the same by the authority and ISCL shall maintain and operate that facility.

### **6.2. Scope of the Project**

Government of Manipur (GOM) through Imphal Smart City Limited (ISCL) Imphal intends to undertake various infrastructure projects for implementation on Public Private Partnership (PPP) Mode under "Smart City Development Plan" scheme for Imphal city of the State.

Under this, a need to develop a MULTI LEVEL CAR PARKING (MLCP) and a Commercial Complex to accommodate at least 400 equivalent car space (ECS) and 200 Two-Wheeler parking at Kanglapat, Imphal has been identified. The tentative cost of the project is Rs. 238.45 Cr.+/- 10%.

The project site is located at Kanglapat, Imphal, with total land area of approximately 2.72 acres, will be provided for CONSTRUCTION OF MULTI LEVEL CAR PARKING (MLCP) and Commercial Complex under PPP mode.

The successful bidder shall Design, Build, Finance, Operate and Transfer (DBFOT) Commercial Complex and shall Design, Build, Finance and Transfer (DBFT) Multi-level Car Parking (MLCP) at Kanglapat and allied facilities on the land plot earmarked for the purpose over the concession period of 40 years (including construction period of 36 months), after which the facility will be transferred to the Authority. The MLCP shall be handed over to ISCL after commissioning (max. period of 36 months) and the commercial complex will be maintained and operated for the entire concession period, extendable to a maximum of another 30 years on "First Right of Refusal Basis". ISCL shall operate and maintain the MLCP for the entire Concession period.

The commercial complex will be maintained and operated for the entire concession period, extendable to a maximum of another 30 years on "First Right of Refusal Basis". ISCL shall operate and maintain the MLCP for the entire Concession period.

REQUEST FOR PROPOSAL FOR DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis)  
AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANLAPAT

Imphal Smart City Limited (ISCL), through this RFP, invites the Bidders to participate in the tender to Design, Build, Finance, Operate and Transfer the Multilevel Car Parking (MLCP) at Kanglapat in Imphal.

The successful bidder shall construct within 36 months following facilities and get all the necessary approvals for construction and commercial operations from the effective date:

It is proposed to develop a modern Multi-Level Car Parking with Retail/ Commercial Complex facilities at the above-mentioned site. The same shall be available for the Project with “**Scope of Work**” as given below, while complying with applicable laws, including but not limited to the local building by-laws:

- Preparation of Detailed Project Report (“DPR”) including detailed design, technical specification, and cost estimates for the Project. It is clarified that separate DPR should be prepared and submitted in soft copy (Pen drive written) & 5 hard copies for approval of the ISCL. The concessionaire will vet the Detailed project report, Drawing, Design and costing etc. related with project from IIT/NIT and related cost will be borne by concessionaire. The vetted report will be submitted to authority for further approval.
- The project should have minimum 400 ECS (Equivalent Car Space) parking capacity and 200 Two-wheeler parking for the Public Parking to be handed over to ISCL or its legal successor, including suitable provisions for electric charging for 4 wheelers and 2 wheelers.
- Construction of public conveniences at the MLCP as may be notified by the Authority
- Construction of car parking areas with demarcated parking slots.
- Construction of Commercial Complex as permitted by applicable law, including but not limited to local building by-laws.
- Provide a contiguous built-up area, along with all related facilities/ utilities/ infrastructures to be developed in MLCP-cum-Commercial Complex.
- The site shall be planned for effective traffic circulation so as not to disrupt it any time all through the construction and O & M phase of the concession period. This includes, but not limited to, use of adequate barricading of area, caution tapes, necessary warning boards, staff, etc. to maintain uninterrupted safe normal working around the site.

To meet the above requirements, the Bidder shall have the full right to design the respective Site as a whole, with above noted conditions.

Under the Design, Build, Finance, Operate & Transfer (DBFOT) model of working, the selected bidder, called concessionaire, delivers his services with his resources during concession period made up of above five stages of project development for creation of the desired asset.

The obligations of the concessionaire and the authority may be seen in the articles 5 and 6 of the concession agreement to be signed between the successful bidder and the authority.

The Successful Bidder shall be required to submit five (5) copies of DPR for Multi-Level Car Parking- cum-Commercial Complex at **Kanglapat, Imphal**, to the Authority for vetting. The Authority would perform quality check and certify the Project post completion.

The Successful Bidder shall develop the site and make available revenue share to AUTHORITY in lieu of the development rights granted for the Project for “Concession Period” and at the end of the Concession Period, the Project will be transferred back to the Authority, in accordance with the provision of the Concession Agreement that will be executed in the format prescribed by the Authority.

REQUEST FOR PROPOSAL FOR DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis)  
AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANLAPAT

The Bidder should note that there will be no transfer in title to the land on which the Project is being developed. The land comprising the Site of Project shall continue to vest with the Authority or the relevant Government agency or Imphal Smart City Limited, as the case may be.

The Bidders must note that they would be required to follow the applicable law for construction and development of the Project, including local building by-law requirements regarding floor area ratio, ground coverage, minimum parking requirement, and other statutory rules/regulations and other prevalent applicable regulations.

The Authority shall hand over the encumbrance free site and shall also change the land use before handing over the same to the Bidder. The demolition, removing and clearing of all existing buildings, trees and utilities are also the scope of concessionaire. Before starting demolition and clearing works of existing site, Concessionaire will submit a demolition plan to Authority and after approval they will start the work. Cost of all site clearing works will be borne by concessionaire.

### **6.2.1. Instructions to Bidders**

**6.2.1.1.** The Bidder should note that there will be no transfer in title to the land on which the Project is being developed. The land comprising the Site of Project shall continue to vest with the Authority or the relevant Government agency or Imphal Smart City Limited, as the case may be.

The Bidders must note that they would be required to follow the applicable law for construction and development of the Project, including local building by-law requirements regarding floor area ratio, ground coverage, minimum parking requirement, and other statutory rules/regulations and other prevalent applicable regulations.

**6.2.1.2.** The proposed Site is considered suitable for commercial development given its location, size and connectivity. The Concessionaire is encouraged to develop a Commercial Complex as per his plan on the site and to use his ingenuity to maximize the value from the property and factor the same in the Proposal submitted. Provided that any such development shall be subject to the Concessionaire obtaining the requisite approvals under the applicable law including the local building by-laws

**6.2.1.3.** Bidders are required to carry out their own due diligence for the potential revenue generated from the commercial building, commercial built-up area and advertisement rights from development of the Project, including site visit and carrying out its own surveys and investigations in Kanglapat, Imphal. The land figures, data and sketches given in the RFP, Concession agreement & other bid documents are not of binding nature, but for the guidance only. The Authority shall not take any kind of responsibility whatsoever for the revenue generated from the aforesaid sources.

**6.2.1.4.** The Authority proposes to select a Successful Bidder for taking up the development of the aforesaid Project in DBFOT mode for Commercial Complex and DBFT mode for MLCP in KANGLAPAT, IMPHAL in accordance with the provisions of the Concession Agreement, which shall have a predetermined Concession Period starting from the date conditions precedent specified in the Concession Agreement are satisfied (such date being hereinafter referred to as the "Compliance Date").

**6.2.1.5.** The proposed site at KANGLAPAT, IMPHAL shall be licensed or given rights to the Concessionaire for the purpose of development of the Project. The Concessionaire shall develop the Project and thereafter, operate and maintain restricted for commercial complex

REQUEST FOR PROPOSAL FOR DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis)  
AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANLAPAT

throughout the Concession Period. The act of granting permission to develop the Project at the Site and to sub - license the use of the Project Facility or any part thereof shall not vest or create any proprietary interest in the Site or the infrastructure comprising the Project, or any part thereof including any permanent fixtures, fittings, etc. installed at the location of the Site in favor of the Concessionaire or any sublicensed(s).

**6.2.1.6.** The Concessionaire shall be entitled to sub - license the built-up space in accordance with the provisions of the Concession Agreement, and any guidelines or procedures prescribed by the Authority in this regard from time to time.

**6.2.1.7.** The design, sizing calculations and engineering assumptions given in the DPR are indicative and the Concessionaire needs to submit the Detailed Design, Structural Calculations and Drawings including the Architectural Plans, Structural Drawings, Elevations, Section etc., as per the applicable Local Building Byelaws, Norms, NBC 2016, Standards, IS Codes and relevant codal provisions, etc. of the Project Facility duly vetted by IIT/NIT for execution of Project.

**6.2.1.8. End of the Concession**

At the end of the Concession Period, by efflux of time or premature termination for any reason whatsoever, all rights given under the Concession Agreement shall cease to have effect and the possession of the Site and the entire assets of the Project including all infrastructure and facilities developed in relation thereto shall transfer back to the Authority at no cost to the Authority. All the immovable assets attached to the Project/Project Site shall revert to the Authority without any obligation on the Authority to pay or adjust any consideration or other payment to the Concessionaire.

**6.2.2. Development Envisaged**

**6.2.2.1.** The concessionaire shall have first to prepare, submit and seek prior approval on the detailed project design for the said project as per his work strategy. The nature of the activities and facilities that may be allowed at the proposed Sites, for consideration in preparing design and detailed project report (DPR) and obtaining necessary prior approvals and permissions from regulatory bodies include

- Construction of Ramped Based Multi-Level car parking (MLCP) providing for such area of space for the Authority as may be notified by the Authority
- Project should have minimum 400 ECS (Equivalent Car Space) and 200 two-wheeler parking capacity for the Public Parking, along with provision for charging for Electric vehicle batteries.
- Construction of public conveniences at the MLCP as may be notified by the Authority
- Construction of Commercial Complex as permitted by applicable law, including but not limited to local building by-laws.
- Provide a contiguous built-up area, along with all related facilities/ utilities/infrastructures to be developed in MLCP-cum-Commercial Complex.
- Indicative product mix for Commercial Complex may include.
  - Retail shops/ showrooms/ shopping mall
  - Hotel/ restaurants/ food court
  - Banks and ATMs
  - Office spaces for commercial organizations
  - Multiplex

REQUEST FOR PROPOSAL FOR DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis)  
AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANLAPAT

- 6.2.2.2. Project for other activities, which are not envisaged in the RFP, only after prior written approval of the Authority. The decision of the Authority to allow or disallow such use shall be final in this regard.
- 6.2.2.3. Area earmarked for the Project shall be utilized for the development of Multi-Level Car Parking, and commercial complex including as defined, but not limited to, in schedule B of the concession agreement. It would be responsibility of the Concessionaire to develop the other facilities which are required for creation of a complete state-of-the-art Multi-Level Car Parking. The Concessionaire shall adhere to the minimum standards laid down by the Authority in concession agreement & its schedule H for the Multi-Level Car Parking.
- 6.2.2.4. The development of the “Multi-Level Car Parking-cum-Commercial Complex” shall be achieved in a phased manner. The Concessionaire would be required to construct the Multi-Level Car Parking amenities along-with all related facilities/ utilities/ infrastructure etc. within thirty-six months from the Compliance Date (the “**Construction Period**”) which should be ready to use in all respect. The Authority shall not unreasonably interfere with the internal layout of the Commercial Complex, proposed by the Concessionaire, except the area where the Multi-Level Car Parking is constructed. As for the Commercial Complex, the Concessionaire shall have the freedom to construct the same according to the demand and market feasibility to be assessed by him independently.
- 6.2.2.5. The Multi-Level Car Parking-cum-Commercial Complex to be developed by Concessionaire must conform to the existing building regulations and by laws of the local authorities at its own cost. The responsibility to get all the necessary permits and approvals for the above shall lie solely with the Concessionaire. All approval & necessary permission related cost shall be borne by Concessionaire. Authority will only assist to procure the same expect land conversion for the proposed development)

### 6.2.3. Concession period

In general, concession period is the span of time granted by the Authority to the private sector within which the private sector is responsible for the financing, construction, operation & maintenance of a project. This is 40 years with extendable of maximum 30 (thirty) years on “**First Right of Refusal**” basis after satisfactory performance, maximum, including construction period of 36 months.

### 6.2.4. Revenue Streams from the Project

The revenue streams from the Project will be generated by both the Multi-Level Car Parking and the Commercial Complex as specified in section 5.2.4.1 & 5.2.4.2 below.

#### 6.2.4.1. Revenue streams from the operations of the Multi-Level Car Parking:

Not Applicable

#### 6.2.4.2. Revenue Stream from Commercial Complex

In addition to Article 5.2.4.1 of this RFP document, the revenues will be generated from the Commercial Complex. The Concessionaire should be able to generate revenues, based on his independent risk analysis, from the commercial rentals & premium, advertisements etc. in compliance with the applicable law.

REQUEST FOR PROPOSAL FOR DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis)  
AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANLAPAT

The Concessionaire would have the flexibility to charge rentals from the commercial spaces licensed to the third party. However, the Concessionaire shall not have the right to out-rightly sell any facility to third party / any person.

**6.2.5. Statutory Clearances (Including those defined, but not limited to, in “Applicable permits” in article on “Definitions” in Concession agreement.)**

- a. Commercial development is permissible on the Site. However, the Concessionaire is required to adhere to the development control norms as per the prevailing Building Bye- laws of IMC and all building design, fire & safety, structural and MEP services as per National Building Code NBC 2016 and its amendments. The Concessionaire shall at its sole cost obtain the applicable clearances and sanctions from competent statutory authorities for building plans, utilities, firefighting, electric connection/ sub-station, environmental clearance, etc. It is to be clearly understood that all such clearances are to be obtained by the Successful Bidder, including payment of necessary fees & expenditures and the Authority may only provide assistance, wherever possible, on best effort basis without any binding obligation.
- b. The Concessionaire shall plan and install fire-detection, fire-alarm and fire-fighting system and obtain necessary NOC/approval from competent authority on design and installation of the same. Such fire-fighting arrangements should conform to the National Building Code of India, 2016 and other rules and regulations, as applicable with all amendments from time to time.
- c. Concessionaire shall be fully responsible for the safety & security of all persons entering into the project area during concession’s construction & operational phase. It is including, but not limited to, taking all precautionary actions like deployment of adequate resources, staff, warning signs, messages, caution tapes, barricading, etc. to maintain safety & security. If during the Concession Period any loss of property and/or life takes place, the loss and amount of the same shall be borne entirely by the Concessionaire and the Authority shall not be liable for any such claims. The Concessionaire shall be responsible for the payments arising out of any third-party claims. The Concessionaire is advised to procure insurance for meeting such liabilities at his own cost.

**6.2.5.1.** If during the Concession Period any loss of property and/or life takes place, the loss and account of the same shall be borne entirely by the Concessionaire and the Authority shall not be liable for any such claims. The Concessionaire shall be responsible for the payments arising out of any third-party claims. The Concessionaire is advised to procure insurance for meeting such liabilities at his own cost.

**6.2.6. Development Parameters to be followed**

Bidders shall consider the local planning regulation for the development parameters in the concerned Bid projects and should strictly adhere to the local planning regulation while preparing their designs. As per the local state laws, parking spaces would not be accounted for the calculation of FAR.

**6.2.7. Assignability and Encumbrances**

**6.2.7.1.** Except for leasing / sub-leasing/ the use of the built space and facility as per the terms of the Concession Agreement, the Concessionaire shall not be entitled to assign any of his rights, or interests in this Agreement in favor of lenders/ financial institutions at any time, for raising

REQUEST FOR PROPOSAL FOR DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis)  
AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANLAPAT

finance for the Project.

**6.2.7.2.** However, under no circumstances, the land or Site shall be mortgaged, charged or otherwise any lien (including negative lien), charge or encumbrance be created or agreed to be created in favor of any person, including lenders / financial Institution(s) / banks.

**6.2.8. Minimum Development Obligations (Essential Facilities):**

- Multi-level Car Parking (MLCP) facility for 400 ECS & 200 two-wheeler parking.
- Multi-level Car Parking (MLCP) facility shall be designed as per the requirement of the project. The use of standards and specifications for use of material, construction technology and operations shall adhere to the national and international set of specifications and the best practices in the industry.
- All necessary facilities like power distribution system within the site, drinking water, toilets, DG sets, Firefighting facility, security, IT/ICT smart features should be provided in the project.
- Parking area whether provided in the basement or above ground will not be included in the FAR.
- While undertaking development of the Project, the Successful Bidder shall adhere to latest amended National Building Code of India or other relevant IS Codes and practices or equivalent international codes, Development Control Regulations, FAR Limits, statutory requirements, laws of land, the principles of good industry practices and any other norms as applicable from time to time.
- Site clearance and cordoning off the site; providing and deputing of Security including Dismantling of existing structures if any, cutting of trees, removal of debris etc.
- .The successful bidder shall be responsible for all the clearances as may be required for the development and operations of the project. The project shall be ready for operation after taking all the clearance(s) within 36 months of the effective date.
- Obtain all the required Clearances from the Competent Authorities for the Project. Responsibility of taking all necessary approvals of construction, demolition and reconstruction lies with the Concessionaire. Nevertheless, the Authority without any binding obligation may provide any reasonable assistance upon written request from the Concessionaire Site & site related infrastructure works like internal road, water supply system, sewerage, power distribution etc
- Transfer of the Project Site, Commercial Complex, including other developments free from all encumbrances and all assets in working condition at zero cost, to the Authority, at the end of the Concession Period
- In addition to the above-stated Scope of Work, the Concessionaire shall adhere to all the terms & conditions set forth in this Concession Agreement and the Schedules hereof
- Design, Drawings & Rate vetting of the project shall obtain from IIT/NIT.

**6.2.9. Revenue Streams**

The Developer/ Private Operator will be able to recover its investment through the following indicative streams of revenue:

- Lease Rentals from commercial complex.
- Maintenance Charges from the users of the commercial facilities

- Advertisement Rights

### **6.3. Cost of the Project**

The estimated construction cost of the project is Rs 238.45 Crores.

### **6.4. Commercial Consideration**

In consideration of the designated plot of land given on lease for a period of 40 years, the successful bidder shall pay, to the Authority, the one-time lease premium amount quoted within 60 days (financial closure date) from the date of signing of the concession agreement.

The commercial complex will be on concession period for 40 years initially, extendable up to a maximum of 30 years on "First Right of Refusal" basis which shall be in accordance with the Concessionaire Agreement.

#### **6.4.1. CONCESSION FEE**

In consideration of the grant of Concession under this Agreement, the Concessionaire shall pay an upfront one-time quoted lease premium subject to a minimum of Rs 23.51 Cr (Rupees twenty-three crore & fifty-one lakh) + Total Constructed area of Multi level Car parking with site related infrastructure.

### **6.5. Project Implementation Mechanism**

The successful bidder in case of a consortium shall form a Special Purpose Vehicle (SPV) in the form of limited company under Companies Act, 2013, registered in Manipur for the purpose of implementation of the project. The Concession Agreement shall be signed between the SPV and ISCL. In case, the successful bidder is a single entity, the Concession Agreement shall be signed between the Single Entity and ISCL. No SPV shall be formed in case Single Entity is the Successful Bidder.

### **6.6. Delay in commercial operations**

If the commercial operations for the Project are not achieved within the stipulated time period for reasons not attributable to the Concessionaire, the Authority shall determine any extension of the dates set forth in the commercial operations time schedule to which the Concessionaire is reasonably entitled. The Authority shall extend such dates and the Concession Period shall be deemed to be extended by a period equal in length to the period extended.

- 6.7. The ISCL shall facilitate the Concessionaire in getting clearances and approvals from any agency from within and outside the state.

## 7. INFORMATION AND INSTRUCTION TO BIDDERS

### 7.1. Scope of Application

7.1.1. ISCL wishes to receive Applications from experienced and capable Bidders for proposal in respect of the Project.

### 7.2. Eligible Bidders

7.2.1. The Bidder may be a single company or a group of maximum 3 companies (hereinafter referred to as Consortium), coming together to implement the Project. The term Bidder used hereinafter would therefore apply to both a single entity and/or a Consortium.

7.2.2. The Bidder should submit a Power of Attorney as per the format enclosed at Appendix 1A, authorizing the signatory of the Application to commit the Bidder.

7.2.3. Applications submitted by a Consortium should comply with the following additional requirements:

- a. Number of members in a consortium would be limited to maximum of **three**.
- b. The Application should contain the information required for each member of the Consortium
- c. The purchaser of the RFP document must be the Bidder itself or member of the consortium submitting the application.
- d. An individual Bidder cannot at the same time be member of a Consortium applying for this Project. Further, a member of a particular Consortium cannot be member of any other Consortium applying for this Project; an undertaking towards this end needs to be submitted by all members.
- e. Members of the Consortium shall nominate one member as the Lead Member. The nomination shall be supported by a Power of Attorney as per the format enclosed at **Appendix 1B**
- f. Members of the Consortium shall enter into a Memorandum of Understanding (MOU) as per the format enclosed at **Appendix 10** and duly notarized for the purpose of making the Application and submitting a Proposal. The MOU shall, inter alia:
  - g. Convey the intent to form a Special Purpose Vehicle with shareholding commitment(s) as stipulated in this document, which would enter into the Concession Agreements and subsequently carry out all the responsibilities as Concessionaire in terms of the Concession Agreement, in case the Concession to undertake the Project is awarded to the Bidder.
  - h. Clearly outline the proposed roles and responsibilities of each member in case of Consortium at each stage,
    - i. Commit the minimum equity stake as stipulated, and
    - ii. Include a statement to the effect that all members of the Consortium shall be liable jointly severally for the execution of the Project in accordance with the terms of the Concession Agreement.
    - iii. In case of consortium, the Lead Member shall hold at least 51% share in the shareholding.

The other members of the consortium shall hold a minimum of 11% share each in the shareholding.

7.2.4. Notwithstanding anything stated elsewhere in this document, ISCL shall have the right to seek

REQUEST FOR PROPOSAL FOR DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis)  
AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANLAPAT

updated information from the Bidders to ensure their continued eligibility. Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to ISCL. Bidder may be disqualified if it is determined by the ISCL, at any stage of the process, that the Bidder will be unable to fulfill the requirements of the Project or fails to continue to satisfy the Eligibility Criteria. Supplementary information or documentations may be sought from Bidders at any time and must so be provided within a reasonable time frame as stipulated by ISCL.

**7.2.5.** Any entity which has been barred or disqualified either by GOI or GOM or their Departments or agencies from participating in projects and such disqualification subsists as on the Application date, would not be eligible to submit an Application, either individually or as member of a Consortium. Bidder to submit an affidavit to this effect.

**7.3. Changes in Consortium Composition**

After submission of RFP, change in the composition of the Consortium shall not be allowed.

**7.4. Number of Applications**

Each Bidder shall submit only one (1) Application in response to this RFP. Any Bidder, which submits or participates in more than one Application will be disqualified and will also cause the disqualification of the Consortiums / Bidder of which it is a member as the case may be.

**7.5. Application Preparation Cost**

The Bidder shall be responsible for all of the costs associated with the preparation of its Application and its participation in the Selection process. ISCL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the qualification process

**7.6. Project Inspection and Site Visit**

**7.6.1** It is desirable that each Bidder submits its Application after inspecting the sites; and ascertaining for itself the location, surroundings, access, transport, right of way or any other matter considered relevant by it.

**7.6.2** Site visit may be facilitated by ISCL. A prospective Bidder may notify ISCL in writing 3 days prior to planned visit. ISCL would endeavor to facilitate the site visit depending upon the availability of the concerned officials.

**7.6.3** It would be deemed that by submitting the Application, Bidder has:

- (a) Made a complete and careful examination of the RFP and
- (b) Received all relevant information requested from ISCL.

**7.6.4** ISCL shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

**7.6.5 Professional Fees**

The Successful Bidder shall bear the professional fees charges for getting structural safety certificates at different stages of construction as per Authority's requirements and quality certification of final Project.

## **7.7. Right to Accept or Reject any or all Applications**

**7.7.1** Notwithstanding anything contained in this RFP, ISCL reserves the right to accept or reject any Application and to annul the bidding process and reject all Applications / Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

**7.7.2** ISCL reserves the right to reject any Application if:

- (a) At any time, a material misrepresentation is made or uncovered, or
- (b) The bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Application.

Such misrepresentation / improper response would lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium would be disqualified / rejected.

## **7.8. Contents of RFP Document**

The RFP Document comprises the contents as given in the Table of Contents and would additionally include any Addenda issued in accordance with the provisions of this Document.

## **7.9. Clarifications**

Interested parties may address their queries relating to the RFP Document by email only at [ceoimphalsmartcity@gmail.com](mailto:ceoimphalsmartcity@gmail.com). The queries should reach the above latest by 17:30 hrs. on 18.01.2022.

ISCL would endeavor to respond to the queries by the date mentioned in the Schedule of Bidding Process. The responses will be uploaded on the tendering portal <https://manipurtenders.gov.in>

## **7.10. Amendment of RFP**

**7.10.1.** At any time prior to the deadline for submission of Application, ISCL may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFP Document by the issuance of an Addendum.

**7.10.2.** Any Addendum thus issued will be uploaded on <https://manipurtenders.gov.in>

## **7.11 Language**

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

## 7.12 Currency

The currency for the purpose of the Application shall be the Indian Rupee (INR). The conversion to Indian Rupees shall be clearly indicated in the Appendix 4. In all such cases, the original figures in the relevant foreign currency and the INR equivalent thereof must be given. **The exchange rate(s) applied shall be clearly stated.** The conversion to Indian Rupees shall be based on the closing exchange rate published by the Reserve Bank of India as on 06<sup>th</sup> January 2022. ISCL reserves the right to use any other suitable exchange rate for the purposes of uniform evaluation for all Bidders.

## 7.13 Validity of Application

Applications shall remain valid for a period not less than 180 days from the Application Due Date. ISCL reserves the right to reject any Application, which does not meet this requirement.

## 7.14 Format and Signing of Application

**7.14.1** The Bidder would provide all the information as per this RFP Document. ISCL would evaluate only those Applications that are received in the required format and are complete in all respects.

**7.14.2** The Application shall be typed or written in indelible ink and each page shall be initialed and stamped by the Bidder. All the alterations, omissions, additions, or any other amendments made to the Application shall be initialed by the person(s) signing the Application.

## 7.15. The Technical Proposal shall contain:

- 1 Power of Attorney for the signing authority as per the format enclosed at **Appendix 1A**,
- 2 Power of Attorney for the Lead member of the consortium as per the format enclosed at **Appendix 1B**, in case of Consortium.
- 3 Bidder details (**Appendix 2**)
- 4 Application in the prescribed format (**Appendix 3**) along with supporting documents.
- 5 Completed Format for Experience as in **Appendix 4** (BRS 1 to 2), along with supporting documents.
- 6 Completed Format for Financial Capability Evaluation as in **Appendix 5** (BRS3 &4) and **Appendix 7**, along with supporting documents.
- 7 Format of Anti collusion certificate as in **Appendix 8**.
- 8 Format of Project Undertaking as in **Appendix 9A**.
- 9 In case of a Consortium, an undertaking from each member of Consortium certifying that it is an exclusive member of that particular consortium alone and not a member of any other consortium nor an independent Bidder, bidding for this project and has submitted only one (1) Application in response to this RFP. (**Appendix 9B**)
- 10 MOU in case of a Consortium (**Appendix 10**);
- 11 Earnest Money Deposit
- 12 Letter of Acceptance as per **Appendix-13**
- 13 Letter of Commitment as per **Appendix-14**
- 14 Documentary evidence, if applicable, relating to experience of group companies/associates as per clause 8.1.2.

Please note that Imphal Smart City Limited (ISCL) retains the right to ask for any further information/ clarification during the Bid Process.

**7.16. Submission of Bid:**

Bid shall be uploaded E-Procurement Portal (<https://manipur.tenders.gov.in>)

**7.17. Application Due Date – Refer page No.3**

**7.18. Late Applications**

NO late submissions shall be entertained whether in physical hard copy bid submission or in the E- Procurement Portal late Applications will not be accepted once the deadline is over for submission of tender

**7.19. Modifications/ Substitution/ Withdrawal of Proposals**

The Bidder may modify, substitute or withdraw its Proposal after submission till the deadline for the submission of tender.

**7.20. Evaluation of Application - Due Date**

ISCL would open the Applications after 1730 hours IST on the Application Due Date mentioned in the Schedule of Bidding Process, for the purpose of evaluation.

**7.21. Evaluation of Application - Criteria**

ISCL would subsequently examine and evaluate Applications in Accordance with the criteria set out in Section 8.

**7.22. Evaluation of Application - Supporting Documents**

ISCL reserves the right to call for supporting documentation to verify the data provided by Bidders, at any time during the bidding process. The Bidder in such cases would need to provide the requested clarification / documents promptly and within the stipulated time failing which the Bidder is liable to be disqualified at any stage of the bidding process.

**7.23. Evaluation of Application - Right to Reject**

ISCL reserves the right to reject any Application if:

- (a) At any time, a material misrepresentation is made or uncovered; or
- (b) The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Application.

**7.24. Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. ISCL will treat all information submitted as part of Application in confidence and would require all those who have access to such material to treat the same in confidence. ISCL will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

## 7.25. Tests of responsiveness

**7.25.1** Prior to evaluation of Applications, ISCL will determine whether each Application is responsive to the requirements of the RFP. An Application shall be considered responsive if the Application:

- is received by the Application Due Date (Clause 2.16) including any extension thereof pursuant to Clause 2.17
- is accompanied by MOU in case of a Consortium (Appendix 10), if applicable, duly supported by Board resolution and charter documents
- Contains information required as per Appendix 3, 4(BRS 1 to 2), 5(BRS 3 to 4) and 7.
- It is accompanied by a valid Earnest Money Deposit.
- Letter of Acceptance as per **Appendix-13**
- Letter of Commitment as per **Appendix-14**
- Contains all the documents which were to be submitted as per the provisions of Section 6.15 of this Document.

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

## 7.26. Clarifications

To facilitate evaluation of Applications, ISCL may at its sole discretion, seek clarifications in writing from any Bidder regarding its Application.

## 7.27 Qualification and Notification

After the evaluation of Applications, ISCL would announce a list of successful Bidders (Bidders) who meet the Qualification Criteria. At the same time, ISCL would notify the other Bidders that their Applications have been unsuccessful.

## 7.28. RFP Documents

RFP Documents contain the following:

Volume I	Instruction to Bidders
Volume II	Draft Concessionaire Agreement & DPR for the project

The bidder has to conduct his own feasibility before submitting the bids.

## **8. GENERAL PROVISIONS**

### **8.1 Non-Discriminatory and Transparent Bidding Proceedings**

Imphal Smart City Limited (ISCL) shall ensure that the rules for the Bid Process for the Project are applied in a non-discriminatory, transparent and objective manner. Imphal Smart City Limited (ISCL) shall not provide to any Bidder, information with regard to the Project or the Bidding Process, which may have the effect of restricting competition.

### **8.2 Communication between Bidders and Imphal Smart City Limited (ISCL)**

All communication, unless specified otherwise, on these RFP Documents to Imphal Smart City Limited (ISCL) shall be addressed to:

**The Chief Executive Officer,**

Imphal Smart City Limited,  
City Convention Center,  
Palace Compound Imphal,  
Imphal – 795001

All communication to the Bidder shall be sent to the Authorized Representative & Signatory at the addresses mentioned in the covering letters to this RFP, unless Imphal Smart City Limited (ISCL) is advised otherwise.

### **8.3. Interpretation of Documents**

Imphal Smart City Limited (ISCL) will have the sole discretion in relation to:

- The interpretation of this RFP, the Proposals and any documentation provided in support of the Proposals; and
- All decisions in relation to the evaluation and ranking of Proposals, whether or not to request for any clarifications or additional information from Bidder in relation to its Proposal and the selection of the Successful Bidder.

Imphal Smart City Limited (ISCL) will have no obligation to explain its interpretation of this RFP, the Proposals or their supporting documentation and information or to explain the evaluation process, ranking process or the selection of the Successful Bidder.

### **8.4. Pre-Bid Conference**

The pre-bid conference shall be convened in the office of ISCL at Imphal on the date as per schedule for bidding to respond/clarify on questions & doubts from bidders.

Bidders may send their queries to the Authority by the date as stipulated in the Proposal Data Sheet in writing. All the Bidders will be sent the clarifications to queries received till the stipulated date. The queries received after the prescribed date will not be entertained by the Authority.

- The purpose of the Pre-Bid Conference will be to clarify and discuss issues with respect to the Project, the RFP or any other related issues.

REQUEST FOR PROPOSAL FOR DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis)  
AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANLAPAT

- The Bidder or his authorized representative is invited to attend a Pre-Bid Conference, which shall take place at the date and venue as prescribed in the Proposal Data Sheet
- It is advisable to attend the Pre-Bid Conference. Subsequent to the date of the Pre-Bid Conference, the Authority shall not respond to questions or inquiries from any Bidder.

## **8.5. Bidders**

**8.5.1** Bidders may send their queries to the Authority by the date as stipulated in the Proposal Data Sheet in writing. All the Bidders will be sent the clarifications to queries received till the stipulated date. The queries received after the prescribed date will not be entertained by the Authority.

- The purpose of the Pre-Bid Conference will be to clarify and discuss issues with respect to the Project, the RFP or any other related issues.
- The Bidder or his authorized representative is invited to attend a Pre-Bid Conference, which shall take place at the date and venue as prescribed in the Proposal Data Sheet
- It is advisable to attend the Pre-Bid Conference. Subsequent to the date of the Pre-Bid Conference, the Authority shall not respond to questions or inquiries from any Bidder.

## **8.6. Enquiries concerning the RFP / Draft Concession Agreement**

**8.6.1.** ISCL encourages a careful review of these RFP Documents and preparation of the observations/ comments by the Bidder. The Bidder should send their comments in writing.

**8.6.2.** Imphal Smart City Limited (ISCL) at its discretion, may respond to inquiries submitted by any Bidder. Such a response will be sent in writing to all the Bidders and will qualify as an "Addendum".

**8.6.3.** All inquiries should be submitted to the Imphal Smart City Limited (ISCL) in writing by e- mail to **ceoimphalsmartcity@gmail.com**

**8.6.4.** No interpretation, revision or other communication regarding this solicitation is valid unless in writing and is signed by an officer so designated by the Chief Executive Officer of Imphal Smart City Limited (ISCL). Written copies of Imphal Smart City Limited (ISCL) responses, including a description of the inquiry but without identifying its source, will be uploaded on the website and will qualify as an "Addendum"

## **8.7. Amendment of RFP**

**8.7.1.** On its own initiative or on the basis of the Pre-Bid Conference and any further discussions with any/ all Bidder(s), Imphal Smart City Limited (ISCL) may at its own discretion make changes in the technical/commercial parameters for the Project, which would be common for all the Bidders. Such changes in the technical / commercial parameters of the Project will qualify as an "Addendum".

**8.7.2.** The Addendum will be posted on the E-Procurement Portal & also in the website of Imphal Smart City Limited (ISCL) <http://imphalsmartcitylimited.com/> and will be binding on the bidders. Each such Addendum shall become part of the RFP Documents.

**8.7.3.** In order to offer prospective Bidders a reasonable time to take into account an Addendum while preparing their Proposals, or for any other reason, Imphal Smart City Limited (ISCL) may, at its discretion, extend the Proposal Due Date.

## **8.8. Submission of Bids**

### **8.8.1. Document Fee- as per E-Procurement Portal**

## **8.9. Bid Opening**

Bids shall be opened in the presence of Bidders' representatives, who choose to attend. Bidders' representatives attending the Bid Opening shall register to evidence their presence.

- The following information will be announced at the Bid Opening and recorded:
  - Bidder's names
  - Names of Consortium Members
- After the Bid Opening, information relating to the examination, clarification and evaluation of Bids and recommendations concerning the Bid Award shall not be disclosed.

## **8.10 Earnest Money Deposit**

- The Bidder shall submit an Earnest Money Deposit (EMD) for an amount as mentioned in the data sheet along with its Proposal. The original copy of the EMD shall be submitted to Imphal Smart City office after bid due date and before the technical bid opening.
- The Earnest Money Deposit shall be in the form of a Bank Guarantee in favour of Imphal Smart City Limited (ISCL), payable at Imphal.
- The EMD shall be valid for a minimum period of 90 days more than Bid Validity Period. Upon any extension of the Bid Validity Period, the validity of the EMD shall be extended by the corresponding period.
- Imphal Smart City Limited (ISCL) shall have the right to reject the Proposal, which does not include the Earnest Money Deposit as non-responsive.
- The EMD of Unsuccessful Bidders, except the second successful bidder will be returned within a period of ten (10) days from the date of acceptance of Letter of Intent by the Successful Bidder. However, the EMD of second successful bidder shall be returned on signing of the concession agreement by the successful bidder.
- The EMD of the Successful Bidder shall be returned on submission of Performance Security by the Successful Bidder to the Authority as per Section 7.11.2 of this RFP Document.

In addition to the above, Imphal Smart City Limited (ISCL) will promptly release EMD of all the Bidders in the event Imphal Smart City Limited (ISCL) decides to terminate the Bidding Process.

The EMD shall be forfeited by Imphal Smart City Limited (ISCL), in any of the following case:

- i. The Bidder withdraws his bid after the Proposal Due Date
- ii. Successful Bidder fails to accept Letter of Intent
- iii. Successful Bidder fails to submit the Performance Security or
- iv. As per the provisions of Draft Concession Agreement

## **8.11. Performance Security: As per article 9 of the 'draft concession agreement'**

### **8.11.1. Construction Performance Security**

**8.11.1.1.** The Concessionaire shall, for the performance of its obligations hereunder during the Construction Period, provide to the Authority no later than 45 (forty five) days from the date of issue of Lol, an irrevocable and unconditional guarantee from a Bank for a sum of Rs 7.15 Crore (Rupees Seven crore Fifteen lakhs only) "Construction Performance Security", valid from the date of issue thereof and until Operations Date in favor of Imphal Smart City Limited from Bank (a nationalized bank), and payable and enforceable in Imphalin the form set forth in Schedule L of the Draft Concessionaire Agreement. Until such time the Performance Security is provided by the Concessionaire pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security submitted by the Concessionaire at the time of submitting the RFP.

**8.11.1.2.** Notwithstanding anything to the contrary contained in this Agreement, in the event Construction Performance Security is not provided by the Concessionaire within a period of 30 (thirty) days from the date of this Concession Agreement, the Authority may encash the Bid Security submitted by the Concessionaire at the RFP Stage and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Concession Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and this Concession Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

### **8.11.2. Operation & Maintenance Performance Security**

**8.11.2.1.** For securing the due and punctual performance of obligations of the Concessionaire during the Operations Period, the Concessionaire shall deliver to the Authority, 30 (thirty) days prior to the Scheduled Project Completion Date or Operations Date, whichever is earlier, a Demand Draft / Bank Guarantee of Rs 2.58 Crore (Rupees Two Crores and Fifty Eight lakhs only) for the first initial three years after COD. The same needs to be renewed for every 3 years and the amount will be increased at the rate of 5% per annum after every 3 years during the entire tenure of the Concession Period. This security will be submitted in form of bank guarantee (BG) as per format in schedule M of the concession agreement and it will be returned as per Article 9 of the draft Concession Agreement. valid from the date of issue thereof until the Transfer Date of the Project, in favor of ISCL from a nationalized bank acceptable to the Authority and enforceable and payable at Imphal, in the form set forth in Schedule M (the "Operations and Maintenance Performance Security").

**8.11.2.2.** The Concessionaire's failure to provide the Operations and Maintenance Performance Security, in accordance with the provisions of this Section 9.2 shall

- (i) entitle the Authority to call in and invoke the Construction Performance Security and retain and appropriate the same and
- (ii) constitute a Concessionaire Event of Default entitling the Authority to terminate this Agreement under the provision of Article 33 thereof.

**8.11.2.3.** The Prospective Tenderer/Concessionaire shall always keep the Construction and Operations and Maintenance Performance Security valid during the stipulated period and renew it 30 (thirty) days prior to the expiry of its validity, failure of shall be deemed as an event of default.

**8.11.3. Appropriation of Performance Security**

(As per article 9.3 of the draft concession agreement)

**8.11.4. Release of Performance Security**

(As per article 9.4 of the draft concession agreement)

**8.12. Sources of Funds**

The responsibility to raise funds for the Project would rests with the Successful Bidder.

## **9. DESCRIPTION OF THE SELECTION PROCESS**

### **9.1. CRITERIA FOR EVALUATION**

#### **9.1.1. Evaluation Parameters**

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

- Technical Experience
- Financial capability factor, in terms of:
  - Turn over
  - Net worth

On each of these parameters, the Bidder would be required to meet the evaluation criteria as detailed in this Section. Bidders meeting all the criteria only will be qualified for further evaluation of the Proposal.

#### **9.1.2. Eligible**

##### **Experience Technical Experience**

For the purpose of this RFP, the applicant which could be single entity, or the consortium shall be evaluated on the following:

- (i) Development or construction of similar Infrastructure projects (either individually or as a consortium member) each having a minimum project cost as given in table against clause 8.1.7.

##### **Eligible project:**

- a) Projects awarded/awarded and under execution/completed during the last seven financial years, not before 31st March 2014, shall only be considered.
- b) Weightage will be given to experience of similar kind of projects than to experience of infrastructure projects. Similar kind of projects shall mean: Multi level Car Parking (MLCP)/car parking with minimum equivalent car space of 200 four Wheeled vehicle/ Development of commercial buildings & shopping malls with Car parking space/ Residential Complex of minimum built up area of 12300 sqmt.
- c) Experience as a consortium member will be considered in proportion to the equity holding in the project at the time of execution /construction of the Project.

Documentary evidence in the form of a CA certificate (Appendix 4) must be submitted along with the proposal:

- a) A certificate from the appropriate authorities of respective clients should be submitted in support of the above in case of completed projects.
- b) Relevant pages of the Contract Agreement in projects which are awarded and under execution as per clause 8.1.2 (a). Relevant pages shall mean the Preamble of the CA detailing the Parties and the last pages detailing the signatories.

- c) A copy of the Work Order/Letter of Award in cases where the work has been awarded within three months before the RFP application due date.

### **9.1.3. Details of Experience**

The Bidder should furnish details of technical experience as on the date of submission of RFP as per Appendix 4, Bid Response Sheet No. 1. The Bidder must provide the necessary project specific information as per Appendix 4, Bid Response Sheet No. 2.

### **9.1.4. Financial Capability**

The financial capability of the bidder / consortium will be evaluated on the basis of

- Turnover
- Net Worth and
- Net Cash accruals

The Bidders should provide information regarding the above based on audited annual accounts.

The Application must be accompanied by the audited Balance Sheet and Profit and Loss Account of the Bidder (of each member in case of a consortium) as per Appendix 5 for the last five (5) Financial Years not prior to 2016-17.

### **9.1.5. Evaluation Criteria for Financial Capability**

For the purpose of Qualification, the applicant – a single entity or a consortium should demonstrate the threshold Financial Capability measured on the following criteria:

- Minimum average annual Turnover of Rs. 75 crores of the last 5 (five) financial years not earlier than 2016-17
- Minimum Net worth of Rs. 25 Crores as on 31st March 2021 as certified by Chartered Accountant
- Those bidders who does not meet the aforementioned two criteria shall not be considered for further evaluation.
- Single entity bidder and all members of the consortium, if applicable, should be profit-making concerns for the last 5 (five) yrs. not prior to 2016-17.

### **9.1.6. Special Conditions for a Consortium**

In case the Bidder is a Consortium, turnover and net worth would be taken as an arithmetic sum of net worth and turnover of each member of the Consortium, calculated in the ratio of their stake in the consortium/JV. The Consortium would be required to meet the threshold criteria on the basis of aggregate figures subject to provisions of this Clause. Such sum will be considered if date/s of all such certified value are submitted for each consortium partner.

REQUEST FOR PROPOSAL FOR DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis)  
AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANLAPAT

**9.1.7. Evaluation methodology**

The technical and financial capacity of the bidder will be evaluated as per following:

Sl. No.	Criteria of evaluation (Technical Criteria)	Marks
1	Preliminary 'Concept design report' <ul style="list-style-type: none"> <li>▪ Site context and strategy. – 2.5 marks</li> <li>▪ Design and access statement – 2.5 marks</li> <li>▪ Site layout and orientation – 2.5 marks</li> <li>▪ 3D visualizations– 2.5 marks</li> </ul>	20
2	Experience of having successfully completed similar works during last 7 years preceding the Bid Due Date, have: -	50
A	Three similar completed works costing not less than the amount equal to 40% of the estimated cost	
	No. of completed works: 1 - 30 marks	
	No. of completed works: 2 - 40 marks	
	No. of completed works: 3 or more - 50 marks	
	Or	
B	One similar completed work costing not less than the amount equal to 80% of the estimated cost. – 50 marks	
	Or	
C	Two similar completed works costing not less than the amount equal to 50% of the estimated cost- 50 Marks	
3	PPP experience of implementation of at least one project of any infrastructure of atleast Rs 50 Crores value	20
4	O & M experience of at least 2 years on projects of similar nature	10
	<b>Total</b>	<b>100</b>

Sr. No	Criteria	Marks	Marking System
2	Financial criteria		
2a.	Net worth	40 Marks	30 Marks for Rs. 25 Cr. 40 Marks for greater than Rs. 25 Cr.
2b.	Turnover	30 Marks	20 Marks for Rs. 75 Cr. 30 Marks for greater than Rs. 75Cr.
2c	Net Cash Accruals	30 Marks	10 marks - net cash accruals to total debt (NCATD) ratio of over 5%
			20 marks - net cash accruals to total debt (NCATD) ratio of over 10%
			30 marks - net cash accruals to total debt (NCATD) ratio of over 15%
	<b>TOTAL</b>	<b>100</b>	

REQUEST FOR PROPOSAL FOR DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis)  
AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANLAPAT

- 9.1.8.** The scores for the technical and financial capacity evaluated as per clause 8.1.1 shall be added to arrive at **combined** score of each applicant against maximum total marks of 200. Applicants scoring 50% or more in the combined scores shall be eligible for the opening of the financial proposal.

**9.2. Evaluation of Financial Proposal**

Financial Proposal of the Bidders only who have secured 50 % or more marks (Clause 8.1.7) would be evaluated. The evaluation criteria for assessment of the Financial Proposals are described in Section 10 of this RFP. In case of ambiguity between the amount in words and figures the former shall prevail.

The Financial proposal shall be the an upfront one-time quoted lease premium, subject to a minimum of Rs 23.51 Cr (Rupees twenty-three crore & fifty-one lakh)

In addition to upfront lease premium, the successful bidder shall handover the total Constructed area of Multi level Car parking with site related infrastructure to the authority without any additional cost.

## **10. RULES REGULATING THE CONSORTIUM**

The objective of this stage is to outline the Rules regarding the Consortium. The Envelope/Part/folder A shall contain the information in respect of the Bidder/Consortium as per Clause 6.15 of this RFP document. Following are the rules which shall guide the operation of the Consortium:

### **10.1. Consortium of Bidders**

#### **10.1.1. Rules Regulating the Participation of a Consortium of Companies**

Imphal Smart City Limited (ISCL) may also consider a bid submitted by a consortium of companies subject to the following conditions:

1. The Consortium Members should not exceed three.
2. The foreign construction company / Developer may apply directly for the project or in association with Indian Partner subject to the prevailing GoI, FDI and Indian Laws.
3. The members of the Consortium must form a Special Purpose Vehicle (SPV) and submit an MoU to that extent as per Clause 6.2.3 (f).
4. The commercial arrangements and roles and responsibilities between the consortium partners should be specified in Memorandum of Understanding and duly executed copy of MOU should be submitted along with the proposal. The MOU to be entered into between the Consortium Members as per Appendix 10 of this RFP Document shall reflect the above.
5. The members of the consortium shall designate among themselves one member as “Lead Consortium Member”.
6. Lead Consortium Member shall hold a minimum of 51% equity in the SPV and each of the other Consortium Member shall hold a minimum of 11% in the SPV.
7. The Members of the Consortium shall execute Power of Attorney as per the format enclosed in Appendix 1B of RFP Document.
8. A bidder who has applied for a project in its individual capacity or as a part of a consortium cannot participate as a Member of any other Consortium applying for this Project.

#### **10.1.2. Change in Composition of Consortium**

There should be no change in the consortium structure after the submission of bid. If there are any changes in the consortium structure by any bidder, Imphal Smart City Limited (ISCL) reserves the right not to consider the change in the consortium and to reject such a bid.

No change in Consortium Members shall be allowed till the completion of the project or a minimum of 4 years (whichever is later). However, the Lead Consortium Member shall not be allowed to be changed over the entire Concession Period and shall continue to hold 51% stake in the Consortium till the start of Commercial Operations. The Lead Consortium Member shall be allowed to dilute the stake after the commercial operations date with the approval of the Authority such that the stake of the Lead Consortium Member in the consortium shall not fall below 26% at any time till the end of Concession Period.

#### **10.1.3. Other Conditions in Respect of Consortium**

Each Consortium Member shall have a minimum of 11% stake in the SPV formed. None of the Consortium Member shall be allowed to dilute its stake till the 5 years post commissioning of the project or a minimum of 8 years (whichever is later).

REQUEST FOR PROPOSAL FOR DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis)  
AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANLAPAT

Lead Consortium Member shall invest minimum 51% of the equity towards the project. Lead Consortium Member shall not be allowed to dilute its stake to a level below 51% till the start of commercial operations. The Lead Consortium Member shall be allowed to dilute the stake after the 5 years post commissioning of the project with the approval of the Authority such that the stake of the Lead Consortium Member in the consortium shall not fall below 26% at any time till the end of Concession Period.

Any change in Consortium members may be allowed only if equal or better replacement is there. However, any change in consortium shall be at the discretion of the Authority.

The Concessionaire may be allowed to novate the agreement after completion of three consecutive years of commercial operations by the Authority. The Concessionaire shall submit the details of the proposed novatee along with its other qualifications (financial and technical capabilities) to the Authorities for its due approval. Novatee, the Concessionaire and the Authority shall enter into a tripartite agreement. Authority shall reserve the right to reject any novation at any time. No further novation shall be permitted.

## **11 METHODOLOGY & CRITERIA FOR EVALUATION OF FINANCIAL BID**

### **11.1. Financial Proposal Evaluation**

This part of the RFP provides information on the methodology that will be used to evaluate the Financial Proposals received.

The Project will be awarded to such Eligible Bidder, which submits a responsive Bid and offers to enter into a Draft Concession Agreement on the best financial terms with ISCL.

These RFP Documents stipulate the minimum qualification for the Project. These RFP documents may be amended, or technical and financial parameters of the Project may be changed by Imphal Smart City Limited (ISCL) by issue of an Addendum. Such an Addendum will form part of these RFP documents and would be common for all the Bidders. Bid Evaluation Committee reserves the right to reject the Proposals, which do not conform to the provisions stipulated in the RFP Documents.

Financial Proposal of only the Bidders who have achieved on 50% or more marks after evaluation of Technical Bid, would be opened and evaluated. The Financial Proposals of the non-responsive Bidders would not be opened.

Bid Evaluation Committee shall evaluate and submit its recommendations to the competent authority.

#### **11.1.1. Responsiveness of Financial Proposal**

Bid evaluation committee (BEC) through Imphal Smart City Limited (ISCL) will open Financial Bid of only who have achieved on 50% or more marks after evaluation of Technical Bid as per Section 8.1.7 of this document. Any bid containing caveats/ deviations from RFP Documents is liable to be rejected by BEC/ Imphal Smart City Limited (ISCL).

Bidder will be ranked as per the quoted maximum one-time lease premium subject to a minimum of Rs 23.51 Cr in lieu of retaining the complete Commercial space for evaluation.

in the event that two or more Bidders quote the same Financial Proposal, and in turn becomes the highest Bidder (the "Tie Bidders"), the Authority shall identify the Preferred Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders, who choose to attend.

#### **11.1.2. Determination of Preferred Bidder**

- Imphal Smart City Limited (ISCL) shall issue a Letter of Intent (LOI) to the Successful Bidder after obtaining approval from the Competent Authority which needs to be accepted by the successful bidder within 7 days of issuance of Letter of Intent.
- The Successful Bidder shall enter into Concession Agreement with ISCL for the implementation of the project within 45 days of issuance of LOI.
- The successful Bidder shall be required to give performance security before signing of the Concession Agreement within 30 days of issue of Letter of Intent. If the Successful Bidder fails in entering into contract (Concession Agreement) as required within 45 days of issue of LOI without giving the required clarifications to the satisfaction of Imphal Smart City Limited (ISCL), Imphal Smart City Limited (ISCL) reserves the right to begin negotiations with the next highest ranked Bidder and cancel the LOI issued & forfeit the submitted EMD amount.

REQUEST FOR PROPOSAL FOR DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis)  
AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANLAPAT

- Imphal Smart City Limited (ISCL) also reserves the right to reject any Proposal if:
  - At any time, a material misrepresentation is made or uncovered, or
  - The Bidder does not respond promptly and thoroughly to the requests for supplementary information required for evaluation of the Proposal.
  - The Proposal deviates from the commercial parameters of these RFP Documents.

**APPENDICES**

**APPENDIX 1A**

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING PROPOSAL**

(On a Stamp Paper of appropriate value)POWER

OF ATTORNEY

Know all men by these presents, we \_\_\_\_\_(name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. \_\_\_\_\_(name and address of residence) whois presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the [insert name of project] on Design, Build, Finance, Operate and Transfer (DBFOT) basis – for Development of Commercial Complex and on Design, Build, Finance, Transfer (DBFT) basis – for Development of MLCP in the state of Manipur, including signing and submission of all documents and providing information/ responses to Imphal Smart City Limited, representing us in all matters before GOM, and generally dealing with ISCL in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all such acts, deeds and things lawfully done by our said attorney pursuant to thisPower of Attorney and that all such acts, deeds and things lawfully done by our aforesaid attorney shall andshall always be deemed to have been done by us.

For .....

(Signature)  
(Name, Title and Address)

Accepted

\_\_\_\_\_(Signature)  
(Name, Title and Address of the Attorney)  
Company seal & stamp

**Notes:**

1. *To be executed by the sole Bidder or the Lead Member in case of a Consortium duly supported .bya Board Resolution*
2. *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.*
3. *Also, where required, the executants(s) 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.*

**APPENDIX 1B**

**FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM**

*(On a Stamp Paper of appropriate value)* POWER  
OF ATTORNEY

Whereas Imphal Smart City Limited, (ISCL) has invited Proposals from interested parties for the on Design, Build, Finance, Operate and Transfer (DBFOT) basis ("the Project") and on Design, Build, Finance and Transfer (DBFT) basis ("the Project")

Whereas the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Bid Document and other connected documents in respect of the Project, and

Whereas it is necessary under the Bid Document for the members of the Consortium to nominate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all such acts, deeds and things as may be necessary in connection with or incidental to the Consortium's proposal for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. \_\_\_\_\_, and M/s. \_\_\_\_\_ (the respective names and addresses of the registered office) do hereby constitute, appoint and authorize M/s as the Lead Member of the Consortium and as our attorney, to do on behalf of the Consortium, all or any of such acts, deeds or things as may be necessary in connection with or incidental to the Consortium's proposal for the Project, including submission of application/ proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with Imphal Smart City Limited, (ISCL), or any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with Imphal Smart City Limited, (ISCL).

We hereby agree to ratify all such acts, deeds and things lawfully done by Lead Member as our said attorney pursuant to this Power of Attorney and that all acts deeds and things lawfully done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 200\_.

(Executants)

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

Company seal & stamp

**Note:**

1. *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*

REQUEST FOR PROPOSAL FOR DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis)  
AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANLAPAT

*procedure.*

- 2. The executant(s) should submit for verification the extract of the charter documents and documents such as Board Resolution and Power of Attorney in favour of the person executing this Power of Attorney in favour of the Lead Member.*

**APPENDIX 2**  
**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 roles and responsibilities in this Project.
- 3 Name, Designation, Address and Phone Nos. of Authorized Signatory of the Bidder
  - a) Name:
  - b) Designation:
  - c) Company:
  - d) Address:
  - e) Telephone No:
  - f) E-mail Address:
  - g) Fax No:
- 4 Details of individual (s) who will serve as the point of contact / communication for ISCL, within the Company
  - 5 Name:
  - 6 Designation:
  - 7 Company:
  - 8 Address:
  - 9 Telephone No:
  - 10 E-mail Address:
  - 11 Fax No:
- 12 In case of Consortium:
  - a) The information above (1-4) should be provided for all the Members of the Consortium
  - b) Information regarding role of each Member should be provided as per table below:

Sl No.	Name of the Member	Role of the Member

Specify whether Lead Member, Associate Member

**To be enclosed:**

1. Documents certifying Bidder's legal status
2. Certificate of incorporation / registration

REQUEST FOR PROPOSAL FOR DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis)  
AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANLAPAT

3. In case of a Consortium, Joint Bidding Agreement & Power of Attorney signed by each Consortium partner, clearly indicating the lead partner
4. Latest brochures/ organization profiles etc.

(Signature of Authorized Signatory)

**Company seal & stamp**

**APPENDIX 3**  
**FORMAT FOR LETTER OF APPLICATION**

*[On the Letter Head of the Bidder (in case of Single Bidder) or Lead Member (in case of a Consortium)]*

Date: .....

The Chief Executive Officer,

Imphal Smart City Limited, (ISCL)  
Directorate of MAHUD, PDA Complex, North AOC  
Imphal – 795001  
India

[insert name of project] on Design, Build, Finance, Operate and Transfer (DBFOT) basis and [insert name of project] on Design, Build, Finance and Transfer (DBFT) basis,

Being duly authorized to represent and act on behalf of \_\_\_\_\_ (hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for qualification for the [insert name of project].

We are enclosing our Proposal, in one Original and two Copies, with the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Proposal are complete, true and correct in every detail.

We confirm that the application is valid for a period of 180 days from the due date of submission of application and unconditional.

We hereby also confirm the following:

1. The Proposal is being submitted by (name of the bidding Company/Lead Consortium member) who is the Bidding Company/the Lead Consortium Member of the Bidding Consortium Comprising (mention the names of the entities who are the Consortium Members), in accordance with the conditions stipulated in the RFP.
2. As the Bidding Company/Lead Consortium Member (in case of a Bidding Consortium), we hereby confirm to abide by the roles and responsibilities assigned to us as per the MoU between the Consortium Members and as outlined in this RFP. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by Imphal Smart City Limited (ISCL) and in any subsequent communication sent by Imphal Smart City Limited (ISCL). We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from Imphal Smart City Limited (ISCL).
  - a) We confirm that there are no conditions in "Envelope B: Financial Proposal".
  - b) The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would

REQUEST FOR PROPOSAL FOR DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis)  
AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANLAPAT

be solely responsible for any errors or omissions in our Proposal.

- c) We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare this Financial Proposal and as required to Design, Build, Finance, Operate and Transfer for Commercial Complex and Design, Build, Finance and Transfer for Multi-Level Car Parking (MLCP) at Kanglapat in Imphal, in the event that we are finally selected.
- d) We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for a period of 120 days from the Proposal due date.

Our PAN number is -----

Our TAN number is -----

Our GST number is .....

Thanking You, Yours

Sincerely,

For and on behalf of (name of the Bidding Company / Lead Consortium Member and the Company Seal)

Signature: (Authorized Representative & Signatory)

Name of the Person:

Designation:

**APPENDIX 4**  
**INFORMATION RELATED TO EXPERIENCE**

**GUIDELINES**

1. Member Code: NA= Not Applicable in case of a single entity Bidder, LM =Lead member, AM= Associate Member
2. The Chartered Accountant issuing the certification for Experience of the Bidder must hold a valid Certificate of Practice.
3. Any Bidder consisting of a Single Entity should fill in details as per the row titled Single Entity Bidder and ignore the other rows mentioned below. In case of a Consortium, the details need to be provided as per the lower rows and the row titled Single Entity Bidder may be ignored.

**FORMAT FOR ESTABLISHING EXPERIENCE OF BIDDER - BID RESPONSE SHEET 1**

S. No	Name of the Project	Type: Similar Or core infrastructure	Location	Rs. Crores	Award	Commencement	Completion	Authority for whom carried out	Holding at the time of execution/ construction	Obtained Marks

*Note:*

- Only the eligible projects that satisfy technical criteria shall be included.*
- All the Financial numbers are to be given in INR*
- The format shall be filled up for each member of the consortium and as a cumulative experience for the consortium*

(Signature of Authorized Signatory)

**Company seal & stamp**

**Signature, Name, Address and Membership No. of Chartered Accountant**

REQUEST FOR PROPOSAL FOR DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis)  
AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANLAPAT

**Bid Response Sheet 2**

<b>Name of Bidders</b>	<b>Member Code:</b>
	<b>Category:</b>
1.	Name of Contract:
	Country
2.	Name of Employee
3.	Employer's address, Telephone and Fax No.
4.	Role (Strike out whichever is not applicable Developer/ Prime contractor Subcontractor
5.	Value of the Total Contractor/(in specified currencies and INR)
6.	Value of the Bidder's Contact (in specified currencies and INR)
7.	Certified Billings till date (in specified currencies and INR and exchange rate)
8.	Date of Award
9.	Date of Commencement of Project Contract
10	Date of Completion Commissioning

(Signature of Authorized Signatory)

**Company seal & stamp**

**Instructions**

1. Information provided in this section is intended to serve as a backup for information provided in accordance with Appendix 4, Bid Response Sheet 1.
2. The Projects cited must comply with the eligibility criteria.
3. A separate sheet should be filled for each of the Eligible Projects.

**APPENDIX 5**  
**FORMAT FOR ESTABLISHING FINANCIAL CAPABILITY OF THE BIDDER**

**Bid Response Sheet 3**

**Format for Financial Capability of Single Entity Bidder**

Turnover and Net Worth

Net Worth (Rs. Crores)	Turnover (Rs. Crores)		Net cash accruals to total debt (NCATD) ratio
As on 31.3.21	Year	Year	As on 31.3.21

(Signature of Authorized Signatory)

**Company seal & stamp**

**Signature, Name, Address and Membership No. of Chartered Accountant.**

**BID RESPONSE SHEET 4**

**Format for Financial Capability of Consortium**

Turnover, Net Worth and Net Cash Accruals

		Turnover			Net Worth	Net cash accruals to total debt (NCATD) ratio
		(Rs. Crores)			(Rs. Crores)	
Bidder Type	Equity share (%)	Year	Year	year	As on 31 <sup>st</sup> March 2021	As on 31 <sup>st</sup> March 2021
Consortium Member 1						
Consortium Member 2						
Consortium Member 3						

REQUEST FOR PROPOSAL FOR DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis)  
AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANLAPAT

Total						
Aggregate Turnover = Rs ----- crores						
Aggregate Net worth = Rs _____crores						

Signature of Authorized Signatory)

**Company seal & stamp**

**Signature,**

**Name, Address and Membership No. of Chartered Accountant**

**APPENDIX 6**

**Format for Bid Security (Bank Guarantee)  
BID SECURITY FORMAT**

**UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE**

**Bank Guarantee No.:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Issuer of Bank Guarantee:**

\_\_\_\_\_(Name of the Bank)

\_\_\_\_\_  
(hereinafter referred to as the "Bank")

**Beneficiary of Bank Guarantee:**

Imphal Smart City Limited on behalf of Govt. of Manipur

**Nature of Bank Guarantee:**

Unconditional and irrevocable Bank Guarantee.

**Context of Bank Guarantee:**

Whereas the Imphal Smart City Limited (the "Authority") has invited bids by its Request for Proposal dated .....(the "RFP") for the selection of a Concessionaire for Planning, Designing, Engineering, Finance, Construction, Development, Operation and Maintenance of Multi Level Car Parking-cum-Commercial Complex ("Project") in Imphal, Manipur. Whereas in accordance with the terms of the RFP,.....is submitting a bid for the Project in ..... , and is required to submit a security of Rs. ----- (Rupees Lakhs Only) with respect to the same.

**Operative part of the Bank Guarantee:**

- a) At the request of the (Insert the name of the Bidder), we \_\_\_\_\_ ,  
\_\_\_\_\_(name and address of the bank), hereinafter referred to as the Bank"),  
do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and

REQUEST FOR PROPOSAL FOR DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis)  
AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANLAPAT

are responsible to the ISCL i.e. the beneficiary on behalf of the Bidder, up to a total sum of Rs. ----- (Rupees ----- Lakhs Only), such sum being payable by us to the ----- immediately upon receipt of first written demand from ISCL.

- b) We unconditionally and irrevocably undertake to pay to the ISCL on an immediate basis, upon receipt of first written demand from the ISCL and without any cavil or argument or delaying tactics or reference by us to Bidder and without any need for the ISCL to convey to us any reasons for invocation of the Guarantee or to prove the failure on the part of the Bidder to repay the amount of \_\_\_\_\_ or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs----- (Rupees---- Lakhs Only).
- c) We hereby waive the necessity of the ISCL demanding the said amount from Bidder prior to serving the Demand Notice upon us.
- d) We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree that the ISCL shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by Concessionaire, which are recoverable by the ISCL by invocation of this Guarantee.
- e) This Guarantee will not be discharged due to the change in constitution of the Bank or the Bidder. We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the ISCL.
- f) We unconditionally and irrevocably undertake to pay to the ISCL, any amount so demanded not exceeding Rs. ----- (RupeesLakhs Only), notwithstanding any dispute or disputes raised by Bidder or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the ISCL, shall be a valid discharge of our liability for payment under this Guarantee and the Bidder shall have no claim against us for making such payment.
- g) This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until \_\_\_\_\_ (270 days from the proposal due date). Notwithstanding any contained herein:
- h) Our liability under this Bank Guarantee shall not exceed Rs. ----- (Rupees-Lakhs Only)

Signed and Delivered by ..... Bank

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

(Signature of the authorized Signatory)

(Official Seal)

**APPENDIX 7**

**GUIDELINES FOR PROVIDING INFORMATION RELATED TO FINANCIAL CAPABILITY**

1. The Bidder should provide the Financial Capability based on its own audited financial statements. Financial capability of the Bidder's parent company or its subsidiary or any associate company (who are not Members of the Consortium) will not be considered for computation of the Financial Capability of the Bidder.
2. Member Code: LM = Lead member, AM = Associate Member
3. Instructions for calculation of Financial Capability:
  - a) Net Cash Accruals = (Profit After Tax + Depreciation + Other non-cash expenditure)
  - b) Net Worth = Subscribed and Paid-up Equity (including Share Premium, if any) + Reserves - Revaluation Reserves - Miscellaneous expenditure not written off-Deferred Revenue Expenditure-Deficit in Profit & Loss Account
  - c) The financial year would be the same as followed by the Bidder for its annual report. Year 1 will be the last Financial Year. Year 2 shall be the year immediately preceding Year 1.
  - d) The Bidder shall provide audited Annual Reports as required under his Bid Document. For a Consortium, audited Annual Reports of all Members shall be provided.
  - e) In case of a Consortium comprising of members with holdings in each other, the cross holdings between the group companies comprising part of the Consortium will be deducted for the purpose of Net Worth calculations.
4. Financial details of the Bidder. If the Bidder is a consortium the Financial Details of all the members. The Financial Details should be provided in the following manner.

Name of Member:

Role of Member:

SN	Particulars as per the Audited	FY 2018-19	FY 2019-20	FY 2020-21	TOTAL
	<b>Balance Sheet</b>				
1	Profit After Tax (PAT)				
2	Depreciation				
3	Other non-cash expenditure				
4	Subscribed and Paid-up Equity				
5	Reserves				
6	Revaluation reserves				
7	Miscellaneous expenditure not written off				
8	Deferred Revenue Expenditure				
9	Deficit in Profit & Loss Account				
10	<b>Total Debt</b>				
11	<b>Net Cash Accruals = (1+2+3)</b>				
12	<b>Net Worth = (4+5-6-7-8-9)</b>				

REQUEST FOR PROPOSAL FOR DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis)  
AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANLAPAT

(Signature of Authorized Signatory)

**Company seal & stamp**

**Signature, Name, Address and Membership No. of Chartered Accountant**

**APPENDIX 8**  
**FORMAT FOR ANTI-COLLUSION CERTIFICATE**

*[To be submitted on the letter heads of the bidders separately]*

**Anti-Collusion Certificate**

Date: .....

The Chief Executive Officer,

Imphal Smart City Limited, (ISCL)  
Directorate of MAHUD, PDA Complex, North AOC  
Imphal – 795001  
India

**[insert name of project] on Design, Build, Finance, Operate and Transfer (DBFOT) basis**

**[insert name of project] on Design, Build, Finance and Transfer (DBFT) basis**

Sir,

We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_

Name of the Bidder

Signature of the Authorized Person

**Note:**

*To be submitted by each Member in case of Consortium.*

**APPENDIX 9A**  
**FORMAT FOR PROJECT UNDERTAKING**

*[To be submitted on the letter heads of the bidders separately]*

The Chief Executive Officer,

Imphal Smart City Limited, (ISCL)  
Directorate of MAHUD, PDA Complex, North AOC  
Imphal – 795001  
India

**[insert name of project] on Design, Build, Finance, Operate and Transfer (DBFOT) basis**

**[insert name of project] on Design, Build, Finance and Transfer (DBFT) basis**

Sir,

We have read and understood the Bid Document in respect of the captioned project provided to us by the Chief Executive Officer, Imphal Smart City Limited, (ISCL)

We hereby agree and undertake as under:

- 1 Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects.
- 2 We are not barred by the Government of India or the Government of Manipur or their Departments or Agencies from participating in any projects (DBFOT or otherwise).

Dated this\_\_ Day of \_\_\_\_\_,.

Name of the Bidder

\_\_\_\_\_

Signature of the Authorized Person

**Company seal & stamp**

**APPENDIX 9B**  
**FORMAT FOR PROJECT UNDERTAKING**

*[In case of Consortium]*  
*[To be submitted on the letter heads of the bidders separately]*

The Chief Executive Officer,

Imphal Smart City Limited, (ISCL)  
Directorate of MAHUD, PDA Complex, North AOC  
Imphal – 795001  
India

**[insert name of project] on Design, Build, Finance, Operate and Transfer (DBFOT) basis**

**[insert name of project] on Design, Build, Finance and Transfer (DBFT) basis**

Sir,

We have read and understood the Bid Document in respect of the captioned project provided to us by the Chief Executive Officer, Imphal Smart City Limited, (ISCL)

We hereby agree and undertake to be an exclusive member of the consortium and not a member of any other consortium nor an independent Bidder, bidding for this project and has submitted only one (1) Application in response to this RFP

Dated this \_\_\_\_\_ Day of \_\_\_\_, .

Name of the Bidder

\_\_\_\_\_

Signature of the Authorized Person

**Company seal & stamp**

**Exhibit 2 Principles of the Memorandum of Understanding to be executed  
between the Members of a Consortium**

In case of a Bidding Consortium, the principles according to which the Memorandum of Understanding (MoU) shall be executed between/among the Consortium Members are stated below:

- a) The MoU should clearly specify the roles and responsibilities of each of the Consortium Members, along with their proposed equity contribution. It is expected that the individual members have role definitions not conflicting with those of the other Consortium Members.
- b) The MoU should clearly designate one of the Consortium Members as the Lead Consortium Member.
- c) The Lead Consortium Member shall be responsible for:
  - i. Tying up finances for the Project
  - ii. Liasoning with the lending institutions and mobilizing debt resources for the Project.
  - iii. Ensuring the individual and collective commitment of each of the Consortium members in honouring the Developer's obligations towards ISCL.
  - iv. The Lead Consortium Member would be responsible for the overall execution of the Project.
  - v. All Consortium Members shall be jointly and severally responsible for the same.
- d) The MoU shall be duly signed by each of the Consortium Members
- e) The MoU should be executed on appropriate stamp paper
- f) The MoU should be specific to this Project
- g) The MoU should be valid for a minimum period of twelve months from the Last Date for submission of the Request for Proposal. The validity period of the MoU should be extendible on the original terms, if required by ISCL.
- h) MoU should clearly specify that in case of award of the project each consortium member will invest at least 11% equity for project.

**APPENDIX 10**  
**FORMAT FOR MEMORANDUM OF UNDERSTANDING (MOU)**

*(On Non – judicial stamp paper of Rs 100/- or such appropriate document duly attested by notary public)*

**This Memorandum of Understanding (MOU)** entered into this \_\_\_\_\_ day of \_\_\_\_\_ 202\_ at \_\_\_\_\_

Between \_\_\_\_\_ (hereinafter referred as "\_\_\_\_\_") and having office at \_\_\_\_\_, India of the **First Part** **And** \_\_\_\_\_ (hereinafter referred as "\_\_\_\_\_") and having office at \_\_\_\_\_, India **of the Second Part** **And** \_\_\_\_\_ (hereinafter referred as "\_\_\_\_\_") and having office at \_\_\_\_\_, India **of the Third Part**. The parties are individually referred to as **Party** and collectively as **Parties**. **WHEREAS**, Imphal Smart City Limited (ISCL) has invited RFP from entities interested in [insert name of project] Project **AND WHEREAS**, the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

**IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:**

1. That the Parties will form a Special Purpose Vehicle (SPV) with the shareholding commitments expressly stated. The said SPV shall not undertake any other business during the Concession Period, to domicile the Project prior to the start of implementation of the Project.
2. That the equity share holding of the Parties in the issued and paid up capital of the SPV shall not be less than as Specified Under Evaluation Criteria mentioned in RFP Document during the Concession Period.
3. That M/s \_\_\_\_\_, M/s \_\_\_\_\_ and M/s \_\_\_\_\_, who are Members of the Consortium commit to hold the following equity stake in the SPV which are in line with the requirements of Clause 3 of Evaluation criteria of the RFP Document at all times during the Lease Period.

SL	Name of Member	Type of Member	% of shareholding
1	M/s.		
2	M/s.		
3	M/s.		

4. That any dilution in the equity holding by the Parties in the SPV shall be as per the provisions of the Concession Agreement that will be executed on award of the Project to us.
5. That the parties undertake that there shall be no change in respect of the lead member in case of a consortium till the execution of the concession agreement
6. That the Parties shall carry out all responsibilities as Concessionaire in terms of the Concession Agreement.
7. That the roles and the responsibilities of each Party at each stage of the Bidding shall be as follows:

**REQUEST FOR PROPOSAL FOR DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis)  
AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANLAPAT**

SL	Name of Member	Type of Member	Role & Responsibility
1	M/s.		
2	M/s.		
3	M/s.		

8. That the Parties shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Concession agreement to be executed on award of the Project.
9. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously. They shall not negotiate with any other party for this Project.
10. That this MOU shall be governed in accordance with the laws of India and courts in Imphal shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof, the Parties affirm that the information provided is accurate and true and have caused this MOU to be duly executed on the date and year above mentioned.

<b>Witness:</b>	
1.	First Party
2.	Second Party
3.	Third Party

**Company seal & stamp**

REQUEST FOR PROPOSAL FOR DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis)  
AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANLAPAT

**APPENDIX-11 – DELETED**

**APPENDIX-12 – DELETED**

**APPENDIX-13**  
**Format of Letter of Acceptance**

(The Letter of Acceptance is to be submitted by EACH Consortium Member of the Bidding Consortium)

The Chief Executive Officer,  
Imphal Smart City Limited (ISCL)  
Directorate of MAHUD  
PDA Complex, North AOC  
Imphal – 795001  
Manipur

Date:

Place:

Sub: Proposal for selection of Successful Bidder to Design, Build, Finance, Operate and Transfer MULTI LEVEL CAR PARKING (MLCP) at Kanglapat in Imphal

Dear Sir,

This has reference to the Proposal being submitted by (name of the Lead Consortium Member of the Bidding Consortium), as Lead Consortium Member of the Bidding Consortium comprising (mention name(s) of the Consortium Members) in respect of selection of Successful Bidder to Design, Build, Finance, Operate and Transfer Multi level Car Parking (MLCP) at Kanglapat in Imphal in response to the RFP Document issued by Imphal Smart City Limited (ISCL) dated....

We hereby confirm the following:

- a) We (name of the Consortium Members furnishing the Letter of Acceptance), have examined in detail and have understood and satisfied ourselves regarding the contents including in respect of the following:
- The RFP Document issued by Imphal Smart City Limited (ISCL);
  - All subsequent communication between Imphal Smart City Limited (ISCL) and the Bidder, represented by (Mention name of the Lead Consortium Member)
- b) The Proposal being submitted by (name of the Lead Consortium Member)
- i. We agree to abide by the terms and conditions of the RFP Document and the Proposal being submitted by the Lead Consortium Member in respect of the Project.
  - ii. We also reaffirm that (name of the Lead Consortium Member) continues to be the Lead Consortium Member and that (please give name, designation and address of authorized representative and signatory here) designated as the authorized representative and signatory of the Lead Consortium Member of the Bidding

Consortium is the authorized representative and signatory in respect of all matters concerning our Proposal for this Project and contractual commitments thereof.

REQUEST FOR PROPOSAL FOR DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis)  
AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANLAPAT

Thanking you,  
Yours Sincerely,

For and on behalf of: (name of the Bidding Company / Lead Consortium Member and the Company  
Seal) Signature: (Authorized Representative & Signatory)

Name of the Person

Designation

**APPENDIX-14**  
**Format of Letter of Commitment**

(The Letter of Commitment is to be submitted by EACH Promoter(s) and/or Associate(s) and/or Subsidiary (ies) of the Bidding Company / Consortium Members of the Bidding Consortium whose strength have to be credited for)

Date:  
Place:

The Chief Executive Officer,  
Imphal Smart City Limited (ISCL)  
Directorate of MAHUD  
PDA Complex, North AOC  
Imphal - 795001  
Manipur

Sub: Proposal for selection of Successful Bidder to Design, Build, Finance, Operate and Transfer Multi level Car Parking (MLCP) cum Commercial Complex at Kanglapat in Imphal

Dear Sir,

This has reference to the Proposal being submitted by (name of the Lead Consortium Member of the Bidding Consortium), as Lead Consortium Member of the Bidding Consortium comprising (mention name(s) of the Consortium Members) in respect of selection of Successful Bidder to Design, Build, Finance, Operate and Transfer Multi level Car Parking (MLCP) at Kanglapat in Imphal in response to the Request for Proposal ("RFP") Document issued by Imphal Smart City Limited (ISCL)

We hereby confirm the following:

1. We (name of the Promoter/Affiliate/Subsidiary), have examined in detail and have understood and satisfied ourselves regarding the contents including in respect of the following:
  - a) The RFP Document issued by Imphal Smart City Limited (ISCL);
  - b) All subsequent communication between Imphal Smart City Limited (ISCL) and the Bidder, represented by (name of the Bidding Company or of the Lead Consortium Member in case of a Bidding Consortium);
  - c) The Financial Proposal being submitted by (name of the Bidding Company or of the Lead Consortium Member in case of a Bidding Consortium)
2. We agree to abide by the terms and conditions of the RFP Document and the Proposal being submitted by the Bidding Company / Lead Consortium Member in respect of the Project.

We also reaffirm that (please give name, designation and address of authorized representative and signatory here) designated as the authorized representative and signatory of the Bidding Company / Lead Consortium Member of the Bidding Consortium is the authorized representative and signatory in respect of all matters concerning our Proposal for this Project and contractual commitments thereof.

REQUEST FOR PROPOSAL FOR DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis)  
AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANLAPAT

Thanking You,  
Your Sincerely,

For and on behalf of: (name of the Bidding Company / Lead Consortium Member and the  
Company Seal)

Signature: (Authorized Representative & Signatory)

Name of the Person

Designation

**APPENDIX – 15**  
**Affidavit**

(To be given separately by each consortium member in case of a consortium or otherwise by the Bidder on a Stamp Paper of Rs. 10).

1. I,, ..... S/o ....., resident of ....., the .....(insert Designation) of the .....(insert name of the single Bidder/consortium Member if a consortium), do solemnly affirm and state as under :

2. **That** I am the authorized signatory of .....(insert name of company/consortium member) (hereinafter referred to as “Bidder/Consortium Member”) and I am duly authorized by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the Bidder/consortium member.

3. **That** I have submitted information with respect to our eligibility for Imphal Smart City limited (ISCL) Development of Multi Level Car Parking-cum-Commercial Complex at **Kanglapat, Imphal**, Manipur (hereinafter referred to as “Project”) Request For Proposal (‘RFP’) Document and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.

4. **That** I hereby affirm to furnish any information, which may be requested by ISCL to verify our credentials/information provided by us under this tender and as may be deemed necessary by ISCL.

5. **That** if any point of time including the Concession Period, in case ISCL requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, I shall promptly and immediately make available such information accurately and correctly to the satisfaction of ISCL.

6. **That** I fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.

7. I state that all the terms and conditions of the Request for Proposal (RFP) Document has been duly complied with.

**DEPONENT VERIFICATION**

I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at ....., on this ..... day of 202....

**DEPONENT**

REQUEST FOR PROPOSAL FOR DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis) AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANLAPAT

**APPENDIX-16**  
**Financial BID form**

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

Ref:

Date:

**To**

The Chief Executive Officer,

ISCL, Imphal.

**Sub: Financial bid for Development of Multi Level Car Parking (MLCP) on DBFT basis and Commercial Complex on DBFOT basis at KANGLAPAT, Imphal**

Sir,

Having visited the site, examined the local conditions, investigations and the bid documents, we the undersigned offer to construct new Multi-level Car Parking with all infrastructures and Commercial Complex proposed by you at the above location, in full conformity with the said bid documents and in accordance with the terms and conditions of the Concession Agreement and compliance with the building bye laws, NBC 2016 and zoning regulations in place.

If our bid is accepted, we undertake to develop, operate and maintain the MULTI LEVEL CAR PARKING (MLCP) (On DBFT Basis) and COMMERCIAL COMPLEX (On DBFOT Basis) AT KANGLAPAT, IMPHAL for the entire concession period in accordance to the Concession Agreement.

I/ We hereby submit the following Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement:

<b>DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (On DBFT Basis) AND COMMERCIAL COMPLEX (On DBFOT Basis) AT KANGLAPAT, IMPHAL As Part Of SMART CITY MISSION, India</b>				
Sl. No.	Bidding Parameter	Unit	Value (Rs in Crore)	In words
1	One-time upfront lease premium” subject to a minimum of Rs 23.51 Cr (Rupees twenty three	Lumpsum		

REQUEST FOR PROPOSAL FOR DEVELOPMENT OF MULTI LEVEL CAR PARKING (MLCP) (on DBFT basis) AND DEVELOPMENT OF COMMERCIAL COMPLEX (on DBFOT basis) AT KANLAPAT

	crore & fifty one lakh only).			
--	-------------------------------	--	--	--

Quoted amount will be paid at the within 60 days (financial closure date) f r o m the date of signing of the concession agreement.

Quoted rate will be exclusive of all taxes and levies.

***Note: The above financial shall also be filled and uploaded in the excel format available in the e-tendering portal.***

Date this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Signature \_\_\_\_\_

In the capacity of \_\_\_\_\_

Duly authorized to sign this bid for and on behalf of

(Name and Address of the Concessionaire)