



उत्तराखण्ड शासन

UTTARAKHAND TOURISM DEVELOPMENT BOARD  
GOVERNMENT OF UTTARAKHAND



## JANKICHATTI - YAMUNOTRI ROPEWAY PROJECT

### RFQ cum RFP Document

28<sup>th</sup> April 2011

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## DISCLAIMER

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

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

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ cum RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ cum RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ cum RFP or arising in any way in the Bidding Process.

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

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

The issue of this RFQ cum RFP does not imply that the Authority is bound to select and short-list pre-qualified Bids for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bids or Bids without assigning any reasons whatsoever.

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

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

## 1. INTRODUCTION

### 1.1 Background

- 1.1.1 Uttarakhand Tourism Development Board (UTDB) and its nominated agencies/advisors/consultants on behalf of Uttarakhand (GoU) (the “**Authority**”) is engaged in the development of tourism and as part of this endeavor, the Authority has decided to undertake development of passenger ropeway between Kharsali and Yamunotri (the “**Project**”) through Public Private Participation on Build, Operate and Transfer (the “**BOT**”) basis, and has decided to carry out the bidding process for selection of the bidder to whom the Project may be awarded. Uttarakhand Infrastructure Projects Company Private Limited (“UIPC”) has been appointed for managing the bid process for selecting a technically and financially capable entity to design, develop, finance, construct, manage, operate and maintain the Yamunotri Ropeway Project. IL&FS Infrastructure Development Corporation (“**IL&FSIDC**”) has been appointed as advisor to UIPC for project conceptualization, development, structuring, bid process management and assisting in final selection of the project developer.

Brief particulars of the Project are as follows:

S. No.	Name of the Project	Length of the Ropeway	Estimated Project Cost
1.	Yamunotri Ropeway Project	3845.59 m	Rs. 70 crores

A proposed layout plan has also been attached in **Annex- VI** of Appendix-I for reference.

The Authority intends to select suitable developer (the “**Bidders**”) for awarding the Project through an open competitive bidding process in accordance with the procedure set out herein.

- 1.1.2 The Selected Bidder, who is either an individual or a Consortium shall acquire the Project Special Purpose Vehicle (“**Project SPV**”) from UIPC, incorporated under the Companies Act, 1956 in the name and style of M/s Yamunotri Projects Company Private Limited (the “**Concessionaire**”), to undertake designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of the concession agreement (the “**Concession Agreement**”) to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.3 The scope of work will broadly include planning, designing, investing, constructing, marketing, and the operation and maintenance thereof.

A brief on the project details are given under.

S. N.	Key Information	Details
1.	Project Title	Yamunotri Ropeway Project
2.	Location	Uttarkashi District, Uttarakhand, India
3.	Project area / Development norms	(a) Lower Terminal point (LTP) at Kharsali Village (1.564 hectares approx.). (b) Upper Terminal Point (UTP) at Yamunotri (0.990 hectares approx.) (c) Right of Use (RoU) for Ropeway Corridor (3.072 hectares approx.)

S. N.	Key Information	Details
4.	Minimum Development Obligations/Mandatory Project Facilities	<p data-bbox="623 226 1411 344">❑ Type of Ropeway System: Mono-cable Detachable Gondola System. Drive Gear with entire driving arrangement, Cabins, Hanger, Carriage and Haulage Rope to be mandatorily procured imported.</p> <p data-bbox="670 380 1411 497">The electrical items in the above system such as electrical drive system, motor, control panels, electrical fixtures and fittings, etc. can be procured indigenously from reputed suppliers such as ABB, Siemens, L&amp;T or equivalent.</p> <p data-bbox="623 533 1084 558">❑ Length of the Ropeway: 3845.59 m</p> <p data-bbox="623 594 1411 680">❑ Ropeway Tariff: Maximum of Rs 500/- per person per round trip in the first two year of operations, subject to a maximum increase of 10% for every subsequent two years.</p> <p data-bbox="623 716 984 741"><b>LTP AT KHARSALI VILLAGE</b></p> <p data-bbox="623 747 1411 833">❑ Ropeway Tower and Terminal Station (Boarding &amp; De-boarding, D.G. Room, Administration block, Gondola parking space, Clock room, Toilets)</p> <p data-bbox="623 840 1195 865">❑ Parking slots as per the basic requirement</p> <p data-bbox="623 871 1411 926">❑ Accommodation- Minimum 20 rooms in any type, form (i.e. rooms or dormitory)</p> <p data-bbox="623 932 873 957">❑ Waiting lounge</p> <p data-bbox="623 963 1032 989">❑ Public Convenience facilities</p> <p data-bbox="623 995 1411 1050">❑ Basic infrastructural facilities like sewage system, drinking water, medical facilities, electricity, telecommunication etc.</p> <p data-bbox="623 1085 889 1110"><b>UTP AT YAMUNOTRI</b></p> <p data-bbox="623 1117 1411 1203">❑ Ropeway Tower and Terminal Station (Boarding &amp; De-boarding, D.G. Room, Administration block, Gondola parking space, Clock room, Toilets)</p> <p data-bbox="623 1209 1369 1234">❑ Pedestrian bridge connecting UTP and Yamunotri temple</p> <p data-bbox="623 1241 873 1266">❑ Waiting lounge</p> <p data-bbox="623 1272 1032 1297">❑ Public Convenience facilities</p> <p data-bbox="623 1304 1411 1358">❑ Basic infrastructural facilities like sewage system, drinking water, medical facilities, electricity, telecommunication etc.</p> <p data-bbox="623 1394 1411 1501">The Concessionaire may use its discretion to decide on the scale and size of the components, except the Ropeway and its associated structures, which shall be as per the specifications and applicable guidelines.</p> <p data-bbox="623 1537 1411 1745">The Concessionaire is required to adopt an approved technology specifically for construction and operation of the Ropeway and its associated structures as per the IS codes and other specifications mentioned in the draft Concession Agreement including procurement of the associated equipment from the reputed vendors / manufacturers as per the list provided in the draft Concession Agreement or approved by the Authority.</p>

S. N.	Key Information	Details
5.	Concession Period	<p>30 (thirty) years including construction period from the “<b>Appointed Date</b>” (means the date on which Financial Close is achieved or an earlier date that the Parties may by mutual consent determine, and shall be deemed to be the date of commencement of the Concession Period), with provision of renewal for another 10 (ten) years provided that the Concessionaire refurbish the ropeway machinery within the initial 30 (thirty) years from the Appointed Date so that the Project and Project Facilities can be transferred back to the Authority in good working condition at the expiry of the Concession Period. The refurbishment would be required to be completed by the Concessionaire during the period between 28<sup>th</sup> and 30<sup>th</sup> year from the Appointed Date.</p> <p>Provided that at the expiry of the Concession Period, the Authority shall, at its discretion, go for a transparent bidding process with or without change in terms and conditions of the Agreement, wherein the Selected Bidder shall have the option to participate in the bidding process.</p> <p>The Selected Bidder shall be given an option of first right of refusal to match the highest proposal given by any other bidder in the said transparent bidding process.</p> <p>If the Selected Bidder matches the highest proposal, then it shall automatically become the preferred bidder and such proposal shall be accepted and the award of project shall be made in accordance with the provisions thereof.</p> <p>In case the Selected Bidder refuses to match the highest proposal then the bidder which has submitted the highest proposal shall be deemed as preferred bidder.</p>
6.	Environmental Clearance	<p>An Environment Impact Assessment (EIA) study has been completed for the Project by SENES Consultants Pvt. Ltd. The project has been accorded the environmental clearance under Environmental Impact Assessment Notification, 2006 vide letter no. 10-128/2007-IA-III dated 8<sup>th</sup> Sept. 2008. The Concessionaire is required to adhere to the observations made by the MoEF Board, mentioned in the letter no. 10-128/2007-IA-III dated 8<sup>th</sup> Sept. 2008 (Schedule W of draft Concession Agreement) and to the Environment Management Plan, Disaster Management Plan and the monitoring system as mentioned in the EIA study approved by the MoEF board for the Project.</p>
7.	Construction Period	48 months from the Appointed Date
8.	Forest Land Lease	<p>With reference to the Forest Land leased for the Project, the Forest Lease would be valid for 30 years initially and then the Concessionaire would be required to get the Forest Lease renewed after 30 years.</p>

- 1.1.4 Indicative capital costs of the Project (the “**Estimated Project Cost**”) will be revised and specified in the Bidding Documents of the Project. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.5 The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the “**Concession**”).
- 1.1.6 The statements and explanations contained in this RFQ cum RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFQ cum RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the concession to be awarded pursuant to this RFQ cum RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFQ cum RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Authority.
- 1.1.7 The Authority shall receive Bids pursuant to this RFQ cum RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms on or before the Bid Due Date specified in Clause 1.3 (the “**Bid Due Date**”).

## **1.2 Brief description of Bidding Process**

- 1.2.1 The Authority has adopted a **one-stage two-bid system** (collectively referred to as the “**Bidding Process**”) for selection of the bidder for award of the Project. The first stage (the “**Qualification Stage**”) of the process involves qualification (the “**Qualification**”) of interested parties/ consortia who make a Bid in accordance with the provisions of this RFQ cum RFP (the “**Bidders**”). At the end of this stage, the Authority expects to announce a short-list of 5 (five) suitable pre- qualified Bidders who shall be eligible for participation in the second stage of the Bidding Process (the “**Bid Stage**”) comprising the price Bid (the “**Price Bid**”).

GOI has issued guidelines (see **Appendix-VI**) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply *mutatis mutandis* to this Bidding Process. The Authority shall be entitled to disqualify a Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at **Appendix-I**.

- 1.2.2 In the Qualification Stage, Bidders would be required to furnish the information specified in this RFQ cum RFP. Only those Bidders that are pre-qualified and short-listed by the Authority shall be eligible for opening their Price Bids in the Bid Stage for the Project. The Authority is likely to provide a comparatively short time span for submission of the Bids for the Project. The Bidders are, therefore, advised to visit the site(s) and familiarise themselves with the Project.
- 1.2.3 The RFQ cum RFP document can be downloaded from UIPC’s website free of cost. However, at the time of submitting the RFQ cum RFP document, the Bidder would be required to submit a demand draft of an amount of Rs. 15,000 (Rs Fifteen thousand only) plus trade tax @ 13.5% or as applicable in favour of CEO, UTDB payable at Dehradun.

The Bidding Documents include the draft Concession Agreement for the Project provided to the Bidders with this RFQ cum RFP. The said Bidding Documents and any addenda issued subsequent to this RFQ cum RFP Document, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.



The Feasibility Reports prepared by the Authority (the "**Feasibility Reports**") include Project Report on Development of Ropeway prepared by M/s RITES Limited, Site Development Report prepared by M/s Building Workshop and Environment Impact Assessment Report prepared by M/s SENES Consultants India Pvt. Ltd. These reports can be procured from the offices of UIPC on payment of Rs. 30,000 (Rupees Thirty Thousand only) plus trade tax @ 13.5% or as applicable in the form of a demand draft in favour of UIPC payable at Dehradun.

The Feasibility Reports for the Project are being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination before submitting their Bids. Nothing contained in the Feasibility Reports shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Feasibility Reports.

In the Bid Stage, the Bidders will be called upon and their Price Bids in respect of the Project shall be opened, in accordance with the RFQ cum RFP and draft Concession Agreement provided by the Authority, pursuant to the RFQ cum RFP (collectively the "**Bidding Documents**"). The Bidders would be required to make payment of Rs. 15,000 (Rupees Fifteen Thousand only) plus trade tax as applicable in the form of a Demand draft in favour of CEO, UTDB payable at Dehradun with the submission of their Bids. The Bidders are mandatorily required to procure the draft Concession Agreement and Feasibility Reports as indicated above before submission of their Bids.

The Bid shall be valid for a period of not less than 120 days from the Bid due date as specified in Clause 1.3 for submission of bids (the "**Bid Due Date**"). The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

- 1.2.4 In terms of the RFQ cum RFP, a Bidder will be required to deposit, along with its Bid, a bid security equivalent to amount of **Rs. 70 Lakhs (Rupees Seventy Lakhs only)** (the "**Bid Security**"), refundable not later than 60 days from the Bid Due Date except in the case of the highest Bidder. The Bidders will have an option to provide Bid Security in the form of a demand draft or an irrevocable & unconditional bank guarantee acceptable to the Authority (as per format in the RFQ cum RFP) and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.5 The selected Bidder shall be the highest Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFQ cum RFP, be invited to match the Bid submitted by the highest Bidder in case such highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the highest Bidder, the Authority may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.
- 1.2.6 Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the concession including implementation of the Project.
- 1.2.7 In the Bid Stage, Price Bids will be evaluated for the Project on the basis of the highest revenue share (to be quoted in percentage) over and above 5% (five percent) of the Realizable Fee (the "**Revenue Share**") to be paid by a Bidder. The Concession Period shall be pre-determined, and will be indicated in the draft Concession Agreement forming part of the Bidding Documents. The Revenue Share amount shall constitute the sole criteria for evaluation of Bids. The Project shall be awarded to the Bidder quoting the highest Revenue Share. For avoidance

of any doubt, reference to highest Bidder in the above paras or subsequently in the RFQ cum RFP document, shall mean bidder offering the highest Revenue Share.

Realizable Fee means all Fee due and realizable under the Concession Agreement where Fee means the charge levied on and payable by a User using any of the Project Facilities or a part thereof, in accordance with the Concession Agreement and any other income derived directly or indirectly from the operations of the Project Facilities including but not limited to rental and other payments received from sub-lessees, if any and all other revenues accruing from the use of the Project Facilities).

1.2.9 The Concessionaire will be entitled to levy and charge a user fee from users of the Project subject to following and other provisions laid out in the Concession Agreement.

- a. Maximum of Rs. 500/- per person for a round trip on the ropeway for the first two year of operations.
- b. Thereafter, for the remaining Concession Period, the Concessionaire would be free to decide on the user fee to be charged, subject to a maximum increase of 10% per annum for every subsequent two years.

1.2.10 Further and other details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.

1.2.11 Any queries or request for additional information concerning this RFQ cum RFP shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.13.3 below. The envelopes/ communications shall clearly bear the following identification/ title:

**"Queries/ Request for Additional Information: RFQ cum RFP for Yamunotri Ropeway Project"**.

### 1.3 Schedule of Bidding Process

i.	Issue of RFQ cum RFP document	T <sup>th</sup> day
ii.	Last date for receiving queries	T + 20 days
iii.	Pre-Bid Conference	T + 20 days
iv.	Authority response to queries	T + 25 days
v.	Bid Due Date / Bid Submission Date	T + 30 days
vi.	Evaluation & Announcement of short-listed Bidders	T + 35 days
vii.	Opening of RFP Bids	T + 40 days
viii.	Letter of Award (LOA)	T + 50 days
ix.	Date of payments by Selected Bidder	T + 65 days
x.	Signing of Concession Agreement	T + 95 days

*Wherein Tth day shall be the day of issuance of advertisement for invitation of RFQ cum RFP Bids.*

## 2. INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 2.1 Scope of Bid

2.1.1 The Authority wishes to receive Bids in order to short-list experienced and capable Bidders for the Project.

#### 2.2 Eligibility of Bidders

2.2.1(a) The Bidder may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, Bidder(s) applying individually or as a Lead member of a Consortium, as the case may be, cannot be member of another Bidder Consortium. The term Bidder used herein would apply to both a single entity and a Consortium.

(b) A Bidder may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 below.

(c) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Construction Period Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder may be considered to have a Conflict of Interest that affects the Bidding Process, if:

(i) such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is equal or less than 26% of its paid up and subscribed capital; or

(ii) A lead member of such Bidder/Consortium is also a constituent of another Bidder/Consortium; or

(iii) such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or

(iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(v) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others’ information about, or to influence the Bid of either or each of the other Bidder; or

(vi) such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

(d) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Bidding Process

or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Construction Period Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same.

2.2.2 To be eligible for pre-qualification and short-listing, a Bidder shall fulfill the following conditions of eligibility:

(A) **Technical Capacity:** For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Bidder shall, over the past 10 (ten) financial years preceding the Bid Due Date, have:

- (i) paid for, or received payments for construction of Eligible Project(s); and/or
- (ii) commissioned and paid for execution of BOT (Build-Operate-Transfer), BOLT (Build-Own-Lease-Transfer), BOO (Build-Own-Operate), BOOT (Build-Own-Operate-Transfer) or PPP projects that qualify as Eligible Projects; and/ or
- (iii) collected and appropriated revenues of BOT/ BOLT/ BOO/ BOOT PPP projects that qualify as Eligible Projects,

such that the sum total of the above is more than Rs. 35 crores (Rupees Thirty Five Crores) (the “**Threshold Technical Capability**”).

Provided that at least one fourth of the Threshold Technical Capability shall be from the Eligible Projects in Category 1 and/ or Category 3 specified in Clause 3.2.1.

(B) **Financial Capacity:** The Bidder shall have a minimum Net Worth (the “**Financial Capacity**”) of Rs. 17.5 crores (Rupees Seventeen crores Fifty Lacs) as at the close of the preceding financial year.

In case of a Consortium, the Financial Capacity of those members, who have an equity share of at least 26% each in such Consortium, should satisfy the above conditions of eligibility.

Also, the members satisfying the Technical and Financial Capacity shall be required to remain part of the Consortium for a minimum period of 9½ (nine and a half) years from the date of signing of Concession Agreement or 5 (five) years from the Commercial Operation Date, whichever is later.

2.2.3 **O&M Experience:** The Bidder shall, in the case of a Consortium, include a member, who shall subscribe and continue to hold at least 26% (Twenty six percent) of the subscribed and paid up equity of the SPV for a period of 5 (five) years from the Commercial Operation Date of the Project, and has either by itself or through its Associates, experience of Construction and/or Operations and Management (O&M) of at least One Category I project of minimum size of Rs. 3.50 crores in last five years. In case the Bidder is not a Consortium, it shall be eligible only if it has equivalent experience of its own or through its Associates.

2.2.4 The Bidders shall enclose with its Bid, to be submitted as per the format at **Appendix-I**, complete with its Annexure, the following:

- (i) Certificate(s) from its statutory auditors or the concerned client(s) stating the payments

received or works commissioned, as the case may be, during the past 10 (ten) years in respect of the projects specified in paragraph 2.2.2(A) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), he should further support his claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and

- (ii) certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.4(ii). For the purposes of this RFQ cum RFP, net worth (the “**Net Worth**”) shall mean the aggregate of value of the paid up equity capital and free reserves (excluding reserves created out of revaluation) reduced by the aggregate value of accumulated losses and deferred expenditure not written off (including miscellaneous expenses not written off).”

2.2.5 The Bidder should submit a Power of Attorney as per the format at **Appendix-II**, duly notarized and on a stamp paper of an appropriate value, issued and signed by the Bidder in favour of a specified person to act as the official representative of the Bidder for the purpose of signing documents, making corrections/modifications and interacting with the Authority and acting as the contact person

2.2.6 Where the Bidder is a Consortium, it should comply with the following additional requirements:

- (a) Number of members in a consortium should be limited to 6 (six), but information sought in the Bid may be restricted to 4 (four) members in the order of their equity contribution;
- (b) subject to the provisions of clause (a) above, the Bid should contain the information required for each member of the Consortium;
- (c) members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share of at least 26% in the Consortium for a minimum period of 9 ½ years (nine and half) years from date of signing of concession agreement Or 5 (five) years from the Commercial operation date whichever is later. The nomination(s) shall be supported by a Power of Attorney, as per the format at **Appendix-III**, signed by all the other members of the Consortium;
- (d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- (e) an individual Bidder cannot at the same time be member of a Consortium applying for pre-qualification. Further, a Lead member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for pre-qualification
- (f) the parties to a Consortium shall be required to acquire the Special Purpose Vehicle, already incorporated under the Indian Companies Act, 1956 in the name and style of Yamunotri Projects Company (P) Limited , to execute the Project if awarded to the Consortium; and
- (g) members of the Consortium shall enter into a binding Joint Bidding Agreement (the “**Jt. Bidding Agreement**”) for the purpose of making the Bid and submitting Bid in the event of being short-listed. The Jt. Bidding Agreement shall, inter alia:
  - (i) convey the intent to execute the Project with shareholding/ ownership equity commitment(s) in accordance with this RFQ cum, RFP, which would enter into the Concession Agreement 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 Consortium;

- (ii) clearly outline the proposed roles and responsibilities of each member at each stage;
- (iii) commit the minimum equity stake to be held by each member; and
- (iv) include a statement to the effect that all members of the Consortium shall, till such time they provide the specified performance security or bond, be liable jointly and severally for execution of the Project in accordance with the terms of the Concession Agreement.

*(Note: A copy of the Jt. Bidding Agreement should be submitted along with the Bid. The Jt. Bidding Agreement entered into between the members of the Consortium should be specific to the Project and should fulfill the above requirements, failing which the Bid shall be considered non-responsive).*

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

2.2.8 An Bidder/ Consortium member should, in the last three years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract nor have had any contract terminated for breach by such Bidder/ Consortium member.

2.2.9 In computing the Technical Capacity and Net Worth of the Bidder/ Consortium members under Clauses 2.2.2 and 2.2.3, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.

For purposes hereof, Associate means, in relation to the Bidder/ Consortium member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium member (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise.

2.2.10 The following conditions shall be adhered to while submitting an Bid:

- (i) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexures is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (ii) information supplied by an Bidder (or other constituent member if the Bidder is a Consortium) must apply to the Bidder or constituent member named in the Bid and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Bidders whose identity and/ or constitution is identical to that at pre-qualification;
- (iii) in responding to the pre-qualification submissions, Bidders should demonstrate their

capabilities in accordance with Clause 3.1 below; and

- (iv) in case the Bidder is a consortium, each member of the Consortium should substantially satisfy the pre-qualification requirements to the extent specified herein.

2.2.11 While Qualification is open to persons from any country, the following provisions shall be applicable:

- (a) Where, on the date of the Bid, not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital in an Bidder or any of the constituents of a Consortium is held by persons resident outside India or where an Bidder or any of the constituents of a Consortium is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the date of the Bid, there is an acquisition of not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital or control (by persons resident outside India) in or of the Bidder or any of the constituents of a Consortium; then the Qualification of such Bidder or in the event described in sub clause (b) above, the continued Qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Authority of any change in its shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.2.12 The Selected Bidder would be required to undertake following activities / payments:

S.No.	Key Information	Details
1.	Fixed Upfront Premium	The Selected Bidder would be required to make the payment of Rs. 70 lacs (Rupees Seventy lacs only) within 15 days of issue of Letter of Award and before signing of Concession Agreement. The payment has to be made in the form of Demand Draft in favour of CEO, UTDB payable at Dehradun.
2.	Project Development Expenses & Success Fees	The Selected Bidder would be required to make the following payments:  (a) Project Development Expenses (PDE) plus interest charges at the rate of SBI-BPLR (i.e. 13%) calculated till actual date of payment of PDE shall be paid by the Selected Bidder to Uttarakhand Infrastructure Projects Company (P) Limited within 15 days of the issue of Letter of Award. The payment has to be made in the form of Demand Draft in favour of Uttarakhand Infrastructure Projects Company (P) Limited payable at Dehradun.

		<p>It is estimated that the total amount of PDE will be <b>Rs. 34,79,360/-</b> which will include the following components:</p> <p>i. Expenses (Principal) with interest till 31-3-2011: <b>Rs. 33,05,127/-</b></p> <p>ii. Estimated Expenses (Principal) till 30-7-2011 (estimated date of payment of PDE): <b>Rs. 1,00,000/-</b></p> <p>iii. Interest charges at the rate of 13% pa calculated till 30-7-2011 (estimated date of payment of PDE): <b>Rs. 74,233/-</b></p> <p>(b) Success Fee of <b>Rs. 1,40,00,000</b> (Rupees One crore Forty Lakhs only) to IL&amp;FS IDC Fund payable at New Delhi within 15 days of the issue of Letter of Award. The payment has to be made in the form of Demand Draft in favour of IL&amp;FS IIDC Fund payable at New Delhi.</p> <p>(c) Success Fee of <b>Rs. 1,40,00,000</b> (Rupee One crore Forty Lakhs only) to Authority payable at Dehradun within 15 days of the issue of Letter of Award. The payment has to be made in the form of Demand Draft in favour of CEO, UTDB payable at Dehradun.</p> <p>The above amounts are exclusive of service tax or any other taxes, which would be paid extra, as applicable.</p>
3.	Acquire the Project SPV	The Selected Bidder would be required to acquire Yamunotri Projects Company Private Limited at par from UIPC, within 30 days of issue of Letter of Award. A definitive agreement would be entered into between the Selected Bidder and UIPC for transfer of Project SPV.
4.	Construction Period Performance Security	The selected bidder will submit a Construction Period Performance Security of Rs. 3.50 crores (Rupees Three crores Fifty lakhs only) within 15 days of issue Letter of Award in the form and manner as set forth in Schedule F of the Concession agreement.

### 2.3 Change in composition of the Consortium / Ownership

- 2.3.1 By submitting the Bid, the Bidder shall be deemed to have acknowledged that it was pre-qualified and short-listed on the basis of Financial Capacity of those of its Consortium Members who will own at least 26% each of the equity of the Concessionaire and Technical Capacity. The Bidder further acknowledges and undertakes that each of such Consortium Members who have met the Technical & Financial Capacity shall remain part of the Consortium with the aforesaid equity holding, for a minimum period of 9½ (nine and a half) years from the date of signing of Concession Agreement or 5 (five) years from the Commercial Operation Date, whichever is later, in accordance with the provisions of the Concession Agreement. The Bidder also acknowledges that the Lead Member shall have an equity share of at least 26% in the Consortium for a minimum period of 9½ (nine and a half) years from the date of signing of Concession Agreement or 5 (five) years from the Commercial Operation Date, whichever is later. The Bidder/Consortium further acknowledges that the aggregate holding of such Bidder /



Consortium Members in the total Equity of the Concessionaire shall not decline below 51% (fifty one per cent) during a period of 9½ (nine and half) years from the date of signing of this Agreement or 5 (five) years from the Commercial Operation Date, whichever is later. The Bidder also acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such there under. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.

- 2.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration in accordance with the RFQ cum RFP, the Bidder shall inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall forfeit and appropriate the Bid Security or Construction Period Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

## **2.4 Number of Bids**

A Bidder is eligible to submit only one Bid for the Project. A Bidder applying individually or as a Lead member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.

## **2.5 Bid and other costs**

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in either the Qualification Stage or the Bid Stage. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

## **2.6 Site visit and verification of information**

- 2.6.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

For any assistance in respect to the site visit to the Bidders, Bidders can contact the following office at Dehradun on the address given below:

Mr. Piyush Jain, Sr. Manager  
Uttarakhand Infrastructure Projects Company Pvt. Ltd.  
88 - Govind Nagar, Race Course, Dehradun - 248001,  
Mobile: 09818290426  
Telefax: 0135-2627275, 2723520  
e-mail: piyush.jain@ilfsindia.com

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

- (a) made a complete and careful examination of the RFQ cum RFP;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFQ cum RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.6.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.6.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.6.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement; and
- (f) agreed to be bound by the undertakings provided by it under and in terms hereof.

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

## **2.7 Right to accept or reject any or all Bids**

2.7.1 Notwithstanding anything contained in this RFQ CUM RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.

2.7.2 The Authority reserves the right to reject any Bid if:

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

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

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

2.7.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof,

including the concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ cum RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder.

- 2.7.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ cum RFP. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

## **B. DOCUMENTS**

### **2.8 Contents of the RFQ cum RFP**

This RFQ cum RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

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

#### **Appendices**

I	Format for Bid
	Annex – I Details of Bidder
	Annex – II Technical Capacity of Bidder
	Annex – III Financial Capacity of Bidder
	Annex – IV Details of Eligible Projects
	Annex –V Statement of Legal Capacity
	Annex – VI Proposed Layout Plan
II	Format for Power of Attorney for signing of RFQ cum RFP Bid
III	Format for Power of Attorney for Lead Member of Consortium
IV	Bank Guarantee Format for Bid Security
V	Letter comprising the Price Bid
VI	Guidelines of the Department of Disinvestment

The draft Concession Agreement provided by the Authority as part of the Bid Document shall be deemed to be part of this RFQ cum RFP document.

### **2.9 Clarifications**

- 2.9.1 Bidders requiring any clarification on the RFQ cum RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.11. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 5 (five) days prior to the Bid Due Date. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all purchasers of the RFQ without identifying the source of queries.

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

2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFQ cum RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9.4 The Bidders shall note that reliance upon information/ clarification that is provided by any other source shall be at the risk of the Bidders.

## **2.10 Amendment of RFQ cum RFP**

2.10.1 At any time prior to the deadline for submission of Bid, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Bidder, modify the RFQ cum RFP by the issuance of Addenda.

2.10.2 Any Addendum thus issued will be sent in writing to all those who have purchased the RFQ cum RFP and would be uploaded on the respective website(s).

2.10.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

## **C. PREPARATION AND SUBMISSION OF BID**

### **2.11 Language**

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

### **2.12 Format and signing of Bid**

2.12.1 The Bidder shall provide all the information sought under this RFQ cum RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

2.12.2 The Bidder shall prepare one original set of the documents comprising the Bid (together with originals/copies of documents required to be submitted along therewith pursuant to this RFQ cum RFP) and clearly marked "ORIGINAL". In addition, the Bidder shall submit 2 (two) copies of the Bid, marked "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

2.12.3 The Bid and its copies shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. The Bid shall contain page numbers and shall be hard bound.

## 2.13 Sealing and Marking of Bids

2.13.1 The Bidder shall submit the Bid consisting of 3 (three) envelopes as under and seal it in one single outer envelope.

Envelope 1: RFQ cum RFP Bid (ORIGINAL)  
Envelope 2: RFQ cum RFP Bid (2 COPIES)  
Envelope 3: PRICE BID (as per the format provided in **Appendix-V**)

2.13.2 Envelope 1 and 2 shall contain original and copy of the following documents respectively:

- (i) Bid in the prescribed format (**Appendix-I**) along with Annexures and supporting documents;
- (ii) Power of Attorney for signing the Bid as per the format at **Appendix-II**;
- (iii) if applicable, the Power of Attorney for Lead Member of Consortium as per the format at **Appendix-III**;
- (iv) copy of the Jt. Bidding Agreement, in case of a Consortium;
- (v) copy of Memorandum and Articles of Association, if the Bidder/ Consortium member is a body corporate, and if a partnership then a copy of its partnership deed;
- (vi) copies of Bidder's/ each Consortium member's duly audited balance sheet and profit and loss account for the preceding financial year; and
- (vii) any other sector or project-specific requirement that may be specified by the Authority.
- (viii) Bid Security in the prescribed format (**Appendix-IV**);
- (ix) A copy of the draft Concession Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred hereinabove.

Envelope 3 shall consist of the Price Bid which is required to be furnished in the format at **Appendix-V**, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

Each of the envelopes shall clearly bear the following identification:

**"RFQ cum RFP Bid: for the Yamunotri Ropeway Project"**

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

2.13.3 Each of the envelopes shall be addressed to:

**Chief Executive Officer**  
Uttarakhand Tourism Development Board  
Pandit Din Dayal Upadhaya Paryatan Bhawan  
Garhi Cantt (Near ONGC Helipad)  
Dehradun  
Ph. & TeleFax: 91-135-2559898

2.13.4 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

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

#### **2.14 Bid Due Date**

2.14.1 Bids should be submitted before 1500 hours IST on the Bid Due Date, at the address provided in Clause 2.13.3 in the manner and form as detailed in this RFQ cum RFP. A receipt thereof should be obtained from the person specified in Clause 2.13.3.

2.14.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.

#### **2.15 Late Bids**

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

#### **2.16 Modifications/ substitution/ withdrawal of Bids**

2.16.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.16.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.13, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

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

### **D. EVALUATION PROCESS**

#### **2.17 Opening and Evaluation of Bids**

2.17.1 The Authority shall open the Bids at 1530 hours IST on the Bid Due Date, at the place specified in Clause 2.13.3 and in the presence of the Bidders who choose to attend.

2.17.2 Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.

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

2.17.4 Bidders are advised that pre-qualification of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

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

information.

- 2.17.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.
- 2.17.7 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

## **2.18 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority.

## **2.19 Tests of responsiveness**

- 2.19.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFQ cum RFP. A Bid shall be considered responsive only if:
- (a) it is received as per format at **Appendix-I**.
  - (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.14.2;
  - (c) it is signed, sealed, hard bound and marked as stipulated in Clause 2.13;
  - (d) it is accompanied by the Power(s) of Attorney as specified in Clause 2.2.5 and Clause 2.2.6 (c);
  - (e) it contains all the information (complete in all respects) as requested in this RFQ cum RFP;
  - (f) it contains information in formats same as those specified in this RFQ cum RFP;
  - (g) it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.6(g);
  - (h) it is accompanied by the Bid Security as specified in Clause 1.2.4;
  - (i) it does not contain any condition or qualification; and
  - (j) it is not non-responsive in terms hereof.
- 2.19.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

## **2.20 Clarifications**

- (i) To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications

from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing.

- (ii) If an Bidder does not provide clarifications sought under Sub-Clause (i) above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

## **E. QUALIFICATION AND BIDDING**

### **2.21 Short-listing and notification**

After the evaluation of Bids, the Authority would announce a list of short-listed pre-qualified Bidders who will be eligible for participation in the Bid Stage. At the same time, the Authority would notify the other Bidders that they have not been short-listed. The Authority will not entertain any query or clarification from Bidders who fail to qualify.

### **2.22 Submission of Bids**

Price Bids for only pre-qualified Bidders shall be opened by the Authority. The Bidders are therefore advised to visit the site(s) and familiarise themselves with the Project by the time of submission of the Bid. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by the Authority.

### **2.23 Proprietary data**

All documents and other information supplied by the Authority or submitted by an Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

### **2.24 Correspondence with the Bidder**

The Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

### **2.26 Other conditions**

2.26.1 A Bidder is eligible to submit only one Bid for the Project. A Bidder bidding individually or as a Lead member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.

2.26.2 Notwithstanding anything to the contrary contained in this RFQ cum RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

2.26.3 The Bidding Documents including this RFQ cum RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.



2.26.4 This RFQ cum RFP is not transferable.

2.26.5 Any award of Concession pursuant to this RFQ cum RFP shall be subject to the terms of Bidding Documents.

## **F. BID SECURITY**

### **2.27 Bid Security**

2.27.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 1.2.4 hereinabove in the form of an irrevocable and unconditional bank guarantee issued by a nationalised bank, or a Scheduled Bank in India, in favour of the Authority in the format at **Appendix-IV** (the "**Bank Guarantee**") and having a validity period of not less than 180 days from the Bid Due Date, as may be extended by the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

2.27.2 Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of CEO, UTDB and payable at Dehradun (the "**Demand Draft**"). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.27.3 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

2.27.4 The Bid Security of unsuccessful Bidders will be refundable, without any interest, not later than 60 days from the issue of LOA except in the case of the highest Bidder. Where Bid Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

2.27.5 The Selected Bidder's Bid Security will be returned, without any interest, upon the Bidder signing the Concession Agreement and furnishing the Construction Period Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Construction Period Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.

2.27.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation / damages to the Authority in any of the events specified in Clause 2.27.7 herein below. The Bidder, by submitting its Bid pursuant to this RFQ cum RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.27.7 The Bid Security shall be forfeited and appropriated by the Authority as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:

- a) If a Bidder submits a non-responsive Bid;

- b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFQ cum RFP;
- c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFQ cum RFP and as extended by the Bidder from time to time;
- d) In the case of Selected Bidder, if it fails within the specified time limit -
  - i) to sign the Concession Agreement and/or
  - ii) to furnish the Construction Period Performance Security within the period prescribed thereof in the RFP and/or
  - iii) to make payments as per this RFQ cum RFP.
- e) In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Construction Performance Security.

### **3. CRITERIA FOR EVALUATION OF BIDS**

#### **3.1 Evaluation parameters for Qualifying Stage**

3.1.1 Only those Bidders who meet the eligibility criteria specified in Clauses 2.2.2 and 2.2.3 above shall qualify for evaluation under this Section 3. Bids of firms/ consortia who do not meet these criteria shall be rejected.

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

- (a) Technical Capacity; and
- (b) Financial Capacity

#### **3.2 Technical Capacity for purposes of evaluation**

3.2.1 Subject to the provisions of Clause 2.2, the following categories of experience would qualify as Technical Capacity and eligible experience (the "**Eligible Experience**") in relation to eligible projects as stipulated in Clauses 3.2.3 and 3.2.4 (the "**Eligible Projects**"):

Category 1: Project experience on Eligible Projects in ropeways sector that qualify under Clause 3.2.3

Category 2: Project experience on Eligible Projects in core sector that qualify under Clause 3.2.3

Category 3: Construction experience on Eligible Projects in ropeways sector that qualify under Clause 3.2.4

Category 4: Construction experience on Eligible Projects in core sector that qualify under Clause 3.2.4

For the purpose of this RFQ cum RFP:

(i) ropeways sector would be deemed to include at least one aerial passenger ropeway system including but not limited to closed/semi-closed cabin having a minimum length of 200 meters (single stretch, single location), and

(ii) core sector would be deemed to include power, telecom, ports, airports, railways, industrial parks, hospitality, pipelines, irrigation, water supply, sewerage and real estate development.

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

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

- (a) It should have been implemented on BOT, BOLT, BOO, BOOT or PPP basis;
- (b) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% equity during the period for which Eligible Experience is being claimed;
- (c) the capital cost of the project should be more than Rs. 3.5 crores (Rs. Three crores fifty lacs) and
- (d) the entity claiming experience shall, during the past 10 (ten) financial years preceding the Bid Due Date, have (i) commissioned/likely to commission the construction work of the

project and paid for it, and/or (ii) collected and appropriated the revenues of such project after commencement of commercial operation.

- 3.2.4 For a project to qualify as an Eligible Project under Categories 3 and 4, the Bidder should have paid for execution of its works or received payments from its client(s) for works executed, fully or partially, during the 10 (ten) financial years immediately preceding the Bid Due Date, and only the payments (gross) actually made or received, as the case may be during such 10 (ten) financial years shall qualify for purposes of computing the Experience Score. However, payments made or received in respect of projects having a capital cost of less than Rs. 3.5 crore (Rs. Three crores fifty lacs) shall not be reckoned as payments for Eligible Projects.
- 3.2.5 The Bidder shall quote experience in respect of a particular Eligible Project under any one category only, even though the Bidder (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.
- 3.2.6 Bidder's experience shall be measured and stated in terms of a score (the "**Experience Score**"). The Experience Score for a given category would be the project costs or certified payments/ receipts, as the case may be, divided by one crore and then multiplied by the applicable factor in Table 3.2.6 below. In case the Bidder has experience across different categories, the score for each category would be computed as above and then aggregated to arrive at his Experience Score.

**Table 3.2.6: Factors for Experience across categories**

	Factor
Category 1	1.50
Category 2	1.00
Category 3	0.75
Category 4	0.50

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

### **3.3 Details of Experience**

- 3.3.1 The Bidder should furnish the details of Eligible Experience for the past 10 (ten) years preceding the Bid Due date.
- 3.3.2 The Bidders must provide the necessary information relating to Technical Capacity as per format at **Annex-II** of Appendix-I.
- 3.3.3 The Bidder should furnish the required information and evidence in support its claim of Technical Capacity, as per format at **Annex-IV** of Appendix-I.

### **3.4 Financial information for purposes of evaluation**

- 3.4.1 The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each member in case of a Consortium) for the preceding financial year from the Bid Due Date.
- 3.4.2 In case the annual accounts for the latest financial year are not audited and therefore

the Bidder could not make it available, the Bidder shall give an undertaking to the same effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for the year preceding the year for which the Audited Annual Report is not being provided.

- 3.4.3 The Bidder must establish a minimum Net Worth of Rs. 17.50 crore (Rs. Seventeen crores fifty lacs), as specified in Clause 2.2.2 (B), and provide details as per format at **Annex-III** of Appendix-I.

### **3.5 Short-listing of Bidders**

- 3.5.1 The credentials of eligible Bidders shall be measured in terms of their Experience Score. The sum total of the Experience Scores for all Eligible Projects shall be the 'Aggregate Experience Score' of a particular Bidder. In case of a Consortium, the Aggregate Experience Score of each of its members, who qualify the Technical capacity as per clause 2.2.2 (A) or have an equity share of at least 26% in such Consortium, shall be summed up for arriving at the combined Aggregate Experience Score of the Consortium.
- 3.5.2 The Bidders shall then be ranked on the basis of their respective Aggregate Experience Scores and short-listed for submission of Bids. The Authority expects to short-list upto 5 (five) pre-qualified Bidders for participation in the Bid Stage. The Authority, however, reserves the right to extend the number of short- listed pre-qualified Bidders ("Bidders").

### **3.6 Bid Stage**

- 3.6.1 In the Bid Stage, Price Bids would be opened only for those Bidders who have been shortlisted in the Qualifying Stage as per clause 3.5.2.
- 3.6.2 The Price Bids will be evaluated for the Project on the basis of the highest revenue share (to be quoted in percentage) over and above 5% (five percent) of the Realizable Fee (the "Revenue Share") to be paid by a Bidder as per clause 1.2.7.
- 3.6.3 Price Bid is required to be furnished in the format at **Appendix-V**, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 3.6.4 The Bidder adjudged as responsive in terms of Clause 2.19 and quoting the highest Revenue Share offered to the Authority shall be declared as the selected Bidder (the "**Selected Bidder**").
- 3.6.5 In the event that two or more Bidders quote the same amount of Revenue Share (the "**Tie Bidders**"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.6.6 In the event that the highest Bidder withdraws or is not selected for any reason in the first instance (the "**first round of bidding**"), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid highest Bidder (the "**second round of bidding**"). If in the second round of bidding, only one Bidder matches the highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said highest Bidder in the second round of bidding, the said third highest bidder shall be the Selected Bidder.

- 3.6.7 In the event that no Bidder offers to match the highest Bidder in the second round of bidding as specified in Clause 3.6.6, the Authority may, in its discretion, invite fresh Bids (the **“third round of bidding”**) from all Bidders except highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.
- 3.6.8 After selection, a Letter of Award (the **“LOA”**) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.6.9 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall make payment towards Project Development Expenses, Success Fee and Fixed Upfront Premium as indicated in Clause 2.2.12 and acquire the Project SPV and execute the Concession Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation in the Concession Agreement.

### **3.7 Contacts during Bid Evaluation**

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

#### 4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority shall reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Construction Period Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
  - (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
  - (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
  - (d) **“undesirable practice”** means (i) establishing contact with any person connected with

or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.



## **5. PRE-BID CONFERENCE**

- 5.1 A Pre-Bid conference of the interested parties shall be convened at the designated date and time at Dehradun. A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 5.3 The Bidder is advised, as far as possible, to submit the queries in writing or by fax or email and the same should be sent to the Authority and UIPC at least 5 (five) working days before the pre-Bid conference. Minutes of the meeting shall be sent to all Bidders, which will subsequently form an Addendum to this RFQ cum RFP.

## **6. MISCELLANEOUS**

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Dehradun shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information;
  - (c) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
  - (d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

APPENDIX I  
**Letter Comprising the Bid**  
(Refer Clause 2.13.2)

Dated:

Chief Executive Officer  
UTDB, Dehradun

Sub: Bid for Yamunotri Ropeway Project

Dear Sir

With reference to your RFQ cum RFP document dated \*\*\*\*\*, I/we, having examined the RFQ cum RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.

- 2 All information provided in the Bid and in the Appendices and Annexures is true and correct and all documents accompanying such Bid are true copies of their respective originals.
- 3 This statement is made for the express purpose of qualifying as a Bidder for the development, construction, operation and maintenance of the aforesaid Project.
- 4 I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
- 5 I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6 We certify that in the last three years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the RFQ cum RFP document, including any Addendum issued by the Authority.
  - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFQ cum RFP document; and
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4 of the RFQ cum RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFQ cum RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Projects, without incurring any liability to the Bidders, in accordance with Clause 2.17.6 of the RFQ cum RFP document.

9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(ies) the Net Worth criteria and meet(s) the requirements as specified in the RFQ cum RFP document and are/ is qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply *mutatis mutandis* to the Bidding Process.
10. I/ We declare that we/Lead Member of the Consortium, are/ is not a Member of a/any other Consortium applying for pre-qualification.
11. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
14. I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated July 13, 2001, a copy of which forms part of the RFQ cum RFP at Appendix-VI thereof.
15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
16. We acknowledge that our Consortium/ proposed Consortium was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity. We confirm that the Members of the Consortium meeting the requirements of Technical Capacity shall remain part of the Consortium for a minimum period of 9½ (nine and a half) years from the signing of the Concession Agreement or 5 (five) years from the Commercial Operation Date, whichever is later. We also acknowledge that the Lead Member and Members of the Consortium meeting the Financial Capacity shall hold at least 26% equity of the Concessionaire as per the RFQ cum RFP document for a minimum period of 9½ (nine and a half) years from the signing of the Concession Agreement or 5 (five) years from the Commercial Operation Date, whichever is later. We further agree that the aggregate holding of our Consortium Members in the total Equity of the Concessionaire shall not decline below 51% (fifty one per cent) during a period of 9 ½ (nine and half) years from the date of signing of this Agreement or 5 (five) years from the Commercial Operation Date, whichever is later. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.
17. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFQ cum RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach

thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

18. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
19. I/We have studied all the Bidding Documents carefully and also surveyed the Project Site. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.
20. I/We offer a Bid Security of Rs. 70 lakhs (Rupees Seventy Lakhs only) to the Authority in accordance with the RFQ cum RFP Document. The Bid Security is in the form of a Demand Draft/ irrevocable and unconditional Bank Guarantee (*strike out whichever is not applicable*) is attached.
21. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened.
22. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFQ cum RFP document, and duly signed, is enclosed.
23. I/ We understand that the selected Bidder who is either an individual or a Consortium shall acquire the Project Special Purpose Vehicle from UIPC, incorporated under the Companies Act, 1956 in the name and style of M/s Yamunotri Projects Company Private Limited (the "Concessionaire"), prior to signing of the Concession Agreement.
24. I/We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Projects and the terms and implementation thereof.
25. I/we agree and undertake to abide by all the terms and conditions of the RFQ cum RFP document.

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

Yours faithfully,  
(Signature of the Authorised signatory)

Date:  
Place:

(Name and designation of the of the Authorised signatory)  
Name and seal of Bidder/Lead Firm

## ANNEX-I to Appendix I

### Details of Bidder

1.
  - (a) Name:
  - (b) Country of incorporation:
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Projects:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:
5. In case of a Consortium:
  - (a) The information above (1-4) should be provided for all the members of the Consortium.
  - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.6(g) should be attached to the Bid.
  - (c) Information regarding role of each member should be provided as per table below:

SI. No.	Name of Member	Role* {Refer Clause 2.2.6(d)}	Percentage of equity in the Consortium {Refer Clauses 2.2.6(a) & (c)}
1.			
2.			
3.			
4.			

*\* The role of each member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at Annex-IV.*

- (d) The following information shall also be provided for each member of the Consortium:

**Name of Bidder/ member of Consortium:**

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

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

**ANNEX-II to Appendix I**

**Technical Capacity of the Bidder @**  
(Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the RFQ cum RFP)

Bidder type #	Member Code*	Project Code**	Category \$	Experience (Equivalent Rs. crore)			Experience Score£
				Payment received for construction of Eligible Projects	Payment made for construction of Eligible Projects	Revenues appropriated from Eligible Projects	
Single entity Bidder		a					
		b					
		c					
		d					
Consortium Member 1		1a					
		1b					
		1c					
		1d					
Consortium Member 2		2a					
		2b					
		2c					
		2d					
Consortium Member 3		3a					
		3b					
		3c					
		3d					
Consortium Member 4		4a					
		4b					
		4c					
		4d					
<b>Aggregate Experience Score =</b>							

@ Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.2.9 and/ or by a project company eligible under Clause 3.2.3(b).

# An Bidder consisting of a single entity should fill in details as per the row titled Single entity



*Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored.*

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

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

*\$ Refer Clause 3.2.1.*

*£ Divide the amount in the Experience column by one crore and then multiply the product by applicable factor set out in Table 3.2.6.*

**ANNEX-III to Appendix I**

**Financial Capacity of the Bidder**

*(Refer to Clauses 2.2.2(B), 2.2.4 (ii) and 3.4 of the RFQ cum RFP)*

**(In Rs. crore)**

<b>Bidder type *</b>	<b>Member Code**</b>	<b>Net Worth***</b>
		Last preceding Year
Single entity Bidder		
Consortium Member 1		
Consortium Member 2		
Consortium Member 3		
Consortium Member 4		
TOTAL		

**Instructions:**

1. The Bidder/ its constituent consortium members shall attach copy of the balance sheet, financial statements and Annual Report for preceding Financial Year at the Bid Due Date. The financial statement shall:
  - a) reflect the financial situation of the Bidder and its Associates where the Bidder is relying on its Associate's financials;
  - b) be audited by a statutory auditor;
  - c) be complete, including all notes to the financial statements; and
  - d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + accrued liabilities).
3. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.6 (g) of the RFQ cum RFP document.
4. The Bidder shall also provide the name and address of the Bankers to the Bidder.

5. The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.4 (ii) of the RFQ cum RFP document.

**ANNEX-IV to Appendix I**

**Details of Eligible Projects**

(Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the RFQ CUM RFP)

**Project Code: Member Code:**

Item	Refer Instruction	Particulars of the Project
Title & nature of the project		
Category	5	
Year-wise payments received/ made or revenues appropriated	6	
Entity for which the project was constructed/ developed	7	
Location		
Project cost/ revenues/ Payments	8	
Date of commencement of project/ contract		
Date of completion/ Commissioning	9	
Equity shareholding (with period during which equity was held)	10	

**Instructions:**

1. Bidders are expected to provide information in respect of Eligible Projects in this Annexure. The projects cited must comply with the eligibility criteria specified in Clause 3.2.3 and 3.2.4 of the RFQ CUM RFP, as the case may be. Information provided in this section is intended to serve as a back up for information provided in the Bid. Bidders should also refer to the Instructions below.
2. For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. A separate sheet should be filled for each of the Eligible Projects.
4. Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member.

5. Refer Clause 3.2.1 of the RFQ CUM RFP for category number.
6. The total payments received/ made or revenues appropriated for each Eligible Project are stated in Annex-II of this Appendix-I. The figures to be provided here should indicate the break-up for the past **10 (ten)** financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on.
7. In case of Categories I and II projects, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to PPA, etc.) may be provided. In case of Categories III and IV projects, similar particulars of the client need to be provided.
8. For Categories 1 and 2, project costs incurred or revenues appropriated, as the case may be, should be provided. In case of Categories 3 and 4, payments received should be provided.
9. For Categories 1 and 2, the date of commissioning/**likely date of commissioning** of the project, should be indicated. In case of Categories 3 and 4, date of completion of construction/**likely date of completion of construction** should be indicated.
10. For Categories 1 and 2, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.2.3).
11. Experience for any activity relating to an Eligible Project shall not be claimed by two or more members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
12. Certificate from the client or the Bidder's statutory auditor must be furnished as per format below.
13. If the Bidder is claiming experience under Categories 1 & 2, it should provide a certificate from its statutory auditor in the format below:

**Certificate from the Statutory Auditor**

This is to certify that \_\_\_\_\_ (*name of the Bidder*) is/ was an equity shareholder in \_\_\_\_\_ (*title of the project company*) and holds/ held Rs. \*\*\* cr. of equity (which constitutes \_\_\_\_% of the total paid up and subscribed equity capital) of the project company from \_\_\_\_\_ (*date*) to \_\_\_\_\_ (*date*)<sup>£</sup>. The project was (completed and commissioned)/(likely to be commissioned) on \_\_\_\_\_ (*date of commissioning/likely date of commissioning of the project*).

We further certify that the total estimated cost of the project is Rs. \*\*\*\* cr., of which Rs. \*\*\*\* cr. of capital expenditure was incurred during the past ten financial years as per year-wise details noted below:

\* \* \*

We also certify that the annual revenues collected and appropriated by the Bidder during the past ten financial years were Rs. \*\*\*\* cr. as per year-wise details noted

below:

Authorised Signatory

Name:

Designation:

£ *In case the project is owned by the Bidder company, this language may be suitably modified to read: "It is certified that \_\_\_\_\_ (name of Bidder) constructed and/ or owned/likely to complete the construction and/or own the \_\_\_\_\_ (name of project) from \_\_\_\_\_(date) to \_\_\_\_\_(date)/ as on date ....."*

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

**Certificate from the Statutory Auditor/ Client regarding construction works**

This is to certify that \_\_\_\_\_ (name of the Bidder) was engaged by \_\_\_\_\_ (title of the project company) to execute \_\_\_\_\_ (name of project) for \_\_\_\_\_ (nature of project). The construction of the project commenced on \_\_\_\_\_ (date) and the project was/is likely to be commissioned on \_\_\_\_\_(date). It is certified that \_\_\_\_\_(name of the Bidder) received Rs. \*\*\* cr. by way of payment for the aforesaid construction.

We further certify that the total estimated cost of construction of the project is Rs. \*\*\*\* cr., of which Rs. \*\*\*\* cr. was paid to the Bidder by the project company during the past ten financial years as per year-wise details noted below:

\* \* \*

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

Authorised Signatory

Name:

Designation:

Signature of the Authorised Signatory and date.

15. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience Score.

**ANNEX-V to Appendix I**  
**Statement of Legal Capacity**

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

Ref. Date:

To,

Chief Executive Officer  
UTDB, Dehradun

Dear Sir,

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

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

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

Thanking you,

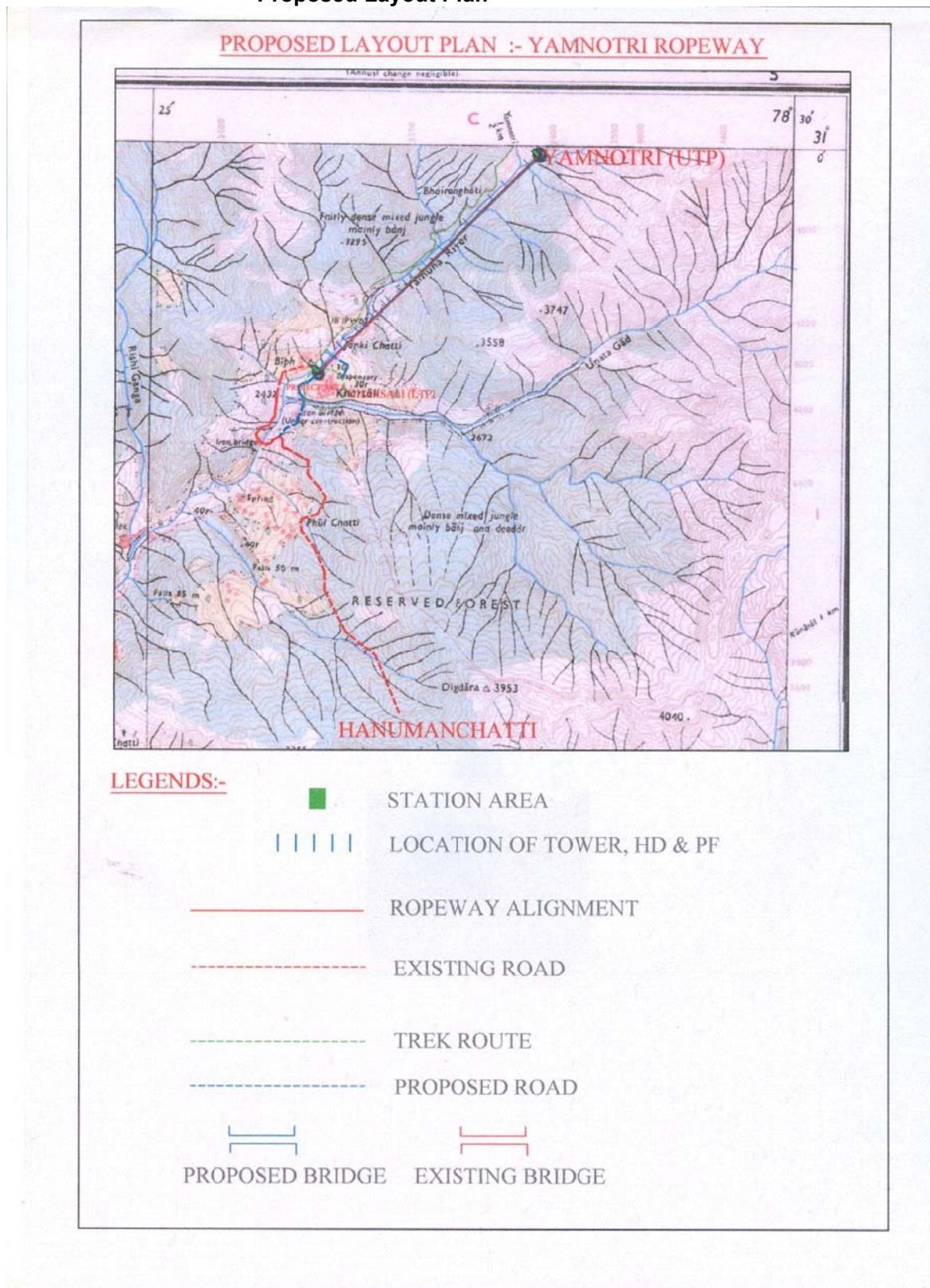
Yours faithfully

Authorised Signatory  
For and on behalf of

\* Please strike off whichever is not applicable

# ANNEX-VI to Appendix I

## Proposed Layout Plan





**APPENDIX II**

**Power of Attorney for signing of Bid**

*(Refer Clause 2.2.5)*

Know all men by these presents, We, \_\_\_\_\_(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is presently employed with us/ the Lead Member of our Consortium and holding the position of \_\_\_\_\_, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Yamunotri Ropeway Project proposed or being developed by the Uttarakhand Tourism Development Board (UTDB) (the "Authority") including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\*\*.

For -----

(Signature)

(Name, Title and Address)

Witnesses:

- 1.
2. Accepted

\_\_\_\_\_  
(Signature)

(Name, Title and Address of the Attorney)

[Notarised]

*Notes:*

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

**APPENDIX III**

**Power of Attorney for Lead Member of Consortium**

*(Refer Clause 2.13.2)*

Whereas the “the Authority” has invited Bids from interested parties for the Yamunotri Ropeway Project.

Whereas, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project[s] in accordance with the terms and conditions of RFQ cum RFP document and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, \_\_\_\_\_ having our registered office at \_\_\_\_\_, M/s. \_\_\_\_\_ having our registered office at \_\_\_\_\_, M/s. \_\_\_\_\_ having our registered office at \_\_\_\_\_, and \_\_\_\_\_ having our registered office at \_\_\_\_\_ [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub- delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid[s] of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\*\*

For \_\_\_\_\_  
(Signature)

(Name & Title)

\_\_\_\_\_

For \_\_\_\_\_  
(Signature)

(Name & Title)

\_\_\_\_\_

For \_\_\_\_\_  
(Signature)

(Name & Title)

\_\_\_\_\_

Witnesses:

- 1.
- 2.

\_\_\_\_\_  
(Executants)

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

*Notes:*

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

**APPENDIX-IV**  
**Bank Guarantee for Bid Security**  
(Refer Clauses 2.27)

B.G. No.

Dated:

1. In consideration of you, Uttarakhand Tourism Development Board (UTDB) , having its office at <<to be inserted>>, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of \_\_\_\_\_ [a Company registered under provision of the Companies Act, 1956] and having its registered office at \_\_\_\_\_ [and acting on behalf of its Consortium] (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the Yamunotri Ropeway Project on BOT basis (hereinafter referred to as “the Project”) pursuant to the RFQ cum RFP Document dated <<to be inserted>> issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at \_\_\_\_\_ and one of its branches at \_\_\_\_\_ (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of the RFQ cum RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFQ cum RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 70 Lakhs (Rupees Seventy Lakhs only) as bid security (hereinafter referred to as the “**Bid Security**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set-forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 70 Lakhs (Rupees Seventy Lakhs only).
4. This Guarantee shall be irrevocable and unconditional and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any

dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by \_\_\_\_\_ Bank

By the hand of Mr./Ms \_\_\_\_\_, its \_\_\_\_\_ and authorised official.

(Signature of the Authorised Signatory)  
(Official Seal)

For \_\_\_\_\_  
(Signature)

**APPENDIX V**

**(To be sealed in a separate envelope as per RFQ cum RFP)**

**Letter comprising the PRICE BID**  
(Refer Clauses 2.13.1 and 3.6.3)

Dated:

Chief Executive Officer  
UTDB  
Dehradun

Sub: Price Bid for Yamunotri Ropeway Project

Dear Sir

With reference to your RFQ cum RFP document dated \_\_\_\_\_, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Price Bid for the aforesaid Project. The Price Bid is unconditional and unqualified.

1. I/We hereby submit our Price Bid and offer a Revenue Share of \_\_\_\_\_ % (*indicate percentage in words also*) for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.
2. We hereby understand and agree that the Price Bids will be evaluated for the Project on the basis of the highest revenue share on and above 5% (five percent) of the Realizable Fee (the "Revenue Share"). The Revenue Share amount shall constitute the sole criteria for evaluation of Bids. The Project shall be awarded to the Bidder quoting the highest Revenue Share.

Realizable Fee means all Fee due and realizable under the Concession Agreement where Fee means the charge levied on and payable by a User using any of the Project Facilities or a part thereof, in accordance with the Concession Agreement and any other income derived directly or indirectly from the operations of the Project Facilities including but not limited to rental and other payments received from sub-lessees, if any and all other revenues accruing from the use of the Project Facilities).

3. The Revenue Share has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFQ cum RFP, draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Bid.
4. I/We agree to keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFQ cum RFP.

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

Yours faithfully,  
(Signature of the Authorised signatory)

Date:  
Place:

(Name and designation of the of the Authorised signatory)  
Name and seal of Bidder/Lead Firm

## APPENDIX VI

(These guidelines may be modified or substituted by the Government from time to time)

### Guidelines of the Department of Disinvestment

*(Refer Clause 1.2.1)*

No. 6/4/2001-DD-II  
Government of India  
Department of Disinvestment  
Block 14, CGO Complex

New Delhi. Dated 13<sup>th</sup> July, 2001.

#### OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.



- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-  
(A.K. Tewari) Under Secretary to the Government of India