

**UTTARAKHAND TOURISM DEVELOPMENT BOARD (UTDB),  
GOVERNMENT OF UTTARAKHAND**

invites

**REQUEST FOR PROPOSAL (RFP)**

for

**Development, Operation and Maintenance of  
a Luxury Floating Hotel/Resort at Tehri Reservoir under Design,  
Build, Finance, Operate and Transfer (DBFOT) Mode**

January 2024

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**Volume 1 -  
Instructions to Bidders (ITB)**

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*The RFP contains brief information about the project for the Development, Operation and Maintenance of a Luxury Floating Hotel/Resort at Tehri Reservoir under Design, Build, Finance, Operate and Transfer (DBFOT) Mode of PPP (herein referred to as “**Project**”), by a private participant being the selected Bidder / Concessionaire selected through a competitive bidding process. The purpose of this RFP is to provide the Bidder(s) with information that may be useful to them in the formulation of their bids (including Financial Bids) (the “**Bids**” or “**Proposal**”) pursuant for this RFP and for no other purpose.*

*This RFP document is not a contract and is not an offer or invitation to any other party. The purpose of this RFP document is to provide the Bidders with information to assist the formulation of their proposal submission. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the Authority and their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed Project than others. Each recipient must conduct its own analysis of the information contained in this RFP document or to correct any inaccuracies that may appear in this RFP document and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regimes which apply thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any contract or arrangement relating to the proposed Project.*

*Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be 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 possession or use of this RFP in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves concerning, and shall observe, any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial or tax advice.*

*The Authority, its employees, advisors or consultants make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any*

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*assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage. Neither the information in this RFP nor any other written or oral information in relation to the Bidding Process for implementing the Project or otherwise is intended to form the basis of or the inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the Project and should not be relied as such.*

*The Authority and its advisors/ consultants/ representatives/ employees accept no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.*

*The Authority and also its advisors may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, data, statements, assessment or assumptions contained in this RFP or change the evaluation or eligibility criteria at any time or annul the entire Bidding Process.*

*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 including costs relating to submission and maintenance of various fees, undertakings and guarantees required pursuant to this RFP and also any cost relating to updating, modifying or re-submitting its Bid pursuant to the RFP being updated, supplemented or amended by the Authority. All such costs and expenses will be incurred and borne by the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process (hereinafter defined).*

*The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of the Authority or to any other person in a position to influence the decision of the Authority for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the Authority may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid / Proposal Security.*

*This RFP document and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the Project in accordance with RFP, the information contained in the RFP document shall not be divulged to any other party. The information contained in the RFP document must be kept confidential.*

*Development, Operation and Maintenance of a Luxury Floating Hotel/Resort at Tehri Reservoir under Design, Build, Finance, Operate and Transfer (DBFOT) Mode*

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## Project Summary

S.No.	Parameters	Details
1.	Project Title	Development, Operation and Maintenance of a Luxury Floating Hotel/Resort at Tehri Reservoir under Design, Build, Finance, Operate and Transfer (DBFOT) Mode
2.	Project Scope (Refer Section 2 for details)	<p><i>This RFP is floated for selection of Concessionaire for Development, Operation and Maintenance of a Luxury Floating Hotel/Resort at Tehri Reservoir under Design, Build, Finance, Operate and Transfer (DBFOT) Mode of Public Private Partnership (PPP)</i></p> <p>Scope of work for the Hotel entails:</p> <ul style="list-style-type: none"> <li>• Development of a Luxury Floating Hotel/Resort with minimum 30 rooms and ancillary facilities as per applicable development norms and regulations and in adherence to the comprehensive proposal submitted by the bidder herewith.</li> <li>• Financing for development, operation and maintenance of the Floating Hotel/Resort</li> <li>• Undertake Operation &amp; Maintenance of the Facility for the Concession Period and transfer the property on transfer date.</li> </ul>
3.	Authority	Uttarakhand Tourism Development Board (UTDB), Government of Uttarakhand
4.	Implementation Format	Public Private Partnership (PPP)
5.	Concession Format	Design-Build-Finance-Operate-Transfer (DBFOT)
6.	Institutional Structure for Implementation	The selected Bidder, shall undertake to incorporate a Special Purpose Vehicle (SPV) under the Companies Act, 2013 as such prior to execution of the Concession agreement (the Concessionaire) that shall be exclusively responsible for designing, engineering, financing, procurement, construction, marketing, operation, management and maintenance of the Project under and in accordance with the provisions of the Concession Agreement, to be entered into between the Concessionaire and the Authority.
7.	Term of the Agreement (Concession Period)	Up to Thirty 30 Years from the Appointed Date. The Concession period shall be 30 (Thirty) Years from the Appointed Date & first right of refusal shall be provided for extensions thereof which will be subject to the performance of the Concessionaire and prevailing norms set by Dam authorities.
8.	Minimum Development Obligations (MDOs)	The Minimum Development Obligation shall include development of a luxury facility Floating Hotel/Resort with all ancillary amenities with a minimum of 30 Rooms, Restaurants & ancillary facilities within 36 (thirty-six) months from the Appointed Date as per the specifications provided in the Concession Agreement.
9.	Consortium (Refer Clause 3.3 for details)	Maximum 3 members
10.	Appointed Date	<ul style="list-style-type: none"> <li>▪ The date of issuance of Certificate of Compliance after fulfilment of</li> </ul>



*Development, Operation and Maintenance of a Luxury Floating Hotel/Resort at Tehri Reservoir under Design, Build, Finance, Operate and Transfer (DBFOT) Mode*

S.No.	Parameters	Details
		<p>Conditions Precedent by both the Parties.</p> <ul style="list-style-type: none"> <li>Appointed Date shall be achieved within 180 (one hundred and eighty) days of date of signing of Agreement, subject to extension as per terms of Article 4 of Draft Concession Agreement.</li> </ul>
11.	Selection Process (Refer Clause 4.1 for details)	<p><b>Step 1</b> – Assessment of Technical Capacity and Financial Capacity to determine Technically Qualified Bidders (Detailed process outlined in Clause 4.1)</p> <p><b>Step 2</b> – Financial Proposals of only Technically Qualified Bidders shall be opened to select the Successful Bidder.</p>
12.	Bid Variable (Refer Clause 2.6 for details)	The highest Bidder (the “Highest bidder”) shall be the Bidder who quotes in its price Bid the highest Upfront Concession Fee over and above the threshold of INR 0.50 Crore
13.	Financial Covenants (Refer Clause 3.21for details)	<u>Non-Refundable Bid Document Fee (Payable online):</u> INR 11,800 (Rupees Eleven Thousand Eight Hundred Only) including GST
		<u>Bid / Proposal Security:</u> INR 50.00 Lakhs (Rupees Fifty Lakhs Only)
		<u>Performance Security:</u> The successful bidder has to furnish Performance Securities before signing the contract in the manner as mentioned below: <ul style="list-style-type: none"> <li>From the date of award of contract till COD: INR 2.50 Crores with validity of 60 (sixty) days beyond the <b>Construction period</b></li> <li>From COD till expiry of concession period: INR 1.50 Crore with validity of 60 (sixty) days beyond the <b>Concession period</b></li> </ul>
14.	Expected CAPEX (Estimated Project Cost)	Expected CAPEX: INR 50 Crore
15.	Consideration to Authority	<p>Described in detail in Section 2.5</p> <ul style="list-style-type: none"> <li><b>Upfront Concession Fee</b> - As quoted by the bidder above minimum threshold of INR 0.50 Crore.</li> <li><b>Revenue Share</b> - 3% of Gross Revenues for each accounting year</li> <li><b>Annual Lease rental</b> – INR 1 Lakh</li> </ul>

## 1 Invitation for Proposal

### 1.1 Introduction

1.1.1 UTDB strives to place Uttarakhand on the tourism map of the world as one of the leading tourist destinations, and to make Uttarakhand synonymous with tourism. Its prerogative is to develop tourism as a major source of employment and income/revenue generation and as a pivot of the economic and social development in the State. UTDB envisages to develop manifold tourism related resources of the State in an eco-friendly manner, with the active participation of the private sector and the local host communities. New Tehri is an adventure tourism hub, overlooking the massive Tehri Lake and dam, the well-planned town draws tourists, who come here for its natural beauty and the opportunity to enjoy innumerable water sports in the lake. The dam is the highest of its kind in India and is regarded among the world's largest hydroelectric projects.

Tehri a small town situated at the confluence of Bhagirathi and Bhilangna rivers in Uttarakhand, it was once the capital of the erstwhile kingdom of Garhwal. This town got submerged under the lake formed during the construction of the Tehri dam. The residents were relocated to New Tehri. New Tehri is perched high on a hill and offers the serenity of a hill-station with panoramic view of the beautiful water body of Tehri dam. Surrounded by beautiful temples, dense forests, and set against the soaring Himalayan peaks, New Tehri is an ideal vacation spot for local and inbound tourist alike. UTDB has done comprehensive planning and have planned multiple tourism related projects in the area to increase the overall tourist footfall, the area is poised to become one of the major upcoming destinations in Uttarakhand.

1.1.2 The Authority shall carry out a transparent competitive bid process to shortlist a technically qualified bidder for the project.

1.1.3 This Request for Proposal (RFP) is for the selection of developer for **‘Development, Operation and Maintenance of a Luxury Floating Hotel/Resort at Tehri Reservoir under Design, Build, Finance, Operate and Transfer (DBFOT) Mode** (the “Project”) on Design, Build, Finance, Operate and Transfer (DBFOT) basis for a **Concession Period of Thirty (30) years** from the Appointed Date. A brief of the project is provided hereunder, for any further details of the project refer Section 2 of this document:

Particulars	Description
Village	Tehri
Tehsil	Tehri Garhwal
Area (Name)	Tehri Reservoir
Proposed Area of Water Surface	2.00 Hectare (Approx.)
Proposed Area for Land adjacent to water surface	1 Acre (Approx.)
Location Coordinates for water & land area	To be identified by Operators
Distance from Dehradun airport	85.0 km

1.1.4 A **“Single-Stage Two-Envelope”** bidding process is to be followed for determining the Selected Bidder for the Hotel:

**A. Step 1 – Qualification and Shortlisting**

The Bidders are required to meet the Minimum Eligibility Criteria, as set out in Section 3.2.6 of this RFP document, to qualify for the Project (“**Technically Qualified**” Bidder).

**B. Step 2 – Financial Proposal Evaluation and Selection**

The Financial Proposal of the Technically Qualified Bidders would be opened and evaluated. The Technically Qualified bidder quoting the highest bid variable shall be declared as the Selected Bidder.

1.1.5 The Bid Document for the Project shall comprise of the Instruction to Bidders (ITB), Draft Concession Agreement (DCA), Schedules to Draft Concession Agreement and any subsequent addendum or corrigendum issued by the Authority thereof. This ITB contains information about the Project, bid evaluation process, proposal submission details and qualification requirements. All proposals would be evaluated in terms of financial and technical capability of the Bidder.

1.1.6 Interested Bidders may download the Bid Documents from [uktenders.gov.in](http://uktenders.gov.in), after payment of non-refundable fee of INR 11,800/- (Rupees Eleven Thousand Eight Hundred only) online. Bids unaccompanied with the RFP Fee or a receipt of payment thereof shall be liable to rejection by the Authority.

1.1.7 The Technical Proposals shall be submitted both in Physical Copy and Online. The Physical Copy of Technical Proposals must be in the manner specified in the RFP document at the address given below:

**CEO,  
Uttarakhand Tourism Development Board (UTDB)  
Pt. Deendayal Upadhyay Paryatan Bhawan, Near ONGC Helipad  
Garhi Cantt, Dehradun-248003 (India)**

The Financial Proposal shall be submitted online only.

1.1.8 The Authority shall not be responsible for any delay in receiving the Proposals and reserves the right to reject / accept any or all Proposals without assigning any reason thereof.

1.1.9 Each Selected Bidder shall, prior to execution of the Concession Agreement (the “**Concession Agreement**”), incorporate as per the terms of this RFP, an appropriate Special Purpose Vehicle (the “**SPV**”) under the Companies Act, 2013 to execute the Agreement and implement the Project and such SPV (the “**Concessionaire**”) shall be responsible for development, operation and maintenance of the Project under and in accordance with the provisions of the Agreement to be entered into between the Concessionaire and the Authority.

1.1.10 A Contract (the “**Concession Agreement**” or the “**Agreement**”) will be drawn up between the “Authority” and the “Concessionaire”.

## 1.2 Schedule of Bidding Process

Authority shall endeavour to adhere to the following schedule:

Sr. No.	Event Description	Date
1	Start date of Downloading of RFP document	05/01/2024 from 3.00 PM
2	Pre-Bid Conference	22/01/2024 at 12.00 PM
3	Last date for receiving queries	25/01/2024 till 5.00 PM
4	Start Date of Bid Submission	06/02/2024 from 3.00 PM
5	<b>Proposal / Bid Due Date (Online)</b>	12/02/2024 till 3.00 PM
6	<b>Proposal / Bid Due Date (Physical)</b>	12/02/2024 till 3.00 PM
7	Opening of Technical Proposal	12/02/2024 till 3.30 PM
8	Date & Time of the Technical Presentation	To be announced
9	Opening of Financial Proposals	To be announced
10	Letter of Award (LOA)	To be announced
11	Acceptance of LOA	Within 7 days of Award
12	Signing of Agreement between Authority & Selected Bidder	Within 60 days of issue of LOA
13	Validity of Bids	180 days from the Bid Due Date

## 1.3 Pre-Bid Conference

1.3.1 The date, time and venue of the Pre-Bid Conference shall be:

- Date: 22/01/2024
- Time: 12.00 PM
- Venue: UTDB Office, Pt. Deendayal Upadhyay Paryatan Bhawan, Near ONGC Helipad Garhi Cantt, Dehradun-248003 (India)
- The bidders may attend the Pre -Bid Conference at the venue mentioned above or through Video Conference, the link of the VC shall be provided on request and made available on the UTDB website [uttarakhandtourism.gov.in](http://uttarakhandtourism.gov.in) before 24 hrs.

1.3.2 The minutes of the Pre-Bid Conference incorporating the clarifications shall be uploaded online only and shall form part of this RFP document. Queries raised after Last date for receiving queries shall not be entertained.

## 1.4 Authority's Authorized Representative

1.4.1 The Bidders may, during the Bid process, contact the Authority's Authorized Representative as below, for any clarification. However, it may be noted, that only those clarifications, sought as per the procedure laid out in Clause 3.10, shall be answered by the Authority. Neither the Authority, nor any of its representatives, shall be responsible for any other verbal clarifications / communications. The Authority may be contacted, for clarifications, at the following address through post.

**CEO,  
Uttarakhand Tourism Development Board (UTDB)**

Pt. Deendayal Upadhyay Paryatan Bhawan, Near ONGC Helipad  
Garhi Cantt, Dehradun-248003 (India)  
Tel: 91- 135- 2552626, 2559987, 8395875055  
E-mail: [pppcell.utdb@gmail.com](mailto:pppcell.utdb@gmail.com), [procurement.utdb@gmail.com](mailto:procurement.utdb@gmail.com)

## **2 Project Details**

### **2.1 Project Overview**

UTDB has planned for the development of its land through a private entity who will be selected through an open competitive Bidding Process. As part of this endeavour, UTDB shall undertake the development of Floating Hotel/ resort in the Tehri reservoir, at Tehri Garhwal Area through private investment mode on Design, Build, Finance, Operate and Transfer (the “DBFOT”) basis. For this purpose, the private entity shall develop, operate and maintain a Luxury Floating hotel(s)/resort(s) at New Tehri Area for the term of the Agreement.

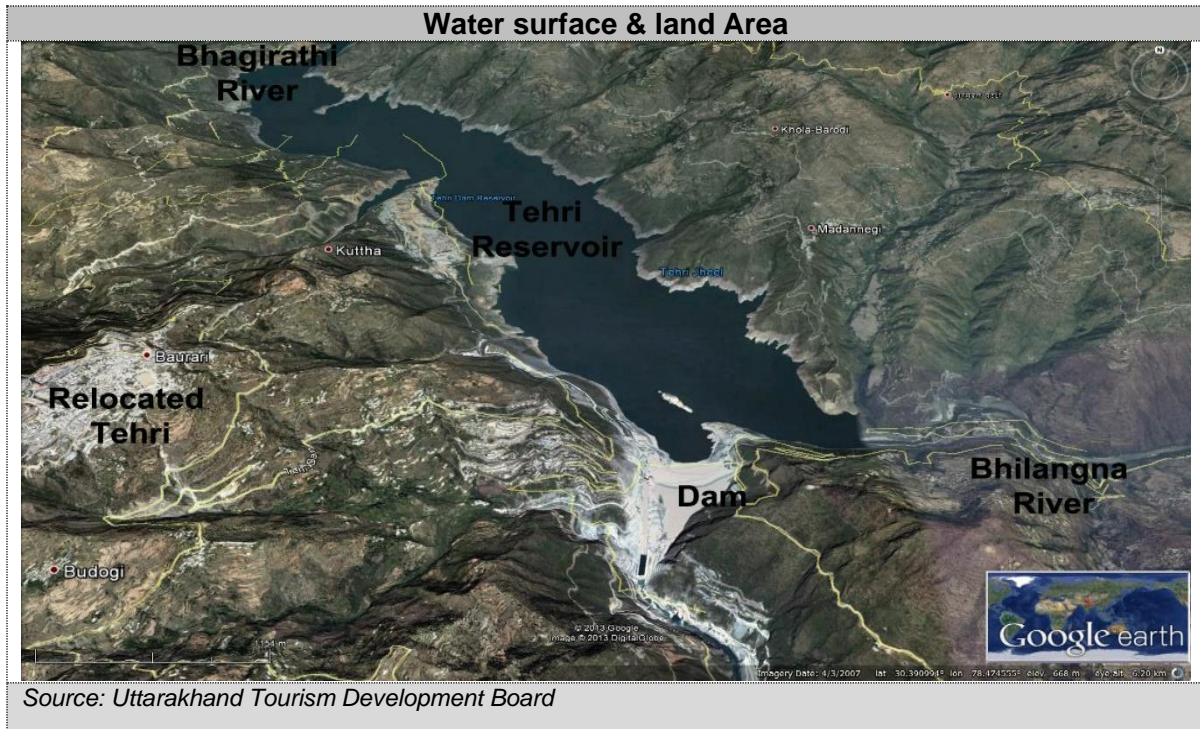
### **2.2 Business Potential:**

- 2.2.1 The proposed site area is situated in the Tehri reservoir of Tehri Garhwal district, the location is also prime because it has easy access to state capital of Dehradun and major tourist city of Rishikesh. In the past few years, Uttarakhand Tourism Development Board (UTDB) has taken several initiatives to comprehensively develop Tourist activities in the Tehri region, with this there has been a surge in tourist arrival in and around the area. There have been several developments in the area including water sports activities, ropeway, luxury hotels/resorts etc. but these activities have primarily been concentrated towards Bhagirathi side of the reservoir. The Authority believes that the untapped potential of the Bhilangana side of the reservoir is yet to be exploited.
- 2.2.2 Thus, the Authority requests comprehensive proposals for Development, Operation and Maintenance of a Luxury Floating Hotel/Resort at Tehri Reservoir under Design, Build, Finance, Operate and Transfer (DBFOT) Mode. The developer will have a first mover advantage as the development is proposed in the dam site.

The broad outline of the project has been provided below. As the proposed site is in close proximity to the dam gates, the Bidders are expected to conduct their own assessment of the proposed floating hotel including development potential / permissible developments in the area proposed as per Applicable norms and Laws, and the information provided herein is only indicative and not to be taken as absolute.

### Proposed Project Site

The location of the Tehri Reservoir water surface area is one of the finest sites measuring 20,000 Sqm, in New Tehri. It is in the vicinity of landmark locations of the state which is situated near Nargarh & Tipri village near Bhilangna River. The area is located in the serene natural settings away from the hustle of city.



## **2.3 PROJECT DESCRIPTION**

- 2.3.1 The Authority wishes to develop a premium flotel along the Tehri reservoir on DBFOT basis. The bidder is free to propose/select a 2 Hectare water patch away from the minimum distance of 2 km. from the flood gates (dam gates) and develop a premium/luxury of minimum 30 room floating hotel/ resort, for setting up ancillary services such as DG set, STP, Storerooms, etc. an additional 1 acre of land area along the reservoir shall be shortlisted. As on date floating commercials units are being operated in the reservoir, the bidders are requested to shortlist sites which are not in direct conflict/contradiction and allow for fair business practise during the concession period.
- 2.3.2 The bidders are required to prepare a comprehensive proposal for the project which entails all the project components planned for the entire duration of the concession period. The same will include the minimum development obligation and any other development which the bidder would like to take up during the concession period.
- 2.3.3 The comprehensive proposal submitted by the successful bidder shall form part of the concession agreement.
- 2.3.4 The proposed development of the flotel shall be as per the prevailing regulations and bidder shall be required to apply for all the requisite permission and licenses and keep them valid at all times.

## **2.4 Implementation Schedule**

The Concessionaire shall undertake all necessary activities to completely operationalise the Floating Hotel/ Floating Resort/ Cruise, including procuring equipment, necessary civil work, marketing, etc., within **24 months** of Appointed Date.

## **2.5 Key Terms**

The following shall apply to the Concessionaire:

- a) The Concessionaire shall hold lease to the land and built-up area provided by the Authority along with right of way.
- b) The Concessionaire may raise charge against its rights under the Concession Agreement for the purpose of raising financing.
- c) The Concessionaire shall develop / redevelop the Floating Hotel/Resort as per its own discretion as long as it is in accordance with the applicable bye laws and other regulations applicable to the sites.
- d) The Concessionaire shall earn revenues from facility as per rates to be set at the discretion of the Concessionaire.
- e) The Concessionaire shall be responsible for obtaining all applicable permits, incl. Floating Hotels/Resort permits, and other approvals required for development at the Water Body. The Authority shall support the Concessionaire on best effort basis.
- f) The Concessionaire shall be responsible for the upgradation of the access to the Flotel adjacent to the proposed Project Site Boundary. Additionally, the Concessionaire shall also maintain and upkeep the facility area.

## **2.6 Bid Variable**

- a) The highest Bidder (the “Highest bidder”) shall be the Bidder who quotes in its price Bid the highest Upfront Concession Fee over and above the threshold of INR 50 Lakh. Any bidder quoting below the threshold shall summarily be rejected.
- b) Technically Qualified Bidder quoting the highest Upfront Concession Fee for the Facility shall be declared as the Successful Bidder.

## **2.7 Pay-outs to the Authority**

The Selected Bidder would pay the following to the Authority:

- a) **Upfront Premium**
  - i. Upfront Premium for the Hotel: INR 50 Lakhs (Rupee Fifty Lakhs only)
  - ii. Upfront Premium to be paid prior to or simultaneous to signing of the Concession Agreement.
- b) **Annual Rent** – INR 1,00,000 (Indian Rupee One Lakh only) p.a., payable on or before the Appointed Date and each Anniversary of the Appointed Date thereon.
- c) **Revenue Share** amount (“Revenue Share Amount”) for the Floating Hotel/resort shall be calculated on or before 30<sup>th</sup> June of each year, as 3% of Gross Revenue from the Facility in the immediately preceding Financial Year (“Concerned Financial Year”), based on the financial statements.

Please refer to draft Concession Agreement for details.



### 3 Instructions for bidding

#### A. General

##### 3.1 General Terms of Bidding

- 3.1.1 No Bidder shall submit more than one Bid for the project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.
- 3.1.2 Notwithstanding anything to the contrary contained in this 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.
- 3.1.3 The Bidder shall deposit a Bid / Proposal Security, in accordance with the provisions of this RFP. The Bidder shall provide the Bid / Proposal Security in the form of **Demand Draft (DD) or online transfer through Real Time Gross Settlement (RTGS) / National Electronic Funds Transfer (NEFT) to the account set out below or through an irrevocable and unconditional Bank Guarantee as per format H.**

Beneficiary Name	CEO Uttarakhand Tourism Development Board Dehradun
Bank's name	Indian Bank
Account Number	50517934250
Branch	Nimbuwala, Garhi Cantt
Address	Nimbuwala, Garhi Cantt, Dehradun
IFSC	IDIB000N599
GST No.	05AAALU0031F1ZK
PAN	AAALU0031F

- 3.1.4 The Bidder should submit a Power of Attorney as per the format in Format D, authorizing the signatory of the Bid to commit the Bidder.
- 3.1.5 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 3.1.6 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 3.1.7 The document, including this RFP and all attached documents, provided by the Authority are and shall remain or becomes the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 3.1 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

3.1.8 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. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 25% (twenty five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 25% (twenty five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 3.1.8, indirect shareholding held through one or more intermediate persons shall be computed as follows:
  - a. where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
  - b. subject always to sub-clause(a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-Clause (b) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- ii. a constituent of such Bidder is also a constituent of another Bidder; or
- iii. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- v. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other; or
- vi. such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 3.1.8, shall include each Member of such Consortium.

In the event of disqualification of a Bidder due to Conflict of Interest found during the Bidding Process, the Authority shall be entitled to forfeit and appropriate the Bid Security.

In the event such Conflict of Interest is discovered after signing of Concession Agreement with the Selected Bidder, the Authority has a right to initiate termination proceedings under Concessionaire Default. The provisions of the Draft Concession Agreement shall apply.

### **3.2 Qualification / Shortlisting of Bidders**

3.2.1 The Bidder may be an independent legal entity such as registered Partnership Firms (under the Indian Partnership Act, 1932) or registered Company (under Companies Act, 1956 or 2013). Bidder could also be a consortium of independent entities, subject to a maximum of 3 Consortium Members.

3.2.2 An individual Bidder or a Consortium member shall not be allowed to be a member of any other Consortium.

3.2.3 The Bidder should be legally competent to enter into a contract as per prevailing Indian Laws.

3.2.4 Only those Bidders meeting Minimum Eligibility Criteria as per Clause 3.2.6 and other provisions of Volume-I: ITB of the RFP Document will be considered “Technically Qualified” for the Project.

3.2.5 The Bidder, or its constituent members in case of Consortium, should not be blacklisted by any state government or central government or any other government agency in India, as on Bid Due Date.

#### **3.2.6 Minimum Eligibility Criteria**

A Bidder should satisfy both **A. Technical Capacity** and **B. Financial Capacity**, as per this Clause 3.2.6, in order to meet and satisfy the Minimum Eligibility Criteria.

##### **A. Technical Capacity**

For demonstrating Technical Capacity, the Bidder shall be required to satisfy the Technical Capacity conditions below:

The technical qualification experience of all the Eligible Bidders will be evaluated and marks will be assigned (“**Technical Evaluation Score**”) based on the following parameters.

<b>Parameter</b>	<b>Max. Marks Obtained</b>
(1) Approach and Methodology of the Applicant (evaluated through presentation to be made by the Applicant to the Authority#): - <ul style="list-style-type: none"> <li>▪ Proposed development/concepts and site shortlisted: 20 Marks</li> <li>▪ Sustainable practices: 10 Marks</li> <li>▪ Proposed Strategy to generate revenue streams: 5 marks</li> <li>▪ Proposed Operational and Maintenance Plan: 5 Marks</li> </ul>	50

Parameter	Max. Marks Obtained						
<ul style="list-style-type: none"> <li>▪ Proposed investment and marketing of the project site: 5 Marks</li> <li>▪ Proposed safety, security and surveillance plan: 5 Marks</li> </ul>							
<p>(2) Number of projects the bidder has experience in development or operations &amp; maintenance of Luxury Floating Hotels / Floating Resorts/ luxury cruises anywhere in the world in the past 10 financial years.</p> <ul style="list-style-type: none"> <li>▪ 1 completed &amp; operational* project- 5 Marks</li> <li>▪ More than 1 completed &amp; operational* project – 10 marks</li> </ul>	10						
<p>(3) Experience of development / Operations and Maintenance of Hotel / Resort either by the Bidder or through tie-ups with well-known reputed partners:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Rooms</th> <th style="text-align: center;">Marks Assigned</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Upto 30 rooms (aggregate)</td> <td style="text-align: center;">5</td> </tr> <tr> <td style="text-align: center;">More than 30 rooms (aggregate)</td> <td style="text-align: center;">10</td> </tr> </tbody> </table>	Rooms	Marks Assigned	Upto 30 rooms (aggregate)	5	More than 30 rooms (aggregate)	10	10
Rooms	Marks Assigned						
Upto 30 rooms (aggregate)	5						
More than 30 rooms (aggregate)	10						
<p>(4) Minimum average annual Turnover in 3 (three) years of the last 5 (five) financial years i.e. FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21 and FY 2021-22:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Average Annual Turnover</th> <th style="text-align: center;">Marks Assigned</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">INR 25 Crore – INR 50 Crore</td> <td style="text-align: center;">5</td> </tr> <tr> <td style="text-align: center;">More than INR 50 Crore</td> <td style="text-align: center;">10</td> </tr> </tbody> </table>	Average Annual Turnover	Marks Assigned	INR 25 Crore – INR 50 Crore	5	More than INR 50 Crore	10	10
Average Annual Turnover	Marks Assigned						
INR 25 Crore – INR 50 Crore	5						
More than INR 50 Crore	10						
<p>(5) Experience of running a Tourism unit registered under Energy and Environmental Design (<b>LEED</b>) and Green Rating for Integrated Habitat Assessment (<b>GRIHA</b>)” certified building or Green Sustainable Development</p>	10						
<p>(6) Proposed operator for the project</p> <p>it is envisaged that the project will be operated for the concession period by a professional operator who has an experience of Operation &amp; Maintenance/Management experience of Hotels/Resorts with an overall portfolio of managing at least 1000 operational rooms in any of the 12 consecutive months during the past 10 financial years preceding the Bid Due Date.</p> <p>The proposed operator shall be onboarded at least 06 months prior to the Commercial Operation Date (COD) &amp; the executed O&amp;M agreement with the proposed operator shall be condition precedent of the concession agreement.</p>	10						
<b>Total Marks</b>	<b>100</b>						
<b>Minimum Technical Experience Score to be obtained by the Bidder</b>	<b>75</b>						

\*for the purpose of evaluation the project quoted for experience should be operational as on the

bid due date.

*#A detailed power point presentation will have to be made by the bidders before the Authority on the basis of which marks will be awarded. The presentation shall be an extract of the comprehensive proposal the bidder is proposing to be developed. Please note the same shall be part of the bidding document as well and shall be binding on the bidder as part of the concession agreement during the concession period.*

All Bidders scoring not less than the Minimum Technical Evaluation Score will be deemed as qualified (**“Technically Qualified Bidders”**). In case of less than 2 (two) Eligible Bidders, the Authority reserves the right to lower the minimum technical evaluation score.

The financial bids of technically qualified bidders and whose technical bid complies with the requirements mentioned in the RFP document shall be opened.

#### **Format for submission**

- The companies bidding for the above RFP, should have not been blacklisted by any of Government Authority or Public Sector Undertaking (PSUs) as on the last date of Bid submission, an undertaking for the same to be furnished.
- The Bidder should furnish details of technical capacity under Criteria A as per Appendix E1A and under Criteria B as per E1B.
- 1. A certificate from appropriate authorities / clients certifying completion of the project, clearly showing project cost, size, scope of the Bidder and completion date.
- 2. In case of owned projects, certificate from an independent architect or a statutory auditor certifying the details.
- 3. In case of Eligible Projects awarded under PPP / EPC mode:  
Relevant pages of the work order / letter of award / contract / agreement. Relevant pages shall mean the Preamble of such contract / agreement detailing the parties, section containing information on project details like size / cost, and the last pages detailing the signatories.

#### **B. Financial Capacity**

For the purpose of Financial Capacity, the Bidder shall be evaluated on the following:

- I. **NET WORTH** – Positive Net Worth as on 31<sup>st</sup> March 2023.
- II. **TURNOVER** – Average Annual Turnover in 3 (three) years of last 5 (five) financial years i.e 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23 should be at least INR 25,00,00,000/- (INR Twenty-Five Crore).

#### **Format for Submission**

The Bidder should furnish details of financial capacity as per Appendix E and submit proofs specified therein.

#### **NOTE:**

- I. The credentials of a Bidder’s (or Consortium member’s) Associate(s) shall also be considered for the purpose of satisfying Minimum Eligibility Criteria as per Clause 3.2.6. For the purpose of this RFP, **‘Associate’** shall mean, in relation to the Bidder, an entity who controls, is

controlled by, or is under the common control with such Bidder. The expression “control” means, with respect to an entity, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such entity. It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder shall be provided to demonstrate that a person is an Associate of the Bidder.

- II. In case of a Consortium
  - Technical Capacity of Consortium shall be met out by the lead member only.
  - Financial Capacity of Consortium shall be calculated as a sum of Financial Capacities of individual Consortium Members who hold at least 26% equity stake in the consortium.

### **3.3 Proposal submitted by a Consortium**

3.3.1 There can be a maximum of 3(three) members in a Consortium.

3.3.2 In case of a Consortium, the combined (aggregate) Technical capacity & Net Worth of those members, who shall have an equity share of at least 26% (twenty six percent) each in the SPV, should satisfy the above conditions of eligibility under clause 3.2.6; provided that each such member shall for a period of 5 (five) years from the date of commercial operations (COD), hold equity share capital not less than 26% of the subscribed and paid up equity of the SPV. However, the Lead Member nominated at the time of submission of the Proposal, shall continue to be the Lead Member for the Concession Period with a minimum shareholding of 26% till the 10<sup>th</sup> anniversary of COD.

3.3.3 Any material changes in the membership of a Bidder will be rejected by the Authority. Proposals submitted by a Consortium must provide a written agreement (Consortium Agreement) to be signed by each member in that Consortium which describes the responsibilities of each member in the Consortium. One of the Consortium members would be required to be nominated as Lead Member and the same shall also be mentioned in the Consortium/JV Agreement.

3.3.4 Members of the Consortium shall be liable jointly and severally for the execution of the Project in accordance with the terms of the Agreement and a statement to this effect shall be included in the Consortium Agreement mentioned under this section, as well as in the Proposal and in the Agreement. The Authority may require such documents / undertakings / indemnities as it may deem fit from Consortium members before or at the time of issuance of Letter of Award / Signing of Agreement.

3.3.5 The representative of the Lead Member shall hold authorization in the form of Power of Attorney. The Proposal must designate one or more person(s) to represent the Bidder in its dealings with the Authority. Unless specifically advised to the contrary, Authority will assume that the person(s) designated is authorized to perform all tasks, including, but not limited to, providing information, responding to inquiries and entering into contractual commitments on behalf of the Company or the Consortium as the case maybe. Any and all limitations on the Authority of the designated person(s) should be detailed in the Proposal.

### **3.4 Change in Ownership**

- 3.4.1 Subject to Clause 3.2, by submitting the Bid, the Bidder acknowledges that it was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members who shall, hold equity share capital of not less 26% of the subscribed and paid-up equity of the Concessionaire for a period of 5 years from COD, and thereafter the Lead Member must hold a minimum equity share capital of 26% of the subscribed and paid-up equity of the Concessionaire till the 10<sup>th</sup> anniversary of COD.
- 3.4.2 By submitting the Bid, the Bidder shall be deemed to have acknowledged and agreed 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 this RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same 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 be entitled to forfeit and appropriate the Bid / Proposal Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

### **3.5 Number of Bids and costs thereof**

- 3.5.1 Each Bidder shall submit only 1 (One) Bid / Proposal. Violation of this shall lead to disqualification of the Bidder.
- 3.5.2 All Bidders are required to submit a detailed Proposal (the “Proposal” or “Bid”) in accordance with the guidelines set forth in this RFP Document. The cost of preparation of Proposal and related expenses shall be borne by the Bidders themselves.

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

- 3.6.1 The Bidders shall be deemed to have conducted a due diligence exercise with respect to all aspects of the Project when they submit the Proposal. Interested Bidders are invited to visit and inspect the site at their own expense. Failure to investigate fully the site shall not be a valid ground to relieve the Bidder after the submission of its Bid/ Proposal or relieve the Bidder from any responsibility for estimating the difficulty or costs of successfully completing the Project.
- 3.6.2 It shall be deemed that by submitting a Bid, the Bidder has:
- a. made a complete and careful examination of the Bidding Documents;
  - b. received all relevant information requested from the Authority;
  - c. accepted the risk of inadequacy, error or mistake in the information provided in the

- Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in this RFP;
- d. satisfied itself about all matters, things and information including matters referred to in Clause 3.6 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 3.6 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 by the Concessionaire;
  - f. acknowledged that it does not have a Conflict of Interest; and
  - g. agreed to be bound by the undertakings provided by it under and in terms hereof.
- 3.6.3 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

### **3.7 Verification and Disqualification**

- 3.7.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

### **3.8 Right to accept or reject any or all Bids/ Bids**

- 3.8.1 The Authority reserves the right to reject any / all Proposals including the Highest Proposal or withdraw the invitation of the Proposal at any stage without citing any reason. Nothing contained herein shall confer any right upon a Bidder or create any obligation / liability upon the Authority of any type whatsoever.

## **B. Documents**

### **3.9 Contents of the RFP**

- 3.9.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 3.11.

#### **Instruction to Bidders (ITB)**

- Section 1: Invitation for Proposal
- Section 2: Project Details
- Section 3: Instructions for Bidding
- Section 4: Evaluation of Bids
- Section 5: Fraud and Corrupt Practices



Section 6: Pre-Bid Conference

Section 7: Miscellaneous

### **Appendices**

A – Letter of Bid & Interest

B – General Information of the Bidder

C– Affidavit

D1– Format for Power of Attorney for Authorized Signatory

D2 – Format of Power of Attorney by each Member of Consortium in favour of Lead Member

E– Minimum Eligibility Criteria

F– Acknowledgement Letter (to be submitted by each Member of Consortium)

G – Statement of Legal Capacity

H – Format of Bank Guarantee towards Bid / Proposal Security

I – Draft Consortium Agreement

J – Format for Financial Proposal

The draft Concession Agreement, along with Schedules, provided by the Authority as part of the Bidding Documents shall be deemed to be part of this RFP.

### **3.10 Clarifications**

3.10.1 Bidders requiring any clarification on the RFP may notify the Authority in writing by speed post/ courier/ e-mail at the address provided in Clause 1.4. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.2. The responses will be published online on the website only. The Authority will publish all the queries and its responses thereto on the website without identifying the source of queries.

3.10.2 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.

3.10.3 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 Bidding Documents. Verbal clarifications and information given by Authority, or its employees or representatives shall not in any way or manner be binding on the Authority.

### **3.11 Amendment of RFP**

3.11.1 At any time prior to the Bid / Proposal Due Date, Authority may for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP Document through the issuance of Addenda.

3.11.2 Any Addendum and Corrigendum thereto, thus issued shall be part of the RFP and shall be

published online only. The Authority will assume no responsibility for receipt of the Addendum and Corrigendum.

- 3.11.3 To give prospective Bidders reasonable time in which to take any Addendum and/or Corrigendum into account in preparing their bids, the Authority may, at its sole discretion, extend the Due Date.

## **C. Preparation and Submission of Bid**

### **3.12 Language**

3.12.1 The Proposal and all related correspondence and documents shall be written in English language. If any supporting document attached to the Bid is in any other language, the same will be supported by its English true translation and in case of any ambiguity the translation shall prevail.

3.12.2 Any currency for the purpose of the Proposal / Bid shall be in form of Indian National Rupee (INR).

### **3.13 Format and signing of Bid**

3.13.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.

3.13.2 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

### **3.14 Sealing, Marking and Submission Proposals /Bids**

The Proposals shall be submitted both as Hard Copy and Online.

#### **3.14.1 Submission of Hard Copies / Physical Copies**

The Proposals shall be sealed, marked and submitted as explained below:

1. **Envelope No.1:** containing the Bid / Proposal Security and the receipt of online payment of Bid Document Fee shall be marked as “**Proposal Fee**”.
2. **Envelope No. 2:** containing the original documents pertaining to technical proposal shall be sealed and marked as “**Technical Proposal**” and shall contain the following –
  - a. Letter of Application and Interest (As per Format A);
  - b. General Information of the Bidder (As per Format B);
  - c. Affidavit (As per Format C);
  - d. Power of Attorney for Authorized Signatory (as per Format D1);
  - e. Power of Attorney by each Member of the Consortium in favour of Lead Member (as per Format D2), if applicable;
  - f. Minimum Eligibility Criteria (As per Format E);

- g. Acknowledgement (As per Format F);
- h. Statement of Legal Capacity (As per Format G);
- i. Consortium Agreement (as per Format I), if applicable;
- j. Supporting documents (duly signed) such as:
  - i. Certificate of Registration / Incorporation
  - ii. Annual Reports and Audited financial statements for last 5 financial years (FY23, FY22, FY21, FY19 and FY18)
  - iii. Supporting documents to support Technical Capacity (as per Clause 3.2.6)

**Note:**

- a. Financial Proposal shall be submitted ONLINE ONLY and not in hard copy.
- b. All the above envelopes shall be enclosed in an outer cover / envelope marked as **“Development, Operation and Maintenance of a Luxury Floating Hotel/Resort at Tehri Reservoir under Design, Build, Finance, Operate and Transfer (DBFOT) Mode of Public Private Partnership (PPP)”**.
- c. The Outer Envelope shall be addressed to:

CEO,  
Uttarakhand Tourism Development Board (UTDB)  
Pt. Deendayal Upadhyay Paryatan Bhawan, Near ONGC Helipad  
Garhi Cantt, Dehradun-248003 (India)

The hard copies / Physical bid shall be submitted to the above address on or above the Bid Due Date (Physical) as per Clause 1.2. It is being clarified here that the information as asked from the Bidder should be in the format as provided.

If the envelope is not sealed and marked, as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the Proposal submitted. In that case, the prematurely opened Proposals will be rejected.

Any Proposal received by the Authority after the Proposal / Bid Due Date will be liable for rejection.

**3.14.2 Submission of Online Bids**

- a) The following shall be submitted online:
  - Bid Document Fee
  - Scanned copy of the Original Technical Proposal
  - Scanned copy of the Bid / Proposal Security
  - Financial Proposal
- b) The Bidder shall submit the above documents on-line through e-portal [uktenders.gov.in](http://uktenders.gov.in), before the Bid Due Date (online submission). Authority shall not be liable to opening of Online Bid of a Bidder in case the Bidder fails to submit its Technical Bid in the physical form as per Clauses 3.14.1 above, and the Bid of the particular Bidder shall be straightway

rejected.

**c) Process of Online Submission**

- i. Before uploading their Bid, the Bidders are advised to familiarize themselves with the uploading process as detailed out on the e-tendering portal.
- ii. For participation in the e-tendering process, the Bidders need to register themselves on e-tendering portal of the Government of Uttarakhand i.e. [uktenders.gov.in](http://uktenders.gov.in) and get issued Digital Class 3 signatures. The Bidder may be required to submit its documents including GST Certificate, PAN Card etc. at the time of registration. This Process may be take some time. Hence, the Bidder is advised to undertake and complete registration at least a week in advance of the Bid Due Date.
- iii. In case the Bidder is a Consortium, the Lead Member of the Consortium shall register itself and submit the Bid.
- iv. On registration. they shall be provided User ID and a system generated password enabling them to download/ submit their Bid, along with Digital System Certificate (DSC). For any clarification/ difficulty regarding e-tendering process they can contact [E-tender Assistance Phone Number].
- v. Bids without digital signatures shall not be accepted by the Electronic tendering system.
- vi. Bids must be submitted on-line through e-portal before the specified time (to be counted as per server clock). The Bidders should endeavour to submit their bids well in advance of the due time. The Authority shall not be responsible for the failure in submission of the bid for any reason including due to poor internet connection or network congestion or malfunction of the e-portal.

**3.15 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.

**3.16 Modifications/ Substitution/ Withdrawal of Bids**

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 the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 3.14, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

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

**3.17 Rejection of Bids**

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

thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its sole discretion, invite all eligible Bidders to submit fresh Bids hereunder.

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 thereof.

### **3.18 Validity of Bids**

The Proposal shall remain valid for a period not less than 180 (one hundred and eighty) days from the Proposal Due Date (the "Proposal Validity Period"). The Authority reserves the right to reject any Proposal that does not meet this requirement. Proposal Validity Period shall be extended for a specified additional period at the request of the Authority to the Bidder.

A Bidder agreeing to the request will not be allowed to modify his Proposal but would be required to extend the validity of his Bid / Proposal Security for the period of extension.

The Proposal Validity Period for the Proposal / Bid submitted by the Selected Bidder shall be extended till the date of execution of the Concession Agreement.

### **3.19 Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. The Authority shall treat all information submitted as part of all Proposals confidential and shall insist that all those who have access to such material also treat it in confidence. The Authority shall not divulge any such information unless it is ordered to do so by any government authority that has the power under law to require its disclosure or due to statutory compliances.

### **3.20 Correspondence with the Bidder**

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

## **D. Bid / Proposal Security**

### **3.21 Bid / Proposal Security**

The Bid / Proposal shall be accompanied by a Bid / Proposal Security for a value of INR 50.00 Lakhs (Rupees Fifty Lakhs Only) (as per Appendix A – Letter of Bid & Interest), payable in the manner as described in 3.1.3.

Any Proposal submitted without the Bid / Proposal Security or not in the form as specified in the RFP Document shall be declared non-responsive and shall be summarily rejected.

The Authority shall not be liable to pay any interest on the Bid / Proposal Security.

The Bid / Proposal Security shall be forfeited by the Authority in the following cases:

- a) If the Bidder withdraws its Bid / Proposal after Technical Proposal opening and during the Proposal Validity Period.
- b) If the Bidder engages in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- c) In case of a Selected Bidder, if the Bidder fails within the specified time limit, to sign and return the duplicate copy of the LOA.

- d) In case of a Selected Bidder, if the Bidder fails within the specified time limit, to sign the Concession Agreement.
- e) In case of a Selected Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security.

**Note:**

*Bid / Proposal Security of only H1, H2 & H3 Bidders would be retained till the Concession Agreement is signed between the Selected Bidder and the Authority. The Bid / Proposal Security of other Bidders would be returned, without interest, within 60 (Sixty) day of opening of Financial Proposals.*

*The Bid / Proposal Security of the Selected Bidder will be retained till the later of*

- i) signing of Concession Agreement between the Selected bidder and the Authority, or*
- ii) submission of Performance Security.*

### **3.22 Performance Security**

The Selected Bidder, for due and faithful performance of its obligations under the Concession Agreement, shall be required to provide “Performance Security” as per Article 9 of the Draft Concession Agreement.

## **4 Evaluation of Bids**

### **4.1 Opening and Evaluation of Bids**

The received Technical Proposals shall be opened, by the tender opening committee of the Authority, in presence of the Bidders at scheduled time on the Bid Due Date, unless intimated otherwise. The date for opening of Financial Proposals shall be intimated in advance to the Technically Qualified bidders.

- a) It is not signed, sealed and marked as stipulated in Clause 3.14.
- b) The information and documents have not been submitted as requested and in the formats specified in the RFP Document.
- c) There are inconsistencies between the Proposal and the supporting documents.
- d) It does not mention the Proposal Validity Period as set out in Clause 3.18.
- e) There are conditions proposed with the Technical and/or Financial Proposals.
- f) It provides the information with material deviations.

For avoidance of doubt, a material deviation or reservation is one:

- a) Which affects in any substantial way, the scope, quality, or performance of the Project, or
- b) Which limits in any substantial way, inconsistent with the RFP Document, the Authority’s rights or the Bidder’s obligations, or
- c) Which would affect unfairly the competitive position of other Bidders’ presenting substantially responsive bids.

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

No request for modification or withdrawal shall be entertained by the Authority in respect of such

Proposals.

The evaluation and award shall be done in 3 (three) steps as explained below:

### **Step – I: Qualification and Shortlisting**

**Step 1A:** Proposals shall be tested for responsiveness as per Test of Responsiveness in Clause 4.2.

**Step 1B:** The Bid / Proposal Security in Envelope–1 shall be checked. Proposals without Bid / Proposal Security shall be rejected.

**Step 1C:** The submission(s) in Envelope–2 shall be checked.

- The Technical Capacity and Financial Capacity of the Bidder should be sufficient as per this RFP.
- The Proposals not meeting the prescribed Technical and Financial Capacity criteria as per Clause 3.2.5 will be rejected outright.

All Bidders passing Step–I of the evaluation will be considered as Technical Qualified Bidders and shall be considered for the next stage.

### **Step – 2: Financial Proposal Evaluation and Selection**

The Financial Proposals of only those Bidders who have passed Step–1 shall be opened in presence of the nominees of the Authority and Bidders.

The Highest Bidder shall be declared as the Selected Bidder / Successful Bidder. Financial Proposals of Bidders who do not qualify the Step–I of evaluation shall not be opened.

In this RFP, the term “**Highest Bidder**” shall mean the Bidder who is offering the highest Bid Variable. Bidders shall be ranked H1, H2, H3, etc. in decreasing order of their financial offers, with H1 being the Bidder quoting the highest Bid Variable. In case two Bidders quote the same Bid Variable, the Bidder with higher net worth (as per Criteria D in Clause 3.2.5) will be considered as the Highest Bidder.

## **4.2 Tests of responsiveness**

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

- a) it is received as per the formats attached in Appendices;
- b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 1.2;
- c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clause 3.14;
- d) it is submitted online as stipulated in Clause 3.14;
- e) it is accompanied by the Bid / Proposal Security as specified in Clause 3.21;
- f) it is submitted as required in the RFP;
- g) it contains all the information (complete in all respects) as requested in this RFP and/or

Bidding Documents (in formats same as those specified);

- h) it does not contain any condition or qualification; and
- i) it is not non-responsive in terms hereof.

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

### **4.3 Selection of Bidder**

Subject to the provisions of Clause 3.13, the Bidder whose Bid is adjudged as responsive in terms of Clause 4.2, who meets the Minimum Eligibility Criteria as per Section 3.2.6 and who is declared as the Highest Bidder as per Section 2.4.b., shall ordinarily be declared as the selected Bidder (the "Selected Bidder" or "Successful Bidder"). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

In the event that two or more Bidders quote the same amount of Bid Variable (the "Tie Bidders"), the Authority shall select the Bidder basis process outlined in Clause 4.1.

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 either cancel the bid process or alternately, invite all the remaining Bidders to revalidate or extend their respective Bid / Proposal 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.

In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified above, the Authority may, in its discretion, invite fresh Bids (the "third round of bidding") from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid / Proposal 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.

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 / Proposal Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

After acknowledgement of the LOA as aforesaid by the Selected Bidder, the Authority shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in Clause



1.2. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

#### **4.4 Avoidance of Contact 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, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

#### **4.5 Bids of other Bidders**

The Authority shall return the Bid/ Proposal Security received from the Bidders who have not qualified in Step-I of the evaluation, within 60 (sixty) days of opening of the Technical Proposal. The Bid / Proposal Security shall be returned without payment of any interest.

#### **4.6 Termination of Concession Agreement**

The Selected Bidder shall be required to comply with all provisions of the RFP at all times. Non-compliance to provisions of the Concession Agreement, including non-submission of Performance Security before signing of Concession Agreement, shall be considered as event of Selected Bidder / Concessionaire default and result in termination of Concession Agreement and forfeiture of Bid / Proposal Security thereof.

## **5 Fraud and Corrupt Practices**

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 may 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 be entitled to forfeit and appropriate the Bid / Proposal Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

Without prejudice to the rights of the Authority under Clause 5 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise 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.

For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) “corrupt practice” means 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);
- 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.

## **6 Pre-Bid Conference**

Pre-Bid Conference for the interested Bidders shall be convened at the designated date, time and place. A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder. 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. For convenience bidders can also join the pre-bid virtually, for the same bidders are requested to submit their request through the Authorities email id.

## **7 Miscellaneous**

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Dehradun shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

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) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- d) 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.

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 with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

## 8 Appendices

### A. Letter of Bid & Interest

(To be signed and submitted by the Bidder's authorized signatory on Bidder's Letter Head)

To,

[CEO,]

Uttarakhand Tourism Development Board (UTDB)

Pt. Deendayal Upadhyay Paryatan Bhawan, Near ONGC Helipad

Garhi Cantt, Dehradun-248003 (India)

**Subject:** Development, Operation and Maintenance of a Luxury Floating Hotel/Resort at Tehri Reservoir under Design, Build, Finance, Operate and Transfer (DBFOT) Mode of Public Private Partnership (PPP).

Dear Sir,

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

8. I/We declare that:
  - a. I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
  - b. I/We do not have any conflict of interest in accordance with the RFP document;
  - 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 Section 5 of the RFP document, in respect of any tender or request for Proposal issued by or any agreement entered into with the Authority or any other public-sector enterprise or any government, Central or State;
  - d. I/We confirm that I/we are not blacklisted with any Ministry or Department of the Central Government, or by any of the State Governments / UT as on date. We further confirm that we will inform the Authority immediately in case of any change in this situation.
  - e. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 5 of the RFP, 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;
9. I /We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
10. The Authority and its authorized representatives are hereby authorized to conduct any inquiries / investigation to verify the statements, documents and information submitted in connection with the Bid and to seek clarification from our banker regarding any financial and technical aspects. This letter of Bid will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary as requested by yourselves to verify statements and information provided in the Bid or with regard to the resources, experience and competence of the Bidder.
11. I/We believe that I/we satisfy the Technical Capacity and Financial Capacity for the Hotel, and meet the requirements as specified in the RFP document.
12. I /We declare that we/any Member of the Consortium, or out/its Associates are not a Member of a/any other Consortium submitting a Bid for the Project.
13. I/We certify that in regard to matters other than security and integrity of the country, we/any Member of the Consortium or any of our/their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

14. I/We further certify that in regard to matters relating to security and integrity of the county, we/any Member of the Consortium or any of our/their Associate have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
15. 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.
16. I/We undertake that in case due to any change in fact 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.
17. {I/We acknowledge and undertake that our Consortium will be selected based on the basis of Technical Capacity and Financial Capacity of those of its Members who shall hold equity share capital of not less than 26% (Lead Member and Non-Lead Member respectively) of the subscribed and paid-up equity of the Concessionaire for a period of 5 years from COD, and thereafter the Lead Member must hold a minimum equity share capital of 26% of the subscribed and paid-up equity of the Concessionaire till the 10<sup>th</sup> anniversary of COD.} 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.
18. I/We acknowledge and agree that in the event of a change in control of Associates whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of selection under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify us 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 of thereof and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
19. I/We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 2013 or shall incorporate as such prior to execution of the Concession Agreement.
20. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
21. In the event of my/our being declared as the Selected Bidder, I/we agree to enter into a 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.

22. I /We have studied all the Bidding Documents carefully and also visited the Hospital(s). 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 relating to the Bidding Process including the award of Concessionaire Rights.
23. The Bid / Proposal Security is enclosed in the Envelope–1 marked **“Bid / Proposal Security”**.
24. 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/Agreement is not awarded to me/us or our Bid is not opened or rejected.
25. The Bid Variable has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of cost and demand and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
26. I/We agree and undertake to abide by all the terms and conditions of the RFP document.
27. I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP or extension thereof as per the RFP.
28. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.}

Authorized signatory

Date:

Name and seal of Bidder

Place:

**Note:** In case the Bidder is not a consortium, please delete the applicable clauses related to Consortium.



## B. General Information of the Bidder

(To be printed on A4 paper and signed by the Bidder's authorized signatory)

1. Details of Bidder (To be given separately by each Consortium member, in case the Bidder is a Consortium)
  - a. Name:
  - b. Legal Status:
  - c. Country of incorporation:
  - d. Address of the corporate headquarters (if any) in India:
  - e. Year of Incorporation:
2. Details of individual(s) who will serve as the point of contact / communication for the Authority within the Company:
  - a. Name:
  - b. Designation:
  - c. Company:
  - d. Address:
  - e. Telephone Number and Fax Number:
  - f. E-Mail Address:
3. In case of Consortium:
  - a. Information above (1 & 2) should be provided for all the members of the Consortium.
  - b. Information regarding role of each member should be provided:

Sr. No.	Name of Member	Equity Stake	Role*
1			
2			
3			

\* Specify whether Lead Member / Ordinary Member

4. Details of Associates, whose credentials are counted as part of Minimum Eligibility Criteria:

Signed by:

(Name of the Authorised Signatory)

For and on behalf of

(Name of the Bidder)

Designation

Place:

Date:

### **C. Affidavit**

(To be executed on a Stamp Paper of INR 100; To be Notarized)

(To be given separately by each Consortium member, in case the Bidder is a Consortium)

I, \_\_\_\_\_, s/o \_\_\_\_\_, resident of \_\_\_\_\_, the \_\_\_\_\_ (insert designation) of the \_\_\_\_\_ (insert name of the Bidder), do solemnly affirm and state as follows:

1. That I am the authorized signatory of \_\_\_\_\_(insert name of Company/ Consortium) (hereinafter referred to as “**Bidder / Consortium Member**”) and I am duly authorized by the bidder organization / Consortium to swear and depose this Affidavit on behalf of the bidder organization / Consortium.
2. That I have submitted information with respect to our eligibility for the Request for Proposal (RFP) for Development, Operation and Maintenance of a Luxury Floating Hotel/Resort at Tehri Reservoir under Design, Build, Finance, Operate and Transfer (DBFOT) Mode of Public Private Partnership (PPP) (hereinafter referred to as “**Project**”) and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. That, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by the Authority to verify our credentials / information provided by us under this tender and as may be deemed necessary by the Authority.
4. That if any point of time including the Concession Period, in case of the Authority, requests any further / additional information regarding our Financial and / or Technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of the Authority.
5. That, we fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP shall entitle us to be disqualified from the tendering process for the said Project. The costs and risks for such disqualification shall be entirely borne by us.
6. That all the terms and conditions of the Request for Proposal (RFP) Document have been duly complied with.

#### **DEPONENT**

(Name, Designation and Address)

#### **VERIFICATION:**

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

Verified at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

#### **DEPONENT**

(Name, Designation and Address)

**D. Power of Attorney**

**(D-1): Format for Power of Attorney for Authorized Signatory**

(To be executed on a Stamp Paper of INR 100; To be Notarized)

Know all men by these presents, we/ I ..... (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid/ Proposal for the project envisaging “**Development, Operation and Maintenance of a Luxury Floating Hotel/Resort at Tehri Reservoir under Design, Build, Finance, Operate and Transfer (DBFOT) Mode of Public Private Partnership (PPP)**”, including signing and submission of all documents and providing information/responses to the Authority representing us in all matters before the Authority and generally dealing with the Authority in all matters in connection with our Bid/ Proposal for the said Project.

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

For.....

Accepted

..... (Signature)

(Name, Title and address) of the Attorney

**Note:**

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.

**D-2: Power of Attorney by Each Member of the Consortium in favour of Lead Member**

(To be executed on a Stamp Paper of INR 100; To be Notarized)

(To be given separately by each Consortium member, in case the Bidder is a Consortium)

Dated -----

**POWER OF ATTORNEY**  
TO WHOMSOEVER IT MAY CONCERN

WHEREAS we have decided to participate in the bidding process for “**Development, Operation and Maintenance of a Luxury Floating Hotel/Resort at Tehri Reservoir under Design, Build, Finance, Operate and Transfer (DBFOT) Mode of Public Private Partnership (PPP)**” (the “Project”) as member of -----[name of the Consortium] independently, we, -----[name of authorising company/agency], a ----- incorporated under the laws of -----, the registered address of which is -----, to lawfully represent and act on our behalf as the Lead Member of the Consortium to sign any qualification statement, Proposal, conduct negotiations, sign contracts, incur liabilities and receive instructions for us and on our behalf and execute all other necessary matters in connection with the Project. We hereby confirm that we are jointly and severally liable, together with other members of the Consortium, to **Uttarakhand Tourism Development Board (UTDB) (the “Authority”)** for all of the obligations of the Consortium in respect of our qualification statement, technical and financial Proposal for the Project, in accordance with the RFP document for the Project issued on ---- - and as amended prior to date hereof.

We hereby ratify and confirm that all acts done by our said attorney ----- (name of lead member) shall be binding on us as if the same has been done by us personally.

We hereby also ratify and confirm that if we are selected as the Selected / Successful Bidder, then the Lead Member of the Consortium shall sign the Concession Agreement and all the Consortium members shall be jointly and severally liable towards the Project, as per the terms and conditions stipulated in the agreement.

IN WITNESS WHEREOF, we have hereunto set our respective hands this \_\_\_\_ day of \_\_\_\_ 2023 in the presence of the following witnesses:

Witness 1  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Witness 2  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

By \_\_\_\_\_ [the Authorising Company]  
Signature \_\_\_\_\_ [Signature of Authorised signing officer]  
Name \_\_\_\_\_ [Name of Authorised signing officer]  
Title \_\_\_\_\_ [Title of Authorised signing officer]

## **E. Minimum Eligibility Criteria**

### **GUIDELINES**

1. The Statutory Auditor / Chartered Accountant issuing the certification for Experience of the Bidder must hold a valid Certificate of Practice. The CA Certificate shall be accompanied with a valid UDIN.
2. For conversion of US Dollars to INR, the rate of conversion shall be INR 80 (Eighty) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
3. Documentary evidence must be submitted along with the Proposal, to support Technical and Financial Capacity claim, as per Clause 3.2.6.
4. Refer to the following format for establishing experience of Bidder.

**E-1ABid Response Sheet 1**  
**Format for Technical Capacity**

(To be submitted on A4 paper | To be signed by both Authorized Signatory and Statutory Auditor)

**Technical Capacity – Hospitality**

**Details of Floating Hotel(s)/Floating Resort(s)/Cruise:**

S. No.	Name & Address of Flotel	Owner entity	No. of rooms	Operational Date (MM/YYYY)	Operational Till (MM/YYYY)	Total Period of Operations (months)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

**Note:**

1. Financial Years considered for the purpose of Technical Capacity shall be 2022-23, 2021-22, 2020-21, 2019-20, 2018-19, 2017-18, 2016-17, 2015-16, 2014-15 and 2013-14.
2. In case the credentials of an Associate of a Bidder are used, a certificate from a qualified external auditor, who audits the book of accounts of the Bidder, shall be provided to demonstrate that the person is an Associate of the Bidder.
3. **The form may also be submitted separately for Consortium Members, with certification by the respective statutory auditor of each Consortium Member. In such case, the Bidder must also submit a summary sheet, with aggregate experience of all Consortium Members, signed and verified by the Lead Member.**
4. The following documentary evidence must be submitted along with the Proposal:
  - a) In support of the claimed experience, the Bidder (or each Consortium Member claiming experience) should provide certificate(s) from its statutory auditor(s) stating the veracity of the above experience.
  - b) 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 experience.

(Signature of Authorised Signatory)

**Company seal & stamp**

**Signature, Name, Address and Membership number of Statutory Auditor**

**E-2 Bid Response Sheet 2**  
**Format for Financial Capacity**

(To be submitted on A4 paper | To be signed by both Authorized Signatory and Statutory Auditor)

**Financial Capacity**

**To be mentioned separately for each Consortium Member / Associate of Bidder**

Financial Capacity	Bidder / Consortium Member 1	Consortium Member 2	Consortium Member 3	Associates, if any
<b>A. NET WORTH</b>				
Net Worth as of 31 <sup>st</sup> March, 2023				
<b>Aggregate Net Worth</b>				
<b>B. ANNUAL TURNOVER</b>				
Turnover in 2018-19				
Turnover in 2019-20				
Turnover in 2020-21				
Turnover in 2021-22				
Turnover in 2022-23				
<b>Average Annual Turnover of (3 years of the Last 5 Years in Crores)</b>				
<b>Aggregate of Average Annual Turnover</b>				

**Note:**

1. All the Financial numbers are to be given in Indian Rupees.
2. In case of the use of credentials of an Associate of a Bidder, a certificate from a qualified external auditor who audits the book of accounts of the Bidder shall be provided to demonstrate that the person is an Associate of the Bidder.
3. **The form may also be submitted separately for the Consortium Members, with certification by the respective statutory auditor of each of the Consortium Members. In such case, the Bidder must also submit a summary sheet, with aggregate average turnover and net worth of all Consortium Members, signed and verified by the Lead Member.**
4. The following documentary evidence must be submitted along with the Proposal, to support Financial Capacity claim:
  - a) The Bidder, or each Consortium Member / Associate claiming experience, shall attach copies of the P&L, Balance sheet and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements must be:
    - a. be audited by a statutory auditor AND
    - b. be complete, including all notes to the financial statements.

*Development, Operation and Maintenance of a Luxury Floating Hotel/Resort at Tehri Reservoir under Design, Build, Finance, Operate and Transfer (DBFOT) Mode*

- b) 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 experience.

(Signature of Authorised Signatory)

Company seal & stamp

Signature, Name, Address and Membership No. of Statutory Auditor



**E-3 Bid Response Sheet 3**

**Certificate from the Statutory Auditor regarding Associate**

OPTIONAL – IN CASE THE BIDDER HAS USED CREDENTIALS OF ITS ASSOCIATES TO MEET TECHNICAL / FINANCIAL CAPACITY

(To be printed on Letter Head)

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of \_\_\_\_\_ (*name of the Bidder/ Consortium Member/Associate*) is held, directly or indirectly<sup>1</sup>, by ..... (*name of Associate/ Bidder/ Consortium Member*). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 3.2.5 of the ITB.

A brief description of the said equity held, directly or indirectly, is given below:

.....

*{Describe the shareholding of the Bidder/ Consortium Member and the Associate. In the event the Associate is under common control with the Bidder/ Consortium Member, the relationship may be suitably described and similarly certified herein.}*

---

Signature of Statutory Auditor of Bidder / Consortium Member

---

Signature of Authorized signing officer of the consortium member, whose Associate is certified herein.

---

Signature of Authorized Signatory

---

<sup>1</sup> In the case of indirect shareholding, the intervening companies in the chain of ownership should also be Associates i.e., the shareholding in each such company should be more than 50% in order to establish that the chain of "control" is not broken.

**F. Acknowledgement Letter**

(To be submitted on Company's Letter Head by single bidder / each Consortium members separately))

I \_\_\_\_\_ (full name), s/o \_\_\_\_\_, the  
\_\_\_\_\_ (insert designation) of the  
\_\_\_\_\_ (insert name of the single Bidder / Consortium member,  
in case of a Consortium), state as follows :

- a. Have reviewed the entire Proposal.
- b. Proposal submitted is in accordance with each key element of the Proposal, including, but not limited to, its Technical and Financial components, description of the member's responsibilities and commitments to the Project, and the designated person(s) who will represent the Consortium during the negotiation process.
- c. Have participated in only one Proposal for a given Hotel.
- d. Each of the Consortium members will be jointly and severally liable to the Authority.
- e. Acknowledges that the Authority reserves the right to reject any / all Proposals including the highest Proposal or withdraw the invitation of the Proposal at any stage without citing any reason.

Authorised signatory

Date:

Name and seal of the Bidder

Place:

### **G. Statement of Legal Capacity**

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

Ref.

Date:

To,  
CEO,  
Uttarakhand Tourism Development Board (UTDB)  
Pt. Deendayal Upadhyay Paryatan Bhawan, Near ONGC Helipad  
Garhi Cantt, Dehradun-248003 (India)

Dear Sir,

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

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

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

.

Thanking you,

Yours faithfully,  
(Signature, name and designation of the authorised signatory)  
For and on behalf of.....

## H. Format for Bid Security (Bank Guarantee)

### BID / PROPOSAL SECURITY UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

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

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

#### **ISSUER OF BANK GUARANTEE:**

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

(Hereinafter referred to as the “**Bank**”)

#### **BENEFICIARY OF BANK GUARANTEE:**

**CEO,**

**Uttarakhand Tourism Development Board  
(UTDB)**

Pt. Deendayal Upadhyay Paryatan Bhawan,  
Garhi Cantt, Dehradun-248003 (India)

#### **NATURE OF BANK GUARANTEE:**

Unconditional and irrevocable Bank Guarantee.

#### **CONTEXT OF BANK GUARANTEE:**

In pursuance of Clause 4.4 of Volume-I of the Request for Proposal Document dated \_\_\_\_\_ 2023 (hereinafter referred to as the “**RFP**” inclusive of draft Concession Agreement) for the **Development, Operation and Maintenance of a Luxury Floating Hotel/Resort at Tehri Reservoir under Design, Build, Finance, Operate and Transfer (DBFOT) Mode of Public Private Partnership (PPP)** (hereinafter referred to as the “**Project**”), provided however, such context of the Bank Guarantee or reference to the contract in this Bank Guarantee shall in no manner to be relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee.

Operative part of the Bank Guarantee:

1. At the request of the \_\_\_\_\_ (name and address of the Bidder), we \_\_\_\_\_, \_\_\_\_\_ (name and address of the bank), (hereinafter referred to as the “**Bank**”), do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to Uttarakhand Tourism Development Board (UTDB), Government of Uttarakhand (the “**Authority**”) i.e. the beneficiary on behalf of the Bidder, up to a total sum of **INR \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)**, such sum being payable by us to the Authority immediately upon receipt of first written demand from the Authority.
2. We unconditionally and irrevocably undertake to pay to the Authority on an immediate basis, upon receipt of first written demand from Authority and without any cavil or argument or delaying tactics or reference by us to Bidder and without any need for the Authority to convey to us any reasons for invocation of the Guarantee or to prove the failure on the part of the Bidder to repay the amount of **INR \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)**, or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums

within the limits of **INR \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)**.

3. We hereby waive the necessity of the Authority demanding the said amount from Bidder prior to serving the Demand Notice upon us.
4. We further agree and affirm that no change or addition to or other modification to the terms of the contract, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the Authority shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by Bidder, which are recoverable by the Authority by invocation of this Guarantee.
5. This Guarantee will not be discharged due to the change in constitution of the Bank or the Contractor. We undertake not to withdraw or revoke this Guarantee during its currency/validity period, except with the previous written consent of the Authority.
6. We unconditionally and irrevocably undertake to pay to the Authority any amount so demanded not exceeding **INR \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)**, notwithstanding any dispute or disputes raised by Bidder or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the Authority shall be a valid discharge of our liability for payment under this Guarantee, and the Bidder shall have no claim against us for making such payment.
7. This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until \_\_\_\_\_ <180 days from the Proposal Due Date>.
8. This Bank Guarantee is issued by the Bank having its office at \_\_\_\_\_ but as per the Authority's requirement, this Guarantee can be encashable / negotiable at the Bank's branch at Dehradun having address at \_\_\_\_\_.

Notwithstanding any contained herein:

1. Our liability under this Bank Guarantee shall not exceed Indian **INR \_\_\_\_\_ (Rupees \_\_\_\_\_ only)**.
2. This unconditional and irrevocable Bank Guarantee shall be valid w.e.f. \_\_\_\_\_ (Date of Submission of Bid) to \_\_\_\_\_.

We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if the Authority, serves upon us a written claim or demand on or before \_\_\_\_\_.

\_\_\_\_\_  
Authorized Signatory (Bank)

## I. Draft Consortium Agreement

(To Be Made on Stamp Paper of Requisite Value and Notarized)

This Consortium Agreement (the "AGREEMENT") made at \_\_\_\_\_ on this \_\_ day of \_\_\_\_\_, (Year)

### BY AND BETWEEN

M/s \_\_\_\_\_ {Lead Member (Consortium Member 1)}, a \_\_\_\_\_ incorporated under \_\_\_\_\_ (name of the relevant act/law of under which registered in the Country of Registration) and having its registered office / a company incorporated under the Laws of \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, subsidiaries and assigns) of the ONE PART;

### AND

M/s \_\_\_\_\_ (Consortium Member 2), a \_\_\_\_\_ incorporated under the \_\_\_\_\_ and having its registered office / a company incorporated under the Laws of \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, subsidiaries and assigns) of the SECOND PART;

### AND

M/s \_\_\_\_\_ (Consortium Member 3), a \_\_\_\_\_ incorporated under the \_\_\_\_\_ and having its registered office / a company incorporated under the Laws of \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, subsidiaries and assigns) of the THIRD PART;

(\_\_\_\_\_ and \_\_\_\_\_ and \_\_\_\_\_ shall be individually referred to as the "Party" and jointly referred to as the "Parties" or "Consortium Members").

### WHEREAS:

- A. Uttarakhand Tourism Development Board (UTDB), Government of Uttarakhand (hereinafter referred to as the "**Authority**"), invited Bids/ Proposals for the work of '**Development, Operation and Maintenance of a Luxury Floating Hotel/Resort at Tehri Reservoir under Design, Build, Finance, Operate and Transfer (DBFOT) Mode of Public Private Partnership (PPP)**' (hereinafter referred to as the "**Project**").
- B. M/s \_\_\_\_\_, M/s \_\_\_\_\_ and M/s \_\_\_\_\_ have agreed to consolidate their resources and experience, and apply jointly as a Consortium (hereinafter referred to as the "Consortium"), vide this Consortium Agreement, for the purpose of developing and completing the Project, within time frame stipulated in the Request for Proposal Document (hereinafter referred to as the "RFP document").
- C. M/s \_\_\_\_\_, M/s \_\_\_\_\_ and M/s \_\_\_\_\_ have therefore

agreed to enter into this Consortium Agreement in respect of the submission of the Bid/ Proposal for the Project on the terms set out below.

NOW IT IS HEREBY AGREED as follows:

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

## 2. Consortium

- a. The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.
- b. The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

## 3. Covenants

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

## 4. Role of the Parties

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

- a. Party of the First Part shall be the Lead member of the Consortium and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;
- b. The role of role and the responsibility of each Party for the "Project" shall be as follows:

Name of Member	Type of Member	Shareholding	Role & Responsibility
	Consortium Member 1 (Lead Member)		
	Consortium Member 2		
	Consortium Member 3		

## 5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of

the RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

#### **6. Shareholding in the SPV**

- a. The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:  
First Party (Lead Member): ...%  
Second Party: ....%  
Third Party:.... %
- b. The Parties undertake that the First Party (Lead Member) shall hold the above-mentioned shareholding of the subscribed and paid-up equity share capital of the SPV for a period of 5 years from COD and, thereafter, Lead Member shall hold at least 26% (twenty-six per cent) of the subscribed and paid-up equity share capital of the SPV till the 10<sup>th</sup> anniversary of COD.
- c. The Parties undertake that the Non-Lead Member nominated at the time of submission of the Proposal, whose credentials are counted for evaluation of Technical Capacity and Financial Capacity, shall hold a minimum shareholding of 26% (twenty-six percent) respectively for a period of 5 years from COD.
- d. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

#### **7. Representation of the Parties**

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

- a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - i. require any consent or approval not already obtained;
  - ii. violate any Applicable Law presently in effect and having applicability to it;
  - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree



- or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement
- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement

## **8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid / Proposal Security by the Authority to the Bidder, as the case may be.

## **9. Miscellaneous**

- a. This Joint Bidding Agreement shall be governed by the laws of India.
- b. Confidentiality – All information, document, etc. exchanged between the Parties related to this agreement or the preparation of any Bid or the performance of the Project shall remain confidential and shall not be revealed to third parties for a certain time period to be agreed upon. Unless otherwise required by law, the Parties undertake not to disclose to any third party or any else and / or use any Information, without prior consent of the other Party.
- c. Term and Duration – This Agreement shall come into effect on the date of submission of the Bid/Proposal for the Project. This Agreement shall terminate upon the successful completion of the Project and may be

extended further for such period as may be required by the Authority. This Agreement can be terminated only upon Consortium's Bid for the Project is conclusively rejected by the Authority.

- d. Costs/Expenses – All out-of-pocket expenses/costs of and incidental to this Agreement including stamp duty and registration fees, if any shall be borne and paid by the Parties. Each Party shall pay and bear their own advocated/solicitors fees in the preparation of this Agreement.
- e. Governing Law – This Agreement shall in all respect be governed, construed and interpreted in accordance with laws of Republic of India.
- f. Settlement of Disputes – Any disputes arising out of this Agreement shall be amicably settled by the Authorised representatives of the Parties; failing which, any such disputes shall be resolved by Arbitration in accordance with the Arbitration and Conciliation Act, 1996, by one or more arbitrators appointed in accordance with the said Act. This Clause shall survive the termination of this Agreement.
- g. Language of Arbitration shall be English. The venue of the Arbitration proceedings shall be in Dehradun, India. The Parties jointly and severally undertake that the Project shall not be affected during the dispute(s) or the settlement of dispute(s) period.
- h. The Award rendered by the Arbitral Tribunal shall be final and binding upon the Parties.
- i. In the event of a dispute between the Parties over the subject of this Agreement, the prevailing party shall be entitled to reasonable advocates/solicitors' fees and costs incurred in the resolution of such dispute.
- j. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.
- k. Amendments – This Agreement can be amended or suppressed by further agreement made in writing at the request of any of the Parties after unanimous approval by the Parties and by obtaining prior consent and written approval from the Authority.
- l. Notices – Any notices, requests, demands or any communications from any party to the other party under this Agreement shall be by Regd. / Speed mail or facsimile transmission sent to the addresses as indicated in this Agreement. Any party may change its address but shall promptly inform the Authority and the other Parties/ Consortium Members of any such change.

- m. Assignment – None of the Parties to this Agreement shall have the right to assign its benefits or liabilities under this Agreement to any other company, firm or person without obtaining prior consent and written approval of the Authority.
  
- n. Entire Agreement – This Agreement constitutes the entire agreement between the Parties and supersedes all prior writings, agreements or understandings relating to the subject matter thereof.

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

SIGNED AND DELIVERED BY \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SIGNED AND DELIVERED BY \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Witness:

1. \_\_\_\_\_
2. \_\_\_\_\_

*Development, Operation and Maintenance of a Luxury Floating Hotel/Resort at Tehri Reservoir under Design, Build, Finance, Operate and Transfer (DBFOT) Mode*

**J. Format for Financial Proposal**  
**(TO BE SUBMITTED ONLINE ONLY)**

To be submitted online on the format available in Financial Folder.

### K. Format for Business Plan

The bidder is required to submit a comprehensive Business plan to the Authority including but not limited to the below list:

Indicative list		
S. No.	Parameters	Details
1	Site Location	Identify Water Surface area (2 Hectare) & land area (1 acre) ashore with GPS Coordinates & photographs
2	Area Plan	Proposed facility/area plan including number of keys, rooms sizes, Deck area plan, restaurant & F&B plan etc. visualization of the proposed development.
3	Implementation plan	Milestone chart, duration of activities
4	Sustainable & Green Practices	Recycling, reusing, low carbon emission practices, etc
5	Land Area utilization plan	Location & & water & sewage treatment plant, Utilities such as Pump, filter plant
6	Safety Measures	Plan for safety arrangements, corrective & preventive action plan
7	Maintenance Plan	Utilities and facility comprehensive maintenance plan
8	Proposed sources of revenue for the project	Bidders may propose additional activities such as water activities, treks, trails, etc.

**Note:** The comprehensive proposal submitted by the successful bidder shall form part of the concession agreement