

SURKANDA DEVI ROPEWAY PROJECT

RFQ-cum-RFP Document



UTTARAKHAND TOURISM DEVELOPMENT BOARD
GOVERNMENT OF UTTARAKHAND

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DISCLAIMER

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

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

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

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

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

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

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

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses

associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Nothing in this RFQ cum RFP shall constitute the basis of a contract which may be concluded in relation to the Project nor shall such documentation/information be used in construing any such contract. Each Bidder must rely on the terms and conditions contained in any contract, when, and if, finally executed, subject to such limitations and restrictions which may be specified in such contract.

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 of Authority or to any other person in a position to influence the decision of the Authority for showing any favour in relation to this RFQ cum 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 Security.

Laws of the Republic of India are applicable to this RFQ cum RFP.

Each Bidder's procurement of this RFQ cum RFP constitutes its agreement to, and acceptance of, the terms set forth in this Disclaimer. By acceptance of this RFQ cum RFP, the recipient agrees that this RFQ cum RFP and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereto

1. INTRODUCTION

1.1 Background

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

Brief particulars of the Project are as follows:

Sn	Name of the Project	Length of the Ropeway (approx.)	Indicative Project Cost
1.	Surkanda Devi Ropeway Project	500 m	Rs. 5 crores

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

In order to identify and select an entity for award of the Project, the Authority intends to carry out a single-stage competitive & integrated bidding process (the ‘**Bidding Process**’). The evaluation of the Bids would be carried out in two (2) mutually distinct and sequential stages. The first stage would be the qualification stage which would involve a test for responsiveness based on qualification criteria set forth herein. In the qualification stage, the qualification proposal comprising information of the Bidders on their technical capacity and financial capacity for undertaking the Project would be evaluated. Based on this stage, only those Bids that meet the technical capacity and financial capacity as set out in this RFQ cum RFP for the Project would be shortlisted / qualified and their financial bid would be opened for identification and selection of the Bidder to whom the Project, subject to the terms of this RFQ cum RFP, be awarded (the ‘**Selected Bidder**’)

- 1.1.2 The Selected Bidder, who is either an individual or a Consortium shall incorporate a Project Special Purpose Vehicle (“**Project SPV**”) under the Companies Act, 1956 (the “**Concessionaire**”), to undertake designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of the concession agreement (the “**Concession Agreement**”) to be entered into between the Concessionaire and the Authority with the Selected Bidder as the confirming party to the Concession Agreement in the form provided by the Authority as part of the Bidding Documents.
- 1.1.3 The scope of work will broadly include planning, designing, engineering, financing, constructing, marketing, operation, maintenance and transfer of the Project.

A brief on the project details are given under.

Sn	Key Information	Details
1.	Project Title	Surkanda Devi Ropeway Project
2.	Location	Mussoorie - Dhanaulti -Chamba route, Uttarakhand, India
3.	Approximate Project	5620 sqm approx.

Sn	Key Information	Details
	area	<ul style="list-style-type: none"> ❑ 300 sqm approx. at Lower Terminal Point (LTP), i.e. Kadukhal ❑ 300 sq.m approx. at Upper Terminal Point (UTP), i.e. in front of Surkhanda Devi temple. ❑ 5020 sqm for Ropeway Corridor
4.	Minimum Development Obligations/Mandatory Project Facilities	<ul style="list-style-type: none"> ❑ Type of Ropeway System: Mono Cable Jig back system. The Ropeway Cabins and its associated parts to be mandatorily procured imported. ❑ Length of the Ropeway: 500 m approx. ❑ Ropeway Tariff: Maximum of Rs. 100/- per person per round trip (excluding applicable taxes) for using the ropeway facility till the financial year 2015-16. Thereafter, the maximum limit on the ropeway tariff shall be revised in every two years to the extent of the variation in WPI. WPI means the Wholesale Price Index for all commodities as published by the Ministry of Commerce and Industry, Government of India. <p>At Lower Terminal Point (Kadukhal):</p> <ul style="list-style-type: none"> ❑ Ropeway station building, Passenger holding area, ticket counter, administration office and service area, public conveniences. <p>At Upper Terminal Point (Surkhanda Devi Temple):</p> <ul style="list-style-type: none"> ❑ Ropeway station building, Passenger holding area, ticket counter, and security counters, public conveniences. <p>The Concessionaire is required to adopt an approved technology specifically for construction and operation of the Ropeway and its associated structures as per the IS codes and other specifications mentioned in the draft Concession Agreement including procurement of the associated equipment from the reputed vendors / manufacturers as per the list provided in the draft Concession Agreement or approved by the Authority.</p>
5.	Concession Period	30 (thirty) years including construction period from the Appointed Date as per the terms of the Concession Agreement. Provided that the Concessionaire shall have the right to get the Agreement extended for a further period of 10 years through a written notice to the Authority provided that the Concessionaire furnish the ropeway machinery so that the Project and Project Facilities can be transferred back to the Authority in good working condition at the expiry of the Concession Period. The refurbishment would be required to be completed by the Concessionaire during the period between 28 th and 30 th year from the Appointed Date.
6.	Environment and Forest Clearance	To be obtained by the Selected Bidder. The Authority shall provide assistance to the Selected Bidder in procurement of the said clearance.

Sn	Key Information	Details
7.	Construction Period	18 months from the Appointed Date
8.	Project Land	<p>The land associated in the project is mainly forest land. The proposal for the diversion of forest land involved in the project shall be prepared and submitted by the Authority to the concerned DFO office and would assist the Selected Bidder in forest land clearance. The NPV and other associated charges as demanded by the Forest Department, GoU shall be borne by the Concessionaire.</p> <p>The Forest land shall be given on lease which would be valid for a period of 30 years initially and then the Concessionaire would be required to get the Forest Lease renewed for another period of 10 years.</p>

- 1.1.4 The estimated cost of the Project (the “**Estimated Project Cost**”) has been specified in clause 1.1.1 above. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.5 The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the “**Concession**”).
- 1.1.6 The statements and explanations contained in this RFQ-cum-RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFQ cum RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the concession to be awarded pursuant to this RFQ cum RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFQ cum RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Authority.
- 1.1.7 The Authority shall receive Bids pursuant to this RFQ cum RFP in accordance with the terms set forth in this RFQ-cum-RFP and other documents to be provided by the Authority pursuant to this RFQ-cum-RFP (collectively the “**Bidding Documents**”), as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms.

1.2 Brief description of Bidding Process

- 1.2.1 The Authority has adopted a **single-stage two-envelope system** (collectively referred to as the “**Bidding Process**”) for selection of the bidder for award of the Project. The first stage (the “**Qualification Stage**”) of the process involves qualification (the “**Qualification**”) of interested parties/ consortia who make a Bid in accordance with the provisions of this RFQ cum RFP (the “**Bidders**”). At the end of this stage, the Authority intends to announce a short-list of 5 (five) suitable pre-qualified Bidders who shall be eligible for the second stage of the Bidding Process (the “**Bid Stage**”) comprising the price Bid (the “**Price Bid**”).
- 1.2.2 In the Qualification Stage, Bidders would be required to furnish the information specified in this RFQ-cum-RFP. Only those Bidders that are pre-qualified and short-listed by

the Authority shall be eligible for opening of their Price Bids at the Bid Stage for the Project. The Authority is likely to provide a comparatively short time span for submission of the Bids for the Project. The Bidders are, therefore, advised to visit the site(s) and familiarize themselves with the Project.

- 1.2.3 The RFQ cum RFP document can be downloaded from GoU/UTDB/UIPC's website free of cost. However, at the time of submitting the RFQ cum RFP document, the Bidder would be required to submit a demand draft of an amount equivalent to Rs. 15,000 (Rs Fifteen thousand only) plus trade tax @ 13.5% or as applicable under prevalent laws, in favour of CEO, UTDB payable at Dehradun.

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

The Feasibility Reports prepared by the Authority (the "**Feasibility Reports**") include Project Report on Development of Ropeway prepared by M/s RITES Limited. The Bidders are mandatorily required to procure the draft Concession Agreement and Feasibility Reports as indicated above before submission of their Bids. These reports can be procured from the offices of UIPC on payment of Rs. 30,000 (Rupees Thirty Thousand only) plus trade tax @ 13.5% or as applicable in the form of a demand draft of the said amount drawn in favour of UIPC and payable at Dehradun.

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

In the Bid Stage, the Bidders will be called upon and their Price Bids in respect of the Project shall be opened, in accordance with the RFQ cum RFP and draft Concession Agreement provided by the Authority, pursuant to the RFQ cum RFP (collectively the "**Bidding Documents**").

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

- 1.2.4 In terms of the RFQ cum RFP, a Bidder is required to deposit, along with its Bid, a bid security equivalent to amount of **Rs. 10 Lakhs (Rupees Ten Lakhs only)** (the "**Bid Security**"), refundable not later than 90 days from the Bid Due Date except in the case of the highest Bidder. The Bidders will have an option to provide Bid Security in the form of a demand draft or an irrevocable & unconditional bank guarantee acceptable to the Authority (as per format in the RFQ cum RFP) and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

- 1.2.5 The highest Bidder (the "**Highest bidder**") shall be the Bidder who quotes in its price Bid the highest Revenue Share (defined later), over and above the threshold price of 5% (five percent) of the Realizable Fee (defined later). The Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in

the RFQ cum RFP, be invited to match the Bid submitted by the highest Bidder in case such highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the highest Bidder, the Authority may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.

1.2.6 Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation of the Project.

1.2.7 In the Bid Stage, Price Bids will be evaluated on the basis of the highest revenue share (to be quoted in percentage as well as in words) quote over and above 5% (five percent) of the Realizable Fee (the "**Revenue Share**") to be paid by a Bidder. The Concession Period is pre-determined, as indicated in the Concession Agreement. The Revenue Share shall constitute the sole criteria for evaluation of Bids. The Project shall be awarded to the Bidder quoting the highest Revenue Share in its Price Bid. For avoidance of any doubt, reference to highest Bidder in the above paras or subsequently in the RFQ cum RFP document, shall mean bidder offering the highest Revenue Share.

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

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

- a. Maximum of **Rs. 100/- per person** for a round trip for using the ropeway facility for the financial year 2015-16.
- b. Thereafter, the maximum limit on the ropeway tariff shall be revised in every two years to the extent of the variation in WPI. WPI means the Wholesale Price Index for all commodities as published by the Ministry of Commerce and Industry, Government of India.

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

"Queries/ Request for Additional Information: RFQ cum RFP for Surkhanda Devi Ropeway Project".

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

i.	Issue of RFQ cum RFP document	T th day
ii.	Last date for receiving queries	T + 20 days
iii.	Pre-Bid Conference	T + 20 days
iv.	Authority response to queries	T + 25 days
v.	Bid Due Date / Bid Submission Date	T + 30 days
vi.	Evaluation & Announcement of short-listed Bidders	T + 35 days
vii.	Opening of RFP Bids	T + 40 days
viii.	Letter of Award (LOA)	T + 50 days

- | | | |
|-----|-------------------------------------|-------------|
| ix. | Date of payments by Selected Bidder | T + 65 days |
| x. | Signing of Concession Agreement | T + 95 days |

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

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Bid

2.1.1 The Authority wishes to receive Bids in order to short-list experienced and capable Bidders for the Project. The Price Bids for the short-listed Bidders shall be subsequently evaluated to select the Highest Bidder.

2.2 Eligibility of Bidders

2.2.1 For determining the eligibility of Bidders for their qualification hereunder, the following shall apply:

- (a) The Bidder may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
- (b) A Bidder may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 below.
- (c) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Construction Period Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder may be considered to have a Conflict of Interest that affects the Bidding Process, if:
 - (i) the Bidder, its member or Associates (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 5% (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 5% (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 section 4A of the Companies Act, 1956. For the purposes of this Clause 2.2.1 (c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) 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 (bb) subject always to sub-clause (aa) 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 (bb) if the shareholding of such

person in the intermediary is less than 26% (twenty six per cent) 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, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof 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 others' 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.
- (d) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFQ-cum-RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1, shall include each Member of such Consortium.

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

(A) **Technical Capacity:** For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Bidder shall, over the past 5 (five) financial years preceding the Bid Due Date, have:

- (i) paid for, or received payments for, construction of Eligible Project(s); and/or
- (ii) paid for development of Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1; and/ or
- (iii) collected and appropriated revenues from Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1,

such that the sum total of the above is more than Rs. 10 crores (Rupees Ten crores) (the “**Threshold Technical Capability**”).

(B) **Financial Capacity:** The Bidder shall have a minimum Net Worth (the “**Financial Capacity**”) of Rs. 1.25 crores (Rupees One crore twenty-five lacs) at the close of the financial year immediately preceding the Bid Due Date.

In case of a Consortium, the combined technical capacity and net worth of those Members, who have and shall continue to have an equity share of at least 26% (twenty six per cent) each in the Concessionaire, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 5 (five) years from the date of commercial operation of the Project, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the Concessionaire.

- 2.2.3 **O&M Experience:** The Bidder should have experience of five (5) years or more in Operation and Maintenance (O&M) of passenger ropeway projects. In the absence of such experience, the Bidder will have to enter into an Operation and Maintenance (O&M) agreement with an entity having equivalent experience. The execution of O&M agreement shall be Condition Precedent under the Concession Agreement, failing which the Concession Agreement shall be liable to termination.
- 2.2.4 The Bidders shall enclose with its Bid, to be submitted as per the format at **Appendix-I**, complete with its Annexure, the following:
- (i) Certificate(s) from its statutory auditors or the concerned client(s) stating the payments made/received or works commissioned, as the case may be, during the past 5 (five) years (immediately preceding the Bid Due date) in respect of the projects specified in paragraph 2.2.2(A) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), he should further support his claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
 - (ii) certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the financial year (immediately preceding the Bid Due date), and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.4 (ii). For the purposes of this RFQ cum RFP, net worth (the “**Net Worth**”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders.
- 2.2.5 The Bidder should submit a Power of Attorney as per the format at **Appendix-II**, authorizing the signatory of the Bid to commit the Bidder. In case of the Consortium, the members should submit a Power of Attorney in favour of the Lead Member as per format at **Appendix-III**.
- 2.2.6 The aggregate direct equity shareholding of the Selected Bidder (whether a single entity or a Consortium) in the issued and paid up equity capital of the Concessionaire shall not be less than 100% (one hundred percent) at all times commencing from the date of incorporation of the Concessionaire, until the Appointed Date, and thereafter the aggregate direct equity shareholding of the Selected Bidder (whether a single entity or a Consortium) in the issued and paid up equity capital of the Concessionaire shall not be less than 51% (fifty one percent) at all times until 5th (fifth) anniversary of the Commercial Operations Date (COD) of the Project (**Lock-in-Period**), and any divestment thereafter shall be subject to the prior consent of the Authority (which shall not be unreasonably denied by the Authority) and at the option of the Authority, be accompanied by suitable no objection letters from the lenders.

Further, where the Bidder is a Consortium, it should comply with the following additional requirements:

- (a) Number of members in a consortium should be limited to 6 (six), but information sought in the Bid may be restricted to 4 (four) members in the order of their equity contribution;

- (b) subject to the provisions of clause (a) above, the Bid should contain the information required for each member of the Consortium;
- (c) members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share of at least 26% (twenty six per cent) of the paid up and subscribed equity capital of the the Concessionaire during the Lock-in-Period. The nomination(s) shall be supported by a Power of Attorney, as per the format at **Appendix-III**, signed by all the other members of the Consortium;
- (d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- (e) an individual Bidder cannot at the same time be member of a Consortium applying for qualification. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for qualification;
- (f) the members of the Consortium shall be required to incorporate the Special Purpose Vehicle (SPV), under the Indian Companies Act, 1956 to execute the Project if awarded to the Consortium;
- (g) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at **Appendix-VI** (the “**Jt. Bidding Agreement**”) for the purpose of submitting Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:
 - (i) convey the intent to execute the Project with shareholding/ ownership equity commitment(s) in accordance with this RFQ cum, RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
 - (ii) clearly outline the proposed roles and responsibilities, if any, of each member;
 - (iii) commit the minimum equity stake to be held by each member in the Concessionaire during the Lock-in-Period;
 - (iv) commit that each of the members, whose experience will be evaluated for the purposes of this RFQ-cum-RFP, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the Concessionaire and shall further commit that each such member shall, for a period of 5 (five) years from the date of commercial operation of the Project, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity share capital of the Concessionaire;
 - (v) members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the Concessionaire at all times until the 5th (fifth) anniversary of the commercial operation date of the Project; and
 - (vi) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; and

(h) except as provided under this RFQ-cum-RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

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

2.2.8 A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate.

2.2.9 In computing the Technical Capacity and Net Worth of the Bidder/ Consortium Members under Clauses 2.2.2, 2.2.4 and 3.2, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder. Provided however, in the event a Bidder gets selected on the strength of the Financial and /or Technical Capability of its Associate, it shall ensure that the said Associate remains an Associate of the Bidder throughout the equity lock-in-period set forth herein and more particularly specified in the Concession Agreement.

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

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

(i) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

(ii) information supplied by a Bidder (or other constituent member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Bidders whose identity and/ or constitution is identical to that at qualification;

(iii) in responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.1 below; and

(iv) in case the Bidder is a consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.

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

(a) Where, on the date of the Bid, not less than 15% (fifteen percent) of the aggregate

issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or

- (b) if at any subsequent stage after the date of the Bid, there is an acquisition of not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Members;

then the Qualification of such Bidder or in the event described in sub-clause (b) above, the continued Qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.

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

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

2.2.12 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.2.13 The Selected Bidder would be required to make following payments:

Sn	Key Information	Details
1.	Project Development Expenses & Success Fees	<p>The Selected Bidder would be required to make the following payments:</p> <p>(a) Project Development Expenses (PDE) plus interest charges at the rate of SBI-BPLR (i.e. 14.50%) calculated till actual date of payment of PDE shall be paid by the Selected Bidder in the form of Demand Draft, payable at Dehradun, in favour of Uttarakhand Infrastructure Projects Company (P) Limited within 15 days of the issue of Letter of Award.</p> <p>It is estimated that the total amount of PDE will be Rs. 24,24,446/- which will include the following components:</p> <p>i. Expenses (Principal) with interest till 30-9-2012: Rs. 21,56,654/-</p> <p>ii. Estimated Expenses (Principal) till 31-1-2013 i.e. estimated date of payment of PDE: Rs. 2,00,000/-</p>

		<p>iii. Interest charges at the rate of 14.5% pa calculated till 31-1-2013 i.e. estimated date of payment of PDE: Rs. 67,792/-</p> <p>(b) Success Fee of Rs. 15,00,000 (Rupees Fifteen Lakhs only) to be made in the form of Demand Draft in favour of IL&FS IIDC Fund payable at Mumbai. within 15 days of the issue of Letter of Award.</p> <p>(c) Success Fee of Rs. 15,00,000 (Rupees Fifteen Lakhs only) to be made in the form of Demand Draft in favour of CEO, UTDB payable at Dehradun within 15 days of the issue of Letter of Award.</p> <p>The above amounts are exclusive of service tax or any other taxes, which would be paid extra, as applicable.</p>
2.	Project SPV	The Selected Bidder would be required to incorporate a Special Project Vehicle within 30 days of issue of Letter of Award as Concessionaire for the implementation of the Project.
3.	Construction Period Performance Security	The selected bidder will be required to submit a Construction Period Performance Security of Rs. 25,00,000/- (Rupees Twenty Five lacs only) within 60 days of the execution of Concession Agreement in the form and manner as set forth in Schedule F of the Concession agreement.

2.3 Change in Ownership

- 2.3.1 By submitting the Bid, the Bidder acknowledges that it was qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members who shall, until the 5th (fifty) anniversary of the date of commercial operation of the Project, individually hold equity share capital representing not less than 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire.

The Bidder further acknowledges and agrees that:

- a. The Bidder [and in the event the Bidder is a Consortium, the Consortium members collectively] shall hold not be less than 100% (one hundred percent) of the issued and paid up capital of the Concessionaire at all times commencing from the incorporation of the Concessionaire, until the Appointed Date; and
- b. thereafter the aggregate direct equity shareholding of the Bidder [and in case of Consortium, the Consortium Members] in the issued and paid up equity capital of the Concessionaire shall not be less than 51% (fifty one percent) at all times until 5th (fifth) anniversary of the Commercial Operations Date (COD) of the Project

The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.

- 2.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFQ-cum-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 but prior to the 5th (fifty) anniversary of the date of commercial operation of the Project, 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 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.

2.4 Number of Bids

A Bidder is eligible to submit only one Bid for the Project. A Bidder applying 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.

2.5 Bid and other costs

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

2.6 Site visit and verification of information

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

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

Mr. A.K. Dwivedi
Joint Director
Uttarakhand Tourism Development Board
Near ONGC Halipad, Garhi Cantt.
Dehradun
Mobile: 9412998502

Or

Mr. Piyush Jain
Uttarakhand Infrastructure Projects Company Pvt. Ltd.
88 - Govind Nagar, Race Course, Dehradun - 248001,

Mobile: 09818290426
Telefax: 0135-2627275, 2723520
e-mail: piyush.jain@ilfsindia.com

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

2.7 Right to accept or reject any or all Bids

- 2.7.1 Notwithstanding anything contained in this RFQ-cum-RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.
- 2.7.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
- (a) at any time, a material misrepresentation is made or uncovered, or
 - (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

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

- (i) invite the remaining Bidders to submit their Bids in accordance with the RFQ cum RFP; or

- (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

- 2.7.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ cum RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any right or remedy that may be available to the Authority.
- 2.7.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ cum RFP. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

B. DOCUMENTS

2.8 Contents of the RFQ cum RFP

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

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

Appendices

I	Format for Bid
	Annex – I Details of Bidder
	Annex – II Technical Capacity of Bidder
	Annex – III Financial Capacity of Bidder
	Annex – IV Details of Eligible Projects
	Annex –V Statement of Legal Capacity
	Annex – VI Proposed Layout Plan
II	Power of Attorney for signing of Bid
III	Power of Attorney for Lead Member of Consortium
IV	Bank Guarantee for Bid Security
V	Letter comprising the Price Bid
VI	Joint Bidding Agreement for Consortium
VII	Format for the draft Letter of Award

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

2.9 Clarifications

- 2.9.1 Bidders requiring any clarification on the RFQ cum RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.11. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 5 (five) days prior to the Bid Due Date. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.9.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFQ cum RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.
- 2.9.4 The Bidders shall note that reliance upon information/ clarification that is provided by any other source shall be at the risk of the Bidders.

2.10 Amendment of RFQ cum RFP

- 2.10.1 At any time prior to the deadline for submission of Bid, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Bidder, modify the RFQ cum RFP by the issuance of Addenda.
- 2.10.2 Any Addendum thus issued will be sent in writing to all those who have purchased the RFQ cum RFP and would be uploaded on the respective website(s).
- 2.10.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BID

2.11 Language

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

2.12 Format and signing of Bid

- 2.12.1 The Bidder shall provide all the information sought under this RFQ cum RFP. The

Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

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

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

2.13 Sealing and Marking of Bids

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

Envelope 1: RFQ cum RFP Bid (ORIGINAL)

Envelope 2: RFQ cum RFP Bid (2 COPIES)

Envelope 3: PRICE BID (as per the format provided in **Appendix-V**)

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

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

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

between figures and words, the amount indicated in words shall be taken into account.

Each of the envelopes shall clearly bear the following identification:

“RFQ cum RFP Bid: for the Surkhanda Devi Ropeway Project”

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

2.13.3 Each of the envelopes shall be addressed to:

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

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

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

2.14 Bid Due Date

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

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

2.15 Late Bids

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

2.16 Modifications/ substitution/ withdrawal of Bids

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

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

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

D. EVALUATION PROCESS

2.17 Opening and Evaluation of Bids

- 2.17.1 The Authority shall open the Bids at 1530 hours IST on the Bid Due Date, at the place specified in Clause 2.13.3 and in the presence of the Bidders who choose to attend.
- 2.17.2 Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.
- 2.17.3 The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 3.
- 2.17.4 Bidders are advised that qualification of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.17.5 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if any Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 2.17.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.
- 2.17.7 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

2.18 Confidentiality

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

2.19 Tests of responsiveness

- 2.19.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFQ cum RFP. A Bid shall be considered responsive only if:
- (a) it is received as per format at **Appendix-I**.
 - (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.14.2;
 - (c) it is signed, sealed, hard bound and marked as stipulated in Clause 2.13;
 - (d) it is accompanied by the Power(s) of Attorney as specified in Clause 2.2.5 and Clause 2.2.6 (c);
 - (e) it contains all the information (complete in all respects) as requested in this RFQ

cum RFP;

- (f) it contains information in formats same as those specified in this RFQ cum RFP;
- (g) it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.6(g);
- (h) it is accompanied by the Bid Security as specified in Clause 1.2.4;
- (i) it does not contain any condition or qualification; and
- (j) it is not non-responsive in terms hereof.

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

2.20 Clarifications

- (i) To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing.
- (ii) If an Bidder does not provide clarifications sought under Sub-Clause (i) above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

E. QUALIFICATION AND BIDDING

2.21 Short-listing and notification

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

2.22 Submission of Bids

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

2.23 Proprietary data

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

2.24 Correspondence with the Bidder

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

2.26 Other conditions

- 2.26.1 A Bidder is eligible to submit only one Bid for the Project. A Bidder bidding individually or as a Lead member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- 2.26.2 Notwithstanding anything to the contrary contained in this RFQ cum RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.26.3 The Bidding Documents including this RFQ cum RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.
- 2.26.4 This RFQ cum RFP is not transferable.
- 2.26.5 Any award of Concession pursuant to this RFQ cum RFP shall be subject to the terms of Bidding Documents.

F. BID SECURITY

2.27 Bid Security

- 2.27.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 1.2.4 hereinabove in the form of an irrevocable and unconditional bank guarantee issued by a Nationalised Bank, or a Scheduled Bank in India, in favour of the Authority in the format at **Appendix-IV** (the “**Bank Guarantee**”) and having a validity period of not less than 180 days from the Bid Due Date, as may be extended by the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 2.27.2 Bid Security can also be furnished by the Bidder in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of CEO, UTDB and payable at Dehradun (the “**Demand Draft**”). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.27.3 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 2.27.4 The Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding Process is cancelled by the Authority. Where Bid Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and

shall be mailed to the address given on the Bid.

- 2.27.5 The Selected Bidder's Bid Security will be returned, without any interest, upon the Bidder signing the Concession Agreement and furnishing the Construction Period Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Construction Period Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.
- 2.27.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation / damages to the Authority in any of the events specified in Clause 2.27.7 herein below. The Bidder, by submitting its Bid pursuant to this RFQ cum RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.27.7 The Bid Security shall be forfeited and appropriated by the Authority as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:
- a) If a Bidder submits a non-responsive Bid;
 - b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFQ cum RFP;
 - c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFQ cum RFP and as extended by the Bidder from time to time;
 - d) In the case of Selected Bidder, if it fails within the specified time limit -
 - (i) to make payments as per this RFQ cum RFP and/or
 - (ii) to sign the Concession Agreement and/or
 - (iii) to furnish the Construction Period Performance Security within the period prescribed therefor in the Concession Agreement; or
 - e) In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Construction Performance Security.

3. CRITERIA FOR EVALUATION OF BIDS

3.1 Evaluation parameters for Qualification Stage

- 3.1.1 Only those Bidders who meet the eligibility criteria specified in Clauses 2.2.2 and 2.2.3 above shall qualify for evaluation under this Section 3. Bids of firms/ consortia who do not meet these criteria shall be rejected.
- 3.1.2 The Bidder's competence and capability is proposed to be established by the following parameters:
- (a) Technical Capacity; and
 - (b) Financial Capacity

3.2 Technical Capacity for purposes of evaluation

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

Category 1: Project experience on Eligible Projects in aerial passenger ropeway sector that qualify under Clause 3.2.3

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

Category 3: Construction experience on Eligible Projects in aerial passenger ropeway sector that qualify under Clause 3.2.4

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

For the purpose of this RFQ cum RFP:

- (i) aerial passenger ropeway sector would be deemed to include at least one aerial passenger ropeway system including but not limited to closed/semi-closed cabin and
 - (ii) core sector would be deemed to include power, telecom, ports, airports, roads, highways, expressways, bridges, tunnels, airports, railways, metro rail, industrial parks/estates, logistic parks, pipelines, irrigation, water supply, sewerage, hotels and real estate development.
- 3.2.2 Eligible Experience in respect of each category shall be measured only for Eligible Projects.
- 3.2.3 For a project to qualify as an Eligible Project under Categories 1 and 2:
- (a) It should have been undertaken as a PPP project on BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based

on a long-term agreement with a public entity;

- (b) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% equity during the entire year for which Eligible Experience is being claimed;
- (c) the capital cost of the project should be more than Rs. 1 crore (Rs. One crore) and
- (d) the entity claiming experience shall, during the past 5 (five) financial years preceding the Bid Due Date, have (i) paid for development of the project (excluding the cost of land), and/ or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets, such as revenues from highways, airports, ports and railway infrastructure, but shall not include revenues from sale or provision of goods or services such as electricity, gas, petroleum products, telecommunications or fare/freight revenues and other incomes of the company owning the Project.

- 3.2.4 For a project to qualify as an Eligible Project under Categories 3 and 4, the Bidder should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Bid Due Date, and only the payments (gross) actually made or received, as the case may be during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, payments/receipts of less than Rs. 1 crore (Rs. One crore) shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.
- 3.2.5 The Bidder shall quote experience in respect of a particular Eligible Project under any one category only, even though the Bidder (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.
- 3.2.6 Bidder's experience shall be measured and stated in terms of a score (the "**Experience Score**"). The Experience Score for an Eligible Project in a given category would be eligible payments and/or receipts specified in Clause 2.2.2 (A), divided by one crore and then multiplied by the applicable factor in Table 3.2.6 below. In case the Bidder has experience across different categories, the score for each category would be computed as above and then aggregated to arrive at its Experience Score.

Table 3.2.6: Factors for Experience across categories

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

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

3.3 Details of Experience

- 3.3.1 The Bidder should furnish the details of Eligible Experience for the past 5 (five) years immediately preceding the Bid Due date.
- 3.3.2 The Bidders must provide the necessary information relating to Technical Capacity as per format at **Annex-II of Appendix-I**.
- 3.3.3 The Bidder should furnish the required project-specific information and evidence in support its claim of Technical Capacity, as per format at **Annex-IV of Appendix-I**.

3.4 Financial information for purposes of evaluation

- 3.4.1 The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each member in case of a Consortium) for the preceding financial year from the Bid Due Date.
- 3.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to the same effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for the year preceding the year for which the Audited Annual Report is not being provided.
- 3.4.3 The Bidder must establish a minimum Net Worth specified in Clause 2.2.2 (B), and provide details as per format at **Annex-III of Appendix-I**.

3.5 Short-listing of Bidders

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

3.6 Bid Stage

- 3.6.1 In the Bid Stage, Price Bids would be opened only for those Bidders who have been shortlisted in the Qualification Stage as per clause 3.5.2.
- 3.6.2 The Price Bids will be evaluated for the Project on the basis of the highest revenue share (to be quoted in percentage as well as words by Bidders in their Price Bids) over and above 5% (five percent) of the Realizable Fee (the "Revenue Share") to be paid by a Bidder as per clause 1.2.7.
- 3.6.3 Price Bid is required to be furnished in the format at **Appendix-V**, clearly indicating both percentage figures and words and signed by the Bidder's authorized signatory. In the event of any difference between percentage figures and words, the percentage indicated in words shall be taken into account.
- 3.6.4 The Bidder adjudged as responsive in terms of Clause 2.19 and quoting the highest

Revenue Share offered to the Authority, shall be declared as the selected Bidder (the “**Selected Bidder**”).

- 3.6.5 In the event that two or more Bidders quote the same amount of Revenue Share (the “**Tie Bidders**”), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.6.6 In the event that the highest Bidder withdraws or is not selected for any reason in the first instance (the “**first round of bidding**”), the Authority may in its sole discretion annul the Bidding process or invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid highest Bidder (the “**second round of bidding**”). If in the second round of bidding, only one Bidder matches the highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said highest Bidder in the second round of bidding, the said third highest bidder shall be the Selected Bidder.
- 3.6.7 In the event that no Bidder offers to match the highest Bidder in the second round of bidding as specified in Clause 3.6.6, the Authority may, in its discretion, invite fresh Bids (the “**third round of bidding**”) from all Bidders except highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.
- 3.6.8 After selection, a Letter of Award (the “**LOA**”) , substantially in the format provided in Appendix VII shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.6.9 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall make payment towards Project Development Expenses and Success Fee as indicated in Clause 2.2.12, incorporate the Concessionaire and execute the Concession Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation in the Concession Agreement.

3.7 Contacts during Bid Evaluation

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

4. FRAUD AND CORRUPT PRACTICES

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

- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

- 5.1 A Pre-Bid conference of the interested parties shall be convened at the office of Uttarakhand Tourism Development Board, near ONGC Helipad, Garhi Cantt., Dehradun on the designated date and time. Interested parties shall contact persons given in clause 2.6.1 above for any change in the venue / date / time for the Pre-Bid Conference. A maximum of five representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conferences, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 5.3 The Bidder is advised, as far as possible, to submit the queries in writing or by fax or email and the same should be sent to the Authority and / or UIPC at least 2 (two) working days before the scheduled Pre-Bid conference.

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Dehradun shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) 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.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

APPENDIX I
Letter Comprising the Bid
(Refer Clause 2.13.2)

Dated:

Chief Executive Officer
UTDB
Dehradun

Sub: Bid for *** Ropeway Project

Dear Sir

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

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

the RFQ cum RFP document.

9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(ies) the Net Worth criteria and meet(s) the requirements as specified in the RFQ cum RFP document and are/ is qualified to submit a Bid.
10. I/ We declare that we/any Member of the Consortium, are/ is not a Member of a/any other Consortium submitting a Bid for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors.
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
15. I/ We acknowledge and undertake that our Consortium was qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for a period of 5 (five) years from the date of commercial operation of the Project, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire. 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.

I/We acknowledge and undertake that, I/We shall have the direct equity shareholding in the issued and paid up equity capital of the Concessionaire not be less than 100% (one hundred percent) at all times commencing from the date of incorporation of the Concessionaire, until the Appointed Date.
16. I/ We acknowledge and undertake that I/We shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the Concessionaire at all times until the 5th (fifth) anniversary of the commercial operation date of the Project.
17. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFQ-cum-RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to 5th (fifth) anniversary of the date of commercial operation of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
18. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the

same.

19. I/We have studied all the Bidding Documents carefully and also surveyed the Project Site. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.
20. I/We offer a Bid Security of Rs. 10 lakhs (Rupees Ten Lakhs only) to the Authority in accordance with the RFQ cum RFP Document. The Bid Security is in the form of a Demand Draft/ irrevocable and unconditional Bank Guarantee (*strike out whichever is not applicable*) is attached.
21. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened.
22. The Statement of Legal Capacity as per format provided at **Annex-V in Appendix-I** of the RFQ cum RFP document, and duly signed, is enclosed. The power of attorney for signing of Bid and the power of attorney for Lead Member of consortium, as per format provided in the RFQ-cum-RFP, are also enclosed.
23. I/ We hereby confirm that we are in compliance of/ shall comply with the O&M requirements specified in Clause 2.2.3.
24. I/ We understand that the selected Bidder who is either an individual or a Consortium shall incorporate a Project Special Purpose Vehicle under the Companies Act, 1956 (the "Concessionaire"), prior to signing of the Concession Agreement.
25. I/We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Projects and the terms and implementation thereof.
26. I/we agree and undertake to abide by all the terms and conditions of the RFQ cum RFP document.
27. I/ We certify that in terms of the RFQ-cum-RFP, my/our Networth is Rs. _____ (Rupees _____ in words) and the Aggregate Experience Score is _____ (number in words).
28. We 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.

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

Yours faithfully,
(Signature of the Authorised signatory)

Date:
Place:

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

ANNEX-I to Appendix I

Details of Bidder

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Projects:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the members of the Consortium.
 - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.6(g) should be attached to the Bid.
 - (c) Information regarding role of each member should be provided as per table below:

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

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

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

Name of Bidder/ member of Consortium:

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

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

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

Bidder type #	Member Code*	Project Code**	Category \$	Experience ¥ (Equivalent Rs. crore) \$\$			Experience Score £
				Payments made/received for construction of Eligible Projects in Categories 3 and 4	Payments made for development of Eligible Projects in Categories 1 and 2	Revenues appropriated from Eligible Projects in Categories 1 and 2	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Single entity Bidder		a					
		b					
		c					
		d					
Consortium Member 1		1a					
		1b					
		1c					
		1d					
Consortium Member 2		2a					
		2b					
		2c					
		2d					
Consortium Member 3		3a					
		3b					
		3c					
		3d					
Consortium Member 4		4a					
		4b					
		4c					
		4d					
Aggregate Experience Score =							

- @ Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.2.9 and/ or by a project company eligible under Clause 3.2.3 (b). In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 3.2.3 (c) and for Categories 3 and 4, include only those projects where the payments made/received exceed the amount specified in Clause 3.2.4. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.
- # A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause 2.2.9, shall be provided.
- * Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member.
- ** Refer Annex-IV of this Appendix-I. Add more rows if necessary.
- \$ Refer Clause 3.2.1.
- ¥ In the case of Eligible Projects in Categories 1 and 2, the figures in columns 6 and 7 may be added for computing the Experience Score of the respective projects. In the case of Categories 3 and 4, construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. In no case shall the cost of land be included while computing the Experience Score of an Eligible Project.
- \$\$ For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 50 (fifty) 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 Rupees 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.
- £ Divide the amount in the Experience column by one crore and then multiply the result thereof by the applicable factor set out in Table 3.2.6 to arrive at the Experience Score for each Eligible Project.

ANNEX-III to Appendix I**Financial Capacity of the Bidder***(Refer to Clauses 2.2.2(B), 2.2.4 (ii) and 3.4 of the RFQ cum RFP)*

Bidder type \$	Member Code £	Net Worth € (in Rs. crore) \$\$
		Last preceding Year
Single entity Bidder		
Consortium Member 1		
Consortium Member 2		
Consortium Member 3		
Consortium Member 4		
TOTAL		

\$ A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

£ For Member Code, see instruction 4 at Annex-IV of this Appendix-I.

€ The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.9.

\$\$ For conversion of other currencies into rupees, see note below Annex-II of Appendix-I.

Instructions:

1. The Bidder/ its constituent consortium members shall attach copy of the balance sheet, financial statements and Annual Report for preceding Financial Year at the Bid Due Date. The financial statement shall:
 - a) reflect the financial situation of the Bidder and its Associates where the Bidder is

- b) relying on its Associate's financials;
be audited by a statutory auditor;
 - c) be complete, including all notes to the financial statements; and
 - d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
 3. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.6 (g) of the RFQ cum RFP document.
 4. The Bidder shall also provide the name and address of the Bankers to the Bidder.
 5. The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.4 (ii) of the RFQ cum RFP document.

ANNEX-IV to Appendix I**Details of Eligible Projects***(Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the RFQ-cum-RFP)***Project Code:****Member Code:**

Item	Refer Instruction	Particulars of the Project
Title & nature of the project		
Category	5	
Year-wise (a) payments received/ made for construction, (b) payments made for development of PPP projects and/or (c) revenues appropriated	6	
Entity for which the project was constructed/ developed	7	
Location		
Project cost	8	
Date of commencement of project/ contract		
Date of completion/ commissioning	9	
Equity shareholding (with period during which equity was held)	10	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)	15	

Instructions:

- Bidders are expected to provide information in respect of Eligible Projects in this Annexure. The projects cited must comply with the eligibility criteria specified in Clause 3.2.3 and 3.2.4 of the RFQ-cum-RFP, as the case may be. Information provided in this section is intended to serve as a back-up for information provided in the Bid. Bidders should also refer to the Instructions below.
- For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
- A separate sheet should be filled for each of the Eligible Projects.
- Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Bidder or its Member, write "Associate" along with Member Code.
- Refer Clause 3.2.1 of the RFQ-cum-RFP for category number.

6. The total payments received/ made or revenues appropriated for each Eligible Project are stated in Annex-II of this Appendix-I. The figures to be provided here should indicate the break-up for the past **5 (five)** financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on. (Refer Clause 2.2.12). For Categories 1 and 2, expenditure on development of the project and/or revenues appropriated, as the case may be, should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 3.2.3 (c). In case of Categories 3 and 4, payments made/ received only in respect of construction should be provided, but only if the amount paid/received exceeds the minimum specified in Clause 3.2.4. Payment for construction works should only include capital expenditure, and should not include expenditure on repairs and maintenance.
7. In case of Categories 1 and 2 projects, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to PPA, etc.) may be provided. In case of Categories 3 and 4 projects, similar particulars of the client need to be provided.
8. Provide the estimated capital cost of Eligible Project. Refer to Clauses 3.2.3 and 3.2.4
9. For Categories 1 and 2, the date of commissioning/likely date of commissioning of the project, should be indicated. In case of Categories 3 and 4, date of completion of construction/likely date of completion of construction should be indicated.
10. For Categories 1 and 2, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.2.3).
11. Experience for any activity relating to an Eligible Project shall not be claimed by two or more members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
12. Certificate from the Bidder's statutory auditor[§] or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/Associate may provide the requisite certification.
13. If the Bidder is claiming experience under Categories 1 & 2[£], it should provide a certificate from its statutory auditor in the format below:

Certificate from the Statutory Auditor regarding PPP projects[®]

Based on its books of accounts and other published information authenticated by it, this is to certify that (name of the Bidder/Member/Associate) is/ was an equity shareholder in (title of the project company) and holds/ held Rs.cr. (Rupees crore) of equity (which constitutes%[€] of the total paid

[§] In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

[£] Refer Clause 3.2.1 of the RFQ.

[®] Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

[€] Refer instruction no. 10 in this Annex-IV.

up and subscribed equity capital) of the project company from (date) to (date)[¥]. The project was/is likely to be commissioned on (date of commissioning of the project).

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

We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.2.1 and 3.2.3 (d) of the RFQ-cum-RFP during the past ten financial years were Rs. cr. (Rupees..... crore) as per year-wise details noted below:

Name of the audit firm:
 Seal of the audit firm: (Signature, name and designation of the authorised signatory)
 Date:

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

Certificate from the Statutory Auditor/ Client regarding construction works[®]

Based on its books of accounts and other published information authenticated by it, this is to certify that (name of the Bidder/Member/Associate) was engaged by (title of the project company) to execute (name of project) for (nature of project)^ψ. The construction of the project commenced on (date) and the project was/ is likely to be commissioned on (date, if any). It is certified that (name of the Bidder/ Member/ Associate) received/paid Rs. cr. (Rupees crore) by way of payment for the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs. cr. (Rupeescrore), of which the Bidder/Member/Associate received/paid Rs. cr. (Rupees crore), in terms of Clauses 3.2.1 and 3.2.4 of the RFQ-cum-RFP, during the past ten financial years as per year-wise details noted below:

[¥] In case the project is owned by the Bidder company, this language may be suitably modified to read: "It is certified that (name of Bidder) constructed and/ or owned the (name of project) from (date) to(date)."

^{*} Refer Clauses 3.2.1 and 3.2.4 of the RFQ-cum-RFP.

[®] Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

^ψ In case the Applicant owned the Eligible Project and engaged a contractor for undertaking the construction works, this language may be modified to read: "this is to certify that (name of Applicant/ Member/ Associate) held 26% or more of the paid up and subscribed share capital in the (name of Project company) when it undertook construction of the (name of Project) through (name of the contractor).

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

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory).

Date:

15. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.9, the Bidder should also provide a certificate in the format below:

Certificate from Statutory Auditor/ Company Secretary regarding Associate[§]

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[£], 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 2.2.9 of the RFQ-cum-RFP.

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

Describe the share-holding 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.

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory).

Date:

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

* This certification should only be provided in case of jobs/ contracts, which are executed as part of a partnership/ joint venture/ consortium. The payments indicated in the certificate should be restricted to the share of Applicant in such partnership/ joint venture/ consortium. This portion may be omitted if the contract did not involve a partnership/ joint venture/ consortium. In case where work is not executed by partnership/ joint venture/ consortium, this paragraph may be deleted.

[§] In the event that the Applicant/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

[£] In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% (fifty per cent) in order to establish that the chain of "control" is not broken.

^φ Refer Clause 3.2.6 of the RFQ-cum-RFP.

ANNEX-V to Appendix I
Statement of Legal Capacity

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

Ref. Date:

To,

Chief Executive Officer
UTDB, Dehradun

Dear Sir,

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

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

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

Thanking you,

Yours faithfully

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

* Please strike out whichever is not applicable.

ANNEX-VI to Appendix I
Proposed Layout Plan

APPENDIX II

Power of Attorney for signing of Bid

(Refer Clause 2.2.5)

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

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

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____DAY OF _____, 20**.

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholder's resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX III

Power of Attorney for Lead Member of Consortium

(Refer Clause 2.13.2)

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

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

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

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

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

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX-IV

Bank Guarantee for Bid Security

(Refer Clauses 2.27)

B.G. No.

Dated:

1. In consideration of you, Uttarakhand Tourism Development Board (UTDB) , having its office at <<to be inserted>>, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ [a Company registered under provision of the Companies Act, 1956] and having its registered office at _____ [and acting on behalf of its Consortium] (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the **** Ropeway Project on BOT basis (hereinafter referred to as “the Project”) pursuant to the RFQ cum RFP Document dated <<to be inserted>> issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of the RFQ cum RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFQ cum RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 10 Lakhs (Rupees Ten Lakhs only) as bid security (hereinafter referred to as the “**Bid Security**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set-forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 10 Lakhs (Rupees Ten Lakhs only).
4. This Guarantee shall be irrevocable and unconditional and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to

keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

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

Signed and Delivered by _____ Bank

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

(Signature of the Authorised Signatory)
(Official Seal)

APPENDIX V

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

Letter comprising the PRICE BID

(Refer Clauses 2.13.1 and 3.6.3)

Dated:

Chief Executive Officer
UTDB
Dehradun

Sub: Price Bid for **** Ropeway Project

Dear Sir

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

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

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

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

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

Yours faithfully,
(Signature of the Authorised signatory)

Date:

Place:

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Firm

APPENDIX-VI
Joint Bidding Agreement
(Refer Clause 2.2.6(g))

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of,20.....

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

4. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “**Fourth Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}[§]

The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS

- (A) Uttarakhand Tourism Development Board, established under _____, represented by its Chief Executive Officer and having its principal office at _____ (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the “**Bids**”) by its Request for Qualification-cum-Request for Proposal No. dated (the “**RFQ-cum-RFP**”) for selection of bidders for development and operation/ maintenance of ***** Project (the “**Project**”) through public private partnership.
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFQ-cum-RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFQ-cum-RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

[§] The number of Parties will be shown here, as applicable, subject however to a maximum of 6 (six).

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 RFQ-cum-RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 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, 1956 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 Concessionaire shall become effective;
- (b) Party of the Second Part shall be {the Technical Member of the Consortium;}
- {(c) Party of the Third Part shall be the Financial Member of the Consortium; and}
- {(d) Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.}

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 RFQ-cum-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 Concessionaire

6.1 The Parties agree that the proportion of shareholding among the Parties in the Concessionaire shall be as follows:

First Party:
Second Party:
{Third Party:}
{Fourth Party:}

6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the Concessionaire shall, at all times till the 5th (fifth) anniversary of the date of commercial operation of the Project, be held by the Parties of the First, {Second and Third} Part whose experience and network have been reckoned for the purposes of qualification and short-listing of Bidders for the Project in terms of the RFQ-cum-RFP.

6.3 The Parties agree and undertake that the aggregate direct equity shareholding of the Parties (in the issued and paid up equity capital of the Concessionaire shall not be less than 100% (one hundred percent) at all times commencing from the date of incorporation of the Concessionaire, until the Appointed Date. The Parties further agree and undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the Concessionaire at all times until the 5th (fifth) anniversary of the commercial operation date of the Project.

6.4 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

6.5 The Parties undertake that the O&M Agreement shall be executed with the entity having equivalent O&M experience in terms of the RFQ-cum-RFP and 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 organisational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, 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 Affiliates 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 fulfillment 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 qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
For and on behalf of
LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
SECOND PART by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
THIRD PART by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
FOURTH PART by:

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1. _____ 2. _____

Notes:

- The mode of the execution of the Joint Bidding Agreement 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.*
- Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as 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.*
- For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

APPENDIX-VII

Draft Letter of Award
(Refer Clause 3.6.8)

Letter no.

Date:

To

<<Name and address of the Selected Bidder>>

Subject: Letter of Award (“LoA”) for the Development of Surkhanda devi Ropeway Project in the state of Uttarakhand on BOT basis (the ‘Project’).

Dear Sir

1. This is with reference to the Bid submitted by _____ in accordance with the RFQ-cum-RFP dated _____ and the corrigendum’s/addendum thereto dated _____ (hereinafter collectively referred to as the ‘**RFQ-cum-RFP**’) issued by Uttarakhand Tourism Development Board, Government of Uttarakhand (hereinafter referred to as the “**Authority**”), towards qualification and short listing of eligible bidders for submission of financial proposals in terms of the RFQ-cum-RFP;

For avoidance of doubt it is hereby clarified that unless otherwise referred hereunder or repugnant to the context or usage thereof, the capitalized terms used under this LOA shall have the meaning as respectively ascribed thereto under the RFQ-cum-RFP or the Concession Agreement to be executed in terms of the RFQ-cum-RFP and the LOA, as the case may be.

2. We are pleased to inform you that pursuant to the evaluation of the received bids, in terms of the RFQ-cum-RFP, your Price Bid (copy attached herewith as Annexure ‘**A**’) has been accepted and _____ has been identified as the Selected Bidder for undertaking the implementation of the Project, subject always & exclusively to the terms hereof, the RFQ-cum-RFP and the Concession Agreement to be executed as per the terms of the RFQ-cum-RFP and this LOA.
3. It is hereby understood and, for abundant clarity, reiterated that as per your Price Bid, the percentage Revenue Share (in terms of percentage share of Realizable Fee) payable by you to the Authority, in terms of the RFQ-cum-RFP and the Concession Agreement, over and above the reserve revenue share of 5% (five percent) of the Realizable Fee, is _____ and the Total Revenue Share payable by you to the Authority is _____ of the Realizable Fee.
4. Further, as per the terms of the RFQ-cum-RFP and the Bidding Documents, you are requested to comply with and fulfill the following terms and conditions within the time and in the manner & sequence, as prescribed hereunder:
 - (a) within 7 (seven) days of the issuance of LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof and as per the provision of clause 3.6.8 of the RFQ-cum-RFP.
 - (b) Within 15 (fifteen) days of the issuance of this LOA, furnish a demand draft drawn on a Nationalized Bank /Scheduled Bank in favor of Uttarakhand Infrastructure Projects Company (Pvt.) Limited, payable at Dehradun of an amount equivalent to _____ towards Project Development Expenses and interest charges plus applicable Service Tax and other levies to be paid extra.
 - (c) Furnish, within 15 (fifteen) days of the issuance of this LOA, a demand draft drawn on a Nationalized/Scheduled Bank in India, in favor of IL&FS IIDC Fund, payable at Mumbai, of an

amount equivalent to _____, plus applicable Service Tax and any other levies/duties of similar nature, towards non refundable and irrevocable payment of Success Fee for the Project;

- (d) Within 15 (fifteen) days of the issuance of this LOA, furnish a demand draft drawn on a Nationalized/Scheduled Bank in India, in favor of CEO, UTDB, payable at Dehradun, of an amount equivalent to _____, plus applicable Service Tax and any other levies/duties of similar nature, towards non refundable and irrevocable payment of Success Fee for the Project;
 - (e) Within 30 (thirty) days of the issuance of this LOA and in terms hereof and the RFQ-cum-RFP, incorporate a project special purpose vehicle under Companies Act 1956, which would act as Concessionaire for implementing the Project;
5. After absolute & unconditional fulfilment of the conditions mentioned hereinabove and in addition thereof, you are requested to execute and ensure execution of the Concession Agreement, in the format set forth in the RFQ-cum-RFP, between the Authority and the Concessionaire, within 45 days from the date of this LOA.
6. It may also be noted that in the event of any failure to comply with any one or more of the terms and conditions mentioned in this LOA and/or the RFQ-cum-RFP document within the time and in accordance with the manner prescribed there for, including without limitation the acknowledgement of this LOA, the Authority shall, in addition to all other rights and remedies that may be available to it under the provisions of the RFQ-cum-RFP, this LOA, law and equity or otherwise, at its absolute discretion be entitled to treat your Bid as rejected and unilaterally cancel/revoke this LOA and deal with the captioned Project as it may deem fit in our sole and absolute discretion.

In such an event the Selected Bidder (or any person claiming under it) shall have no claim or demand or entitlement against the Authority, of any nature whatsoever. Further, under any circumstances, the Authority, shall not be liable or responsible to the Selected Bidder or any person claiming under it, for any direct or indirect damages, costs, expenses, loss of business, business competition, loss of investment, or any other loss or damage, costs or expenses, upon cancellation/revocation of this LOA, howsoever caused.

7. The Selected Bidder shall indemnify and keep indemnified the Authority, its respective directors, consultants, contractors, officers, employees and/or agents, against all claims and loss, that they may suffer/ sustain or are likely to suffer/ sustain, due to or in relation to all/ any acts and omissions of the Selected Bidder, its employees, staff, personnel etc, pursuant to or in relation to this LOA, the RFQ-cum-RFP or the Concession Agreement.
8. Notwithstanding anything to the contrary contained hereinabove, the arbitration clause here-under shall be a final and binding agreement between the Authority and the Selected Bidder and shall survive the cancellation/ revocation /annulment of this LOA:
- (i) Any and all disputes controversy or claim, relating to or arising out of the LOA or the rights and obligations of the Authority and the Selected Bidder, under this LOA, including but not limited to validity, interpretation, scope, effect, termination of the terms contained in this LOA, shall be settled by arbitration by a sole arbitrator to be appointed by the Authority or its nominee within thirty (30) days of receipt of a request for appointment of arbitrator, which notice should contain all information regarding the dispute(s) between the parties.
 - (ii) The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be at Dehradun, Uttarakhand and it shall be conducted in the English language.

- (iii) The arbitral award shall be in writing, state the reasons for the award and be final and binding on the Authority and the Selected Bidder. The award may include an award of costs, including reasonable attorney's fees and disbursements.
- (iv) The LOA shall be governed by the laws of India and all matters arising out or relating to this LOA, the courts at Dehradun, Uttarakhand shall have exclusive jurisdiction.
9. It may additionally be noted that this LOA is only intended to convey the Authority's acceptance of your Bid, subject to the terms & conditions specified hereinabove and in the RFQ-cum-RFP document and as reiterated in the Concession Agreement, and it does not by itself create any rights or contractual relationship with the Authority or casts any corresponding obligation with respect to the Project or otherwise on the Authority. Any such right or relationship shall come into effect only upon your unconditional compliance with the terms & conditions set out herein and the execution of Concession Agreement as per term hereof and the RFQ-cum-RFP.
10. The Selected Bidder shall keep the Bid Security furnished to the Authority by the Selected Bidder in terms of the RFQ-cum-RFP, valid and subsisting until Selected Bidder has provided Construction Period Performance Security under the terms of the Concession Agreement, and shall, if required, extend the validity period of Bid Security (as directed by Authority) to keep it valid and subsisting until Selected Bidder furnishes Construction Period Performance Security to the Authority under the Concession Agreement.
11. Without prejudice to anything stated in this LOA and/or the RFQ-cum-RFP, and as a token of receipt and your acknowledgment of this LOA as well as an absolute, unconditional & unqualified compliance of the conditions mentioned hereunder, you are hereby requested to return a duplicate copy of the same to us, duly signed by your authorized signatory, within 7 (seven) days from the date of this LOA.

Thanking You
For & on behalf of UTDB

Name
Designation

Acknowledgement of the Letter of Award ("LoA") for the Development of Surkanda devi Ropeway Project in the state of Uttarakhand on BOT basis (the 'Project')

We, _____, a company incorporated under the Companies Act, 1956 and having its Registered Office at _____, on behalf of the Selected Bidder / Consortium do hereby acknowledge the receipt of the Letter of Award ("**LOA**") for the Development of Surkanda devi Ropeway Project in the state of Uttarakhand on BOT basis (the '**Project**') issued by Uttarakhand Tourism Development Board, Dehradun vide their Letter no. _____ dated _____. We accept and undertake to absolutely and unconditionally comply with the terms and conditions contained herein.

Signature: _____ (Authorised Signatory)
Name:
Address:
Place:
Date: