UTTARAKHAND METRO RAIL, URBAN INFRASTRUCTURE & BUILDING CONSTRUCTION CORPORATION LTD. (Email: - info@ukmrc.org)

Expression of Interest cum Request for Qualification

(EOI cum RFQ)

For

PPP Project

INTERNATIONAL COMPETITIVE BIDDING

Development of Personalised Rapid Transit (PRT) System in Haridwar city of Uttarakhand called "Haridwar Darshan" under Design Built Finance Operate and Transfer (DBFOT basis) – (PPP MODEL)

Tender reference No: UM-140/EOI cum RFQ PRT Haridwar/2020-21/01

November- 2020

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Abbreviations

Sr.No	Abbreviation	Meaning
1	AAR	Alternate Analysis Report
2	BOLT	Built, Own, Lease & Transfer
3	BOO	Built, Own, & Operate
4	BOOT	Built, Own, Operate & Transfer
5	BOT	Built, Operate and Transfer
6	BRT	Bus Rapid Transit
7	CAPEX	Capital Expenditure
8	CEO	Chief Executive Officer
9	CMP	Comprehensive Mobility Plan
10	DBFOT	Design, Built, Finance, Operate and Transfer
11	e-GPS	Electronic Government Procurement System
12	EOI cum RFQ	Expression of interest cum Request for Qualification
13	EPC	Engineering Procurement & Construction
14	FDI	Foreign Direct Investment
15	FM	Financial Member
16	GoI	Government of India
17	GRT	Group rapid Transit
18	GST	Goods and Service Tax
19	IFSC	Indian Financial System Code
20	IST	Indian Standard Time
21	JV	Joint Venture
22	LLP	Limited liability Partnership
23	LM	Lead Member
24	LOA	Letter of Award
25	NA	Not Applicable
26	O&M	Operation & Maintenance
27	OECD	Organization of Economic Corporation and Development
28	OM	Other Member
29	OMM	Operation & Maintenance Member
30	OPEX	Operation Expenditure
31	PHPDT	Passenger Per Hour Per Direction Traffic
32	PPP	Public Private Partnership
33	PRT	Personal Rapid Transit
34	RFP	Request for Proposal
35	SIDCUL	State Industrial Development Corporation of Uttarakhand Limited
36	SPV	Special Purpose Vehicle
37	TM	Technical Member
38	UKMRC	Uttarakhand Metro Rail, Urban Infrastructure, & Building Construction limited.

DISCLAIMER

The information contained in this document- Expression of Interest cum Request for Qualification (the **"EOI cum RFQ")** or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Authority or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this **EOI cum RFQ** and such other terms and conditions subject to which such information is provided.

This EOI cum RFQ is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this EOI cum RFQ is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this EOI cum RFQ **(the "Application").** This EOI cum RFQ 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 Applicant may require. This EOI cum RFQ may not be appropriate for all persons, and it is not possible for the UKMRC **(the "Authority")**, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Application. The assumptions, assessments, statements and information contained in this Application may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own survey, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Application and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant, 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 Application or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Application and any assessment, assumption, statement or information contained therein or deemed to form part of this Application or arising in any way with pre-qualification of Applicants for participation 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 Applicant upon the statements contained in this Application.

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 Application. The issue of this Application does not imply that the Authority is bound to select and short- list prequalified Applications for Bid Stage or to appoint the selected Applicant, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application 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 Application. All such costs and expenses will remain with the Applicant 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 Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

1. Introduction

UKMRC invites online responses (Proposals) to this Expression of Interest cum Request for Qualification (**"EOI cum RFQ"**) to shortlist private entities to bid as 'concessionaire' for development of Personalised Rapid Transit (PRT) System in Haridwar city of Uttarakhand called **"Haridwar Darshan"** on PPP mode under Design, Built, Finance, Operate and Transfer (DBFOT) basis. The technology of PRT proposed by Applicants must be already in passenger operation for minimum 1 year and on a minimum stretch of 1.5 Km.

To begin with, UKMRC invites Applications through this EOI cum RFQ for an open interactive participation of all Applicants to assess the interest in the project and to get constructive suggestions to be incorporated in RFP. In EOI, they will have to provide information asked in clause no. 1.11 based on which, the authority may finalise the RFP.

It is envisaged that Applicants either individually or in Joint venture/Consortium having experience of business development of large infrastructure projects will emerge to meet the long-term objective of this project.

All the applicants that qualify the Technical & Financial criteria shall be allowed to submit their bids at the RFP stage.

Interested Applicants are required to download the EOI cum RFQ document from website https://uktender.gov.in "Uttarakhand Metro Rail, Infrastructure & Building Construction Corporation Ltd." Any subsequent clarifications by the authority shall be uploaded on the above website only. Applicants are advised to study the EOI cum RFQ carefully before submitting the proposal. The schedule is given in clause 1.13

1.1 Background

Haridwar city of Uttarakhand state is situated 250 Km from the national capital of New Delhi. Haridwar city can be comfortably reached by road, train and by air. The nearest airport is "Jolly Grant Airport" 37 Km from Haridwar city.

The city is situated on the right bank of the Ganga River, at the foothills of the Shivalik ranges. Haridwar is regarded as a Holy place for Hindus, hosting important religious events and serving as a gateway to several prominent places of worship- Badrinath, Kedarnath, Gangotri, Yamnotri, Hemkund Sahib, Joshi Math etc. and major tourist attraction point- Flower Valley, Aulli, etc. People often visit Haridwar to perform ritualistic bath in Har Ki Pauri.

Today, the city is developing beyond its religious importance, with the fast-developing industrial estate of State Industrial Development Corporation of Uttarakhand (SIDCUL), the close by township of Bharat Heavy Electricals Limited as well as its affiliated ancillaries. Further information about Haridwar City can be obtained through following link: -

https://en.wikipedia.org/wiki/Haridwar

As per the Haridwar Master plan, the total population in the Haridwar planning area in year 2025 is expected to be 7.70 lakhs which includes the population living in the city, its suburbs and adjoining villages. This information is taken from the below mentioned link-

http://www.onlinehrda.com/master_plan_haridwar_manual.php

1.2 Location of the Project

Source: https://www.researchgate.net/figure/Map-of-district-Haridwar-Uttarakhand-India-showing-the-location-of-different-study_fig1_228488577

1.3 Urbanization in Haridwar

As per the Census 2011 the urban population of state of Uttarakhand is 30.5 Lakh including cantonments. The overall urbanisation rate of Uttarakhand, which is around 30.2%, is comparable with the national average of 31.2%. The population growth rate varies across districts and urban areas. However, it is noteworthy that average annual urban growth rate of 4.0% is much high compared to rural growth rate 1.2% of the state. This information is taken from the mentioned link-https://udd.uk.gov.in/pages/display/2-about-us. The city development plan of Haridwar is available through the link https://udd.uk.gov.in/files/CDP_HRD.PDF

1.4 Comprehensive Mobility Plan

Dehradun-Haridwar-Rishikesh area has been declared as Metropolitan Area by the government of Uttarakhand vide its notification No: 395/IV (3)/2017-04/2016, dated 27 April 2017. A Comprehensive Mobility Plan for the entire Metropolitan area has been prepared in the year 2018-19 to identify the need of MRTS, various other transport Infrastructures including that for freight traffic and the same is available on UMKRC website for reference http://www.ukmrc.org/pdfs/CMP%2025July/CMP%20Final%20July.pdf

Area covered under Metropolitan Area

S.No	Metropolitan Area
1	Area covering District Haridwar including areas covering Municipal Corporation of Shivalik Nagar, Haridwar Municipal Corporation, Roorkee Municipal Corporation

2	Entire Area covering District of Dehradun including Municipal corporation of Dehradun, Doiwala, Rishikesh and rest of the area falling under District of Dehradun
3	Area under District Tehri Garhwal covering Narendra Nagar covering Muni-Ki-Reti, Dalwala area

During the last decade, the urban sprawl in Haridwar city has extended far beyond the existing territorial jurisdiction of the city administration resulting in an increase in share of usage of private modes of transportation. Despite substantial efforts, city is facing difficulty in coping with an increase of private vehicles for improving personal mobility and freight movement. Due to limited road width and limited scope of road widening, together with increase in number of private vehicles, traffic congestion and delays have become a common phenomenon. The situation becomes more acute during peak hours. Growth and development of commercial activities along both sides of the road and on-street parking of private vehicles by resident users, has further aggravated the situation. On the other hand, the pedestrians have become more vulnerable to accidents due to lack of proper pedestrian facilities available in the city. Thus, in order to sustain its old glory and to promote it as one of the most vibrant heritage rich region of the country, the city requires a comprehensive approach to be followed.

Land use, catchment area on proposed PRT corridor and other aspects of transport planning may be referred in the mentioned CMP Report.

1.5 Alternate Analysis Study – Corridor Selection

Alternative analysis for first, second and third order Corridors identified in CMP has been done in this study. Tis study has brought out the best route and has also recommended the technology or system best suited for the corridor.

The AAR has recommended PRT system on Sitapur to Har ki Pauri via railway station corridor: The AAR is accessible through link https://www.ukmrc.org/reports.html.

1.6 Important Location and places of interest in Haridwar city

Following are the places of visitor's/Tourist interest, which either exists along or have connectivity from the proposed corridor -

(a) Har Ki Pauri

The Har Ki Pauri is the most famous ghat in Haridwar. This is the Ghat where the daily Aarti ritual of river Ganga is performed, and it is attended by a large no of devotees. A temple is built around a large foot mark which is believed to be the imprints of Lord Vishnu. Budget and Luxury hotels are located near the Har ki Pauri to provide comfortable accommodation to all types of visitors and guests visiting Haridwar.

(b) Mansa Devi

A standout amongst the most visited temples in Haridwar, Mansa Devi Mandir is situated on top of the Shivalik slopes. This temple is connected by ropeway situated near PRT Station mansa devi ropeway gate

(c) Chandi Devi

Chandi Devi Temple, located on the top of Neel Parvat, is one of the major tourist attractions in Haridwar city. A passenger ropeway project is about to start connecting Har Ki Pauri to Chandi Devi Temple.

(d) Daksha Mahadev Temple

This temple is located near to the proposed PRT station Kankhal.

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(e) Sapt Rishi Ashram

This location is near to the proposed PRT station "Bharat Mata Mandir".

(f) Maya Devi

This location is near to the proposed PRT station "Valmiki Chowk".

(g) Bhimgoda Tank

The sacred tank gets its name from Bhima, the second of the five Pandava siblings and an incredible character of the Hindu epic Mahabharat. This location is near to proposed PRT station at "Har Ki Pauri"

(h) Bharat Mata Mandir

Bharat Mata Mandir is a multi-storey temple dedicated to Bharat Mata (Mother India). This location is near to the proposed PRT station "Bharat Mata Mandir"

(i) Makarvahini Temple

This temple was established by Jayandra Saraswati, Shankaracharya of Kanchi Kamakoti, a few decades ago. The temple is built in South-Indian influenc and the location is near to the proposed PRT station "Laltaro Pul".

(j) Shopping

There are various places of interest for shopping and leisure in the proximity of the proposed PRT route like Bara Bazar, Moti Bazar, Upper Road, Ranipur Mor, and Jwalapur. These shopping area falls along proposed PRT corridor.

1.7 Fair, Festival and Mahotsava of Haridwar city

Haridwar is a place where fairs are being organized with full enthusiasm all-around the year, such as Somwati Amavasya, Kartik Poornima, Shravan Poornima, Ganga Dussehra and other important bathing dates of Hindu calendar. The Kanwad mela during the month of Shravana is very popular among masses in which lacs of devotees of Lord Shiva come to Haridwar to take holy water of river Ganga. Apart from these, Kumbh mela (https://en.wikipedia.org/wiki/Kumbh_Mela) and Ardh Kumbh mela are organized at and interval of 12 and 6 years respectively. Kumbh Mela is said to be the largest congregation of humanity anywhere in the world. The Haridwar district administration also organizes 'Haridwar Mahotsava' which is a 3-4-day cultural festival on the bank of river Ganga and 'Ayurveda Mahotsava'. Besides this 'Urs' is organized annually at the holy dargah of Piran Kaliyar in which people of all sects participate and pray for their wellbeing. These festivals are one of the major reason for a huge inflow of tourist into the city. Following table shows month wise festivals/fairs arranged in this district and approximate no. of tourists.

Month	Occasion	Approx. no. of Tourists
January	Makar Sakranti	2 to 2.5 lacs
Feb-March	Maha Shivratri	2 lacs
March-April	Ram Navmi	3 to 4 lacs
April	Baisakhi	8 to 10 lacs
May	Buddha Poornima	3 lacs
May	Ganga Saptami	2 lacs
June	Ganga Dussehra	8 to 10 lacs
July-August	Kanwar Mela	25 to 30 lacs
July	Somwati Amavasya	20 to 25 lacs
August	Janmashtmi	1 lac
October	Durga Puja	3 lacs
November	Kartik Poornima	7 to 8 lacs
Every Month	Ekadashis	2 lacs
	Poornimas	2 lacs
	Amavasya	2 lacs
Whenever occurs	Surya Grahans (Solar Eclipse)	4 to 5 lacs
	Chandra Grahans (Lunar Eclipse)	4 lacs

Source: http://www.haridwartourism.in/Festivals_In_Haridwar.html

1.8 Tourist Statistics in Haridwar

Year	India	Foreigner	Total	Growth rate %
2015	19332025	18615	19350640	
2016	20486775	21322	20508097	5.9
2017	20985975	23123	21009098	2.44
2018	21555000	22583	21577583	2.70

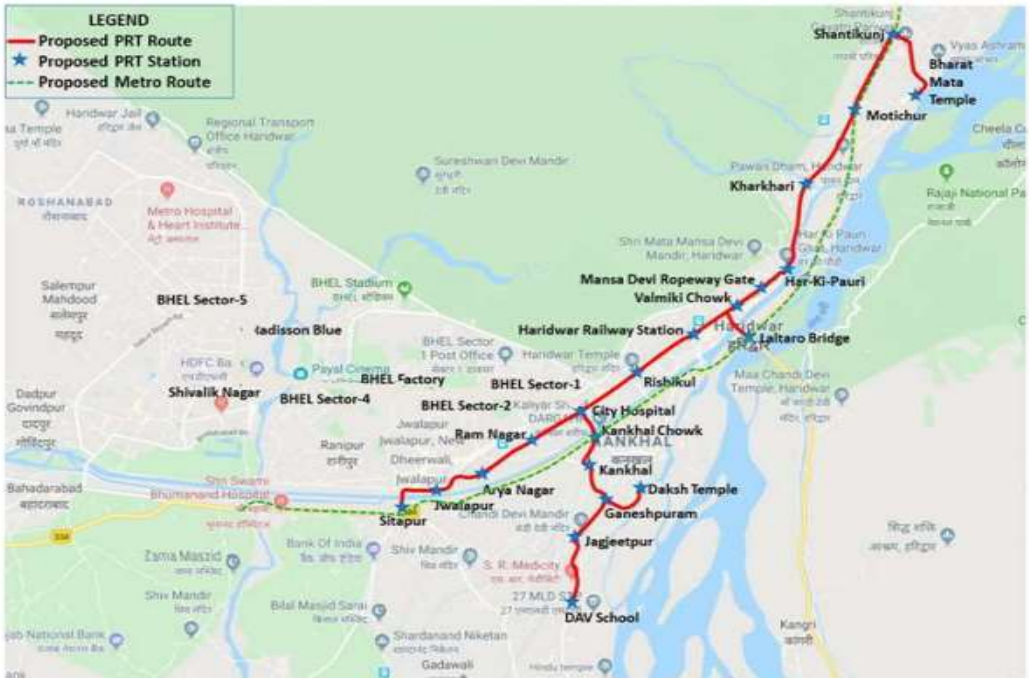
Source:https://uttarakhandtourism.gov.in/wp-content/uploads/2019/05/Tourist-Statistics-from-2000-to-2002-of-Major-Tourist-Destinations.pdf
From the above table, the average annual growth of tourist in the city is 3.70%, based on which tourist influx in year 2024, the expected year of start of commercial operation, is expected to be 26833377 which means, on an average 73516 tourists per day.

1.9 Public & Private Transport availability in Haridwar City

As per the present situation, there is no proper public transport facility available in city except few City buses, Auto Rickshaw, E-Rickshaw and Paddle Rickshaw in certain areas. Most of the transport need is therefore fulfilled by private vehicles.

1.10 Proposed PRT Corridors

Sr.No	PRT Corridor	Length (km)
1	Sitapur –Bharat mata Temple	14.0
2	City Hospital –Daksha Temple	3.0
3	Ganeshpuram- DAV School	2.0
4	Valmiki Chowk –Laltaro Bridge	0.65
	Total	**19.65 km**



The PRT corridors are mainly on the Major roads of the city and are planned to be elevated within the Right of way (ROW) on the central verge of the roads.

1.11 Information required for EOI cum RFQ for Proposed PRT System at Haridwar.

In order to get the basic information about the technology proposed by the applicant and other suggestions regarding minor changes in the alignment etc for incorporating in the RFP, if found acceptable, the applicants are required to provide following information-

A. Technical details -

S No	Parameters	Details
1.	Guideway width	
2.	Max. Gradient	
3.	Min. turning radius	
4.	Details of Traction system	
5.	Details of Passenger Carrier	
6.	Capacity & Dimensions	
7.	Axel Load	
8.	Design & operating Speeds	
9.	Design Headway	
10.	Maximum carrying Capacity in terms of PHPDT	
11.	Design Acceleration & braking	
12.	Whether Re-generative braking or not?	
13.	Technical details of Guiding system	
14.	Details of emergency evacuation	
15.	Details of controls system of PRT	
16.	Ticketing & Automatic Fare Collection system	
17.	Other Technical details	

B. Other miscellaneous details.

SN	Item Description	Remarks
1	**Per Km Construction Cost (CAPEX) which shall include but not limited to**: 1. Civil works for a. elevated structure b. station cost 2. Depot Construction 3. Cost of Charging Station and carrier Parking 4. Carrier Cost for proposed seating capacity 5. PRT control system cost including signalling and telecommunication 6. Any other cost which needs to be included head wise.	(1) Commercial Development may be suggested in few of the stations, in station area by creating extra floor on the footprint of the station area. (2) Right of Way/Land for Guideway and stations shall be made available free of cost.
2	**Per Km Cost expected in operations (OPEX) which shall include but not limited to**: 1. Manpower Cost 2. Power requirement & cost 3. Administrative Cost 4. Maintenance Cost 5. Major Overhauling cost 6. Any other cost which needs to be included head wise.	
3	**Typical Indicative Drawings of following may be submitted-** 1. Suggested Alignment with minor modification if any marked on topographical sheets provided by UKMRC along with footprint of land required outside ROW, if any, marked there on. The	Minor changes in alignment, if proposed, should preferably be within the right of way.

	Applicants may suggest additional loops with one-way guideway on either side of the loop. 2. Type of elevated structure 3. Station layout plan	
4	**Proposed Concession Period is 30 years including construction period. However, Applicants may suggest change in the concession period, if any, required for viability of the project.**	
5	**Possible non fare box Revenue Streams and requirement from the authority for the same.**	
6	**Other assistance required from Authority for minimising the cost and maximising revenues.**	Only Permissible activities as per respective Authorities shall be considered.

C. Specification & Standards: - Specification & Standards to be followed may be listed for civil & system works including carrier and guideway.

D. Implementation schedule: - Standard timeline for construction & commissioning diagram may be provided.

E. Safety Certification: - Safety certification process, for opening the services of PRT for passengers, adopted in the country where the proposed PRT is already functional, needs to be given.

Notes: -

(1) Though 19.65 Km length is proposed but Applicants may in their proposal suggest if they want to implement lesser length. If lesser length is proposed, the stretch may be indicated.

(2) The applicants may also suggest implementation of 19.650 Km in phases providing the details thereof.

1.12 Brief description of Bidding Process

1.12.1 The UKMRC has adopted a two-stage process (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 an Application in accordance with the provisions of this EOI cum RFQ (the **"Applicant"**), which expression shall, unless repugnant to the context, include the Members of the Consortium). Prior to making an Application, the Applicant shall pay to the Authority a sum of ₹ 20,000 plus GST @ 18% or as applicable (Rupees Twenty thousand plus GST @ 18% or as applicable) as the cost of the EOI cum RFQ process. The RFP document will be updated based on EOI cum RFQ information. At the end of this stage, the Authority expects to announce a short-list of up to 8 (Eight) suitable pre-qualified Applicants who shall be eligible for participation in the second stage of the Bidding Process (the "**Bid Stage**") comprising Request for Proposal (the "**Request for Proposal**" or "**RFP**"). Government of India has issued guidelines (see Appendix-V) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify an Applicant in accordance with the aforesaid guidelines at any stage of the Bidding Process. Applicants must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I.

1.12.2 In the Qualification Stage, Applicants would be required to furnish all the information specified in this EOI cum RFQ. Only those Applicants that are pre-qualified and short-listed by the Authority shall be invited to submit their Bids for the Project. The Authority is likely to provide a comparatively short time span for submission of the Bids for the Project. The Applicants are, therefore, advised to visit the site and necessary studies may be carried out at their own cost and familiarise themselves with the Project.

1.12.3 In the Bid Stage, the Bidders will be called upon to submit their financial offers (the "**Bids**") in accordance with the RFP and other documents to be provided by the Authority (collectively the "**Bidding Documents**"). The Bidding Documents for the Project will be provided to every Bidder on payment of ₹. 40,000 plus GST @ 18% or as applicable (Rupees forty Thousand plus GST @ 18% or as applicable). The Bid shall be valid for a period of not less than 120 days from the date specified in Clause 1.13 for submission of bids (the "**Bid Due Date**").

1.12.4 In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security of 150 crores (Rupees One Hundred and Fifty Crore) (the "**Bid Security**"), refundable no later than 60 (sixty) days from the Bid Due Date, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security either in the form of a demand draft or a bank guarantee acceptable to the Authority. In case of the bank guarantee, the validity period of the bank guarantee 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

1.12.5 Generally, 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 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 the remaining Bidders or annul the Bidding Process, as the case may be.

1.12.6 During the Bid Stage, 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.

1.12.7 Deleted.

1.12.8 Deleted

1.12.9 Deleted

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

1.12.11 Any queries or request for additional information concerning this EOI cum RFQ shall be submitted through e-mail to the officer designated in Clause 2.13.3 below. The communications shall clearly bear the following identification/ title:
"Queries/ Request for Additional Information: EOI cum RFQ for "Personalised Rapid Transit System at Haridwar city of Uttarakhand.

1.13 Schedule

UKMRC shall endeavour to adhere to the following schedule:

S. No.	Event Description	Days	Date	Time in hours (up-to)
1	Issue of EOI cum RFQ	27.11.2020		
2	Last date for receiving Pre-Application queries	22.12.2020		1800

3	Pre-Application conference (Please check the website for meeting venue)	29.12.2020		1600
4	Concessioning Authority's response to queries and issue of addendum if any	01.01.2021		1800
5	Application due date	11.01.2021		1500
6	**Opening the Applications**	11.01.2021		1530

2 INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Application

2.1.1 The Authority invites the Applications for Expression of Interest cum Request for Qualification (EOI cum RFQ) in order to update the Request for Proposal document and short-list experienced and capable Applicants for the Bid Stage.

2.2 Eligibility Criteria

2.2.1 For determining the eligibility of Applicants for their pre-qualification hereunder, the following shall apply:

(a) The applicant for pre-qualification may be a single entity or a group of entities ("**Joint Venture/Consortium"**), coming together to implement the project. However, no applicant applying individually or member of consortium, as the case may be, can be member of another applicant. The term applicant used herein would apply to both, a single entity and a consortium.

(b) An Applicant may be a natural person, private entity, company either incorporated in India or outside India, Limited Liability Partnership (LLP), Partnership firm, 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) An Applicant shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, 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 an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate is less than 5 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 1956/2013. For the purposes of this Clause 2.2.1(d), 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% of the subscribed and paid up equity shareholding of such intermediary; or

(ii) a constituent of such Applicant is also a constituent of another Applicant; or

(iii) such Applicant, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or

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

(v) such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Application of either or each other; or

(vi) such Applicant, or any Associate thereof has participated as a consultant to the UKMRC in the preparation of any documents, design or technical specifications of the Project.

(d) An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the UKMRC in relation to the Project is engaged by the Applicant, 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 Applicant, 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 EOI cum RFQ. 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.

Note: - In case an Applicant is a Consortium, then the term Applicant 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, an Applicant shall fulfil the following conditions of` eligibility:

(A) Eligibility of proposed Technology: A technology based on which minimum one PRT system is presently under passenger operation for a minimum period of 1 year on a stretch of not less than 1.5 Km shall be considered eligible for this project.

In case, the company, whose technology is being proposed by the applicant, is not a member of JV/Consortium, the applicant undertakes that he shall enter into an agreement with the technology provider for providing the technology and support the applicant in O& M for at least 2 years from the date of COD. The applicant shall also provide a written consent of the technology provider for the same. The undertaking by the applicant and consent by the technology provider shall be generally as per the format given in Appendix VI.

(B) Technical Capacity: For demonstrating technical capacity and experience the **"Technical Capacity"**, the Applicant shall, over the past 5 (five) financial years preceding the Application Due Date, have:

(i) paid for, or received payments for, development of Eligible Project(s) in category 1 specified in Clause 3.2.1; and/ or

(ii) paid for, or received payments for, construction of Eligible Project(s) in category 2 specified in clause 3.2.1; and/or

(iii) collected and appropriated revenues from Eligible Project(s) in Category 1 specified in Clause 3.2.1,

Such that the sum total of the above is more than **₹ 1500 Crore** (Rupees One Thousand Five Hundred Crores) (the **"Threshold Technical Capability"**).

(C) Financial Capacity: The Applicant shall have a minimum Net worth (as define in clause 2.2.4 ii) of **₹ 250 Crore (Rupees Two Hundred Fifty Crore)** at the close of the financial year immediately preceding the Application Due Date (the **"Financial Capacity"**).

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 percent) each in the SPV, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 2 (Two) years from the date of commercial operation of the Project, hold equity share capital of not less than: (i) 26% (twenty six percent) of the subscribed and paid up equity of the SPV; and (ii) 5% (five percent) of the Total Project Cost specified in the Concession Agreement.

2.2.3 **O & M Experience**: The Applicant shall, in the case of a Consortium, include a Member who shall subscribe and continue to hold at least 10% (ten per cent) of the subscribed and paid up equity of the SPV for a period of 5 (five) years from the date of commercial operation of the Project, and has either by itself or through its Associate, experience of 5 (five) years or more in operation and maintenance (O&M) of Category 1 projects specified in Clause 3.2.1, which have an aggregate capital cost equal to the Estimated Project Cost. In case the Applicant is not a Consortium, it shall be eligible only if it has equivalent experience of its own or through its Associates. In the event that the Applicant does not have such experience, it should furnish an undertaking that if selected to undertake the Project, it shall for a period of at least 5 (five) years from the date of commercial operation of the Project, enter into an agreement for entrusting its operation & maintenance (O&M) obligations to an entity having the aforesaid experience, failing which the Concession Agreement shall be liable to termination.

2.2.4 The Applicant shall enclose with their Technical Application, to be submitted as per the format at **Appendix-I**, complete with its Annexure, the following:

(i) Certificate(s) from statutory auditors or its 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 Application Due Date) in respect of the projects specified in paragraph 2.2.2(B) above. In case a particular job/ contract has been jointly executed by the Applicant (as part of a consortium), the Applicant should further support its 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 statutory auditors specifying the net worth of the Applicant, as at the close of the financial year (immediately preceding the Application Due Date), and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.4. For the purposes of this EOI cum RFQ, 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 shareholders.

2.2.5 The Applicant shall submit a Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Application to commit the Applicant. In case of a Consortium, the members shall submit a Power of Attorney in favour of the Lead Member as per format at Appendix-III.

For a Power of Attorney executed and issued overseas, the same 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 Applicants 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 Apostilled certificate.

2.2.6 The Applicant whether a single entity or a JV/Consortium, will be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act-2013 (the "SPV"), to execute the Concession Agreement and implement the Project. In case, the

Applicant is a Consortium, it shall, in addition to forming the SPV, comply with the following additional requirements:

(a) Number of members in a consortium shall not exceed 4 (four) if O&M experience member is included otherwise shall not exceed 3 (Three).

(b) the Application should contain the information required for each member of the JV/Consortium;

(c) Members of the Consortium shall nominate one member as the lead member (the **"Lead Member"**), who shall have an equity share holding of at least 26% (twenty-six per cent) of the paid up and subscribed equity of the SPV. 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 Application 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 Applicant cannot, at the same time be member of a JV/Consortium applying for pre-qualification. Further, a member of a particular Applicant JV/Consortium cannot be member of any other Applicant JV/Consortium applying for pre-qualification;

(f) the members of a JV/Consortium shall form an appropriate SPV to execute the Project, if awarded to the JV/Consortium;

(g) Members of the JV/Consortium shall enter into a binding Joint Bidding Agreement, for the project, substantially in the form specified at Appendix-IV (the "**Jt. Bidding Agreement**"), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Jt. Bidding Agreement, to be submitted along with the Application shall, *inter alia*:

(i) convey the intent to form the SPV with shareholding/ ownership equity commitment(s) in accordance with this EOI cum RFQ, 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 JV/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;

(iv) commit that each of the members, whose experience will be evaluated for the purposes of this EOI cum RFQ, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement;

(v) members of the JV/Consortium undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid up equity of the SPV at all times until the second anniversary of the commercial operation date of the Project; and

(vi) include a statement to the effect that all members of the JV/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 EOI cum RFQ and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the UKMRC.

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 Application, would not be eligible to submit an Application, either individually or as member of a JV/Consortium.

2.2.8 An Applicant including any JV/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 Applicant , JV/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 Applicant, JV/Consortium Member or Associate.

2.2.9 In computing the Technical Capacity and Net Worth of the Applicant/JV/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.

For purposes of this EOI cum RFQ, 'Associate' means, in relation to the Applicant/JV/Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/JV/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 percent) 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 an Application:

(a) Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient.

(b) Information supplied by an Applicant (or its constituent member if the Applicant is a JV/Consortium) must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit Application is being issued only to Applicant whose identity and/ or constitution is identical to that at Pre-qualification;

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

(d) in case the Applicant is a JV/consortium, each Member should satisfy the Pre-qualification requirements to the extent specified herein.

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

(a) Where, on the date of the Application, not less than 15% (Fifteen percent) of the aggregate issued, subscribed and paid up equity share capital in an Applicant or its Member is held by persons' resident outside India or where an Applicant or its Member is controlled by persons' resident outside India; or

(b) if at any subsequent stage after the date of the Application, there is an acquisition of not less than 15% (Fifteen five percent) of the aggregate issued, subscribed and paid up equity share capital or control, by person's resident outside India, in or of the Applicant or its Members;

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

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, 2011, or any substitute thereof, as in force on the date of such acquisition.

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

2.2.12 Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within three months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application 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 an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

2.2.13 **Foreign Direct Investment**:

Any investment by the Applicant, which is a foreign company and not registered under Companies Act 1956/2013, shall comply with the latest Foreign Direct Investment (FDI) policies as issued by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India (GOI) and other rules and regulations as notified by GOI and Reserve Bank of India. The Applicant shall acquaint itself with all the policies and implications if any, for the proposed Application before submission of the Application.

2.3 Change in Composition of the Consortium

2.3.1 Change in the composition of a Consortium will not be permitted by the UKMRC during the Qualification Stage.

2.3.2 Where the Bidder is a Consortium, change in the composition of a Consortium may be permitted by the UKMRC during the Bid Stage, only where:

a) the application for such change is made no later than 15 (fifteen) days prior to the Application Due Date;

b) the Lead Member continues to be the Lead Member of the Consortium;

c) the substitute is at least equal, in terms of Technical Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicant; and

d) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally and is not an Applicant /Member/Associate of any other Consortium Bidding for this Project.

2.3.3 Approval for change in the composition of a Consortium shall be at the sole discretion of the UKMRC and must be approved by the UKMRC in writing.

2.3.4 The modified/ reconstituted Consortium shall submit a revised Jt. Bidding Agreement before the Application Due Date.

2.3.5 Notwithstanding anything to the contrary contained in sub-clause (c) (i) of Clause 2.2.1, an Applicant may, within 10 (ten) days after the Application Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.

2.4 Number of Applications and costs thereof

2.4.1 No Applicant shall submit more than one Application for the Project. An applicant applying individually or as a member of a Consortium shall not be entitled to submit another application either individually or as a member of any Consortium, as the case may be.

2.4.2 The Applicant shall be responsible for all of the costs associated with the preparation of their Application and their participation in the Bidding Process. The UKMRC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

2.5.1 Applicants are encouraged to submit their respective application 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.

2.6 Acknowledgement by Applicant:

2.6.1 It shall be deemed that by submitting the Application, the Applicant has:

(a) made a complete and careful examination of the EOI cum RFQ;

(b) received all relevant information requested from the UKMRC;

(c) accepted the risk of inadequacy, error or mistake in the information provided in the EOI cum RFQ or furnished by or on behalf of the UKMRC relating to any of the matters referred to in Clause 2.5.1 above; and

(d) agreed to be bound by the undertakings provided by it under and in terms hereof

2.6.2 The UKMRC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the EOI cum RFQ, or the bidding process, including any error or mistake therein or in any information or data given by the UKMRC.

2.7 Right to accept or reject any or all Applications/Bids

2.7.1 Notwithstanding anything contained in this EOI cum RFQ, the Authority reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the UKMRC rejects or annuls all the Applications, it may, in its discretion, invite all eligible bidders to submit fresh Bids hereunder.

2.7.2 The UKMRC reserves the right to reject any Application if:

(a) at any time, a material misrepresentation is made or uncovered, or

(b) the Applicant does not provide, within the time specified by the UKMRC, the supplemental information sought by the UKMRC for evaluation of the Application.

If the Applicant/Bidder is a Consortium, then the entire Consortium may 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 match the Highest Bidder/ submit their Bids in accordance with the RFP; or

(ii) take any such measure as may be deemed fit in the sole discretion of the UKMRC, 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 UKMRC, that one or more of the pre-qualification conditions have not been met by the Applicants, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant 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 Applicant/SPV 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 EOI cum RFQ, be liable to be terminated, by a communication in writing by the UKMRC to the Applicant, without the UKMRC being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the UKMRC may have under this EOI cum RFQ, the Bidding Documents, the Concession Agreement or under applicable law.

2.7.4 The UKMRC reserves the right to verify all statements, information and documents submitted by the Applicant in response to the EOI cum RFQ. Any such verification or lack of such verification by the UKMRC shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the UKMRC thereunder

B. DOCUMENTS

2.8 Contents of the EOI cum RFQ

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

Invitation for Qualification

Section 1.	Introduction
Section 2.	Instructions to Applicant
Section 3.	Criteria for Evaluation
Section 4.	Fraud & Corrupt Practices
Section 5.	Pre Application Conferences
Section 6.	Miscellaneous

Appendices

Appendix I Letter comprising the Application for Pre-qualification

Annexure-I of Appendix-I: -Details of Applicant
Annexure-II of Appendix-I: - Technical Capacity of Applicant
Annexure-III of Appendix-I: - Financial Capacity of Applicant
Annexure-IV of Appendix-I: - Details of Eligible Projects
Annexure-V of Appendix-I: - Statement of Legal Capacity
Annexure-VI of Appendix I: - Technology Details

Appendix II Power of Attorney for signing of Application
Appendix III Power of Attorney for Lead Member of Consortium
Appendix IV Joint Bidding Agreement
Appendix V Guidelines of the Department of Disinvestment
Appendix VI Undertaking and consent

2.9 Clarifications

2.9.1 Applicants requiring any clarification on the EOI cum RFQ may notify the UKMRC through e-

mail in accordance with Clause 1.12.11. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.13. The UKMRC shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Application Due Date. The responses will be sent by e-mail. UKMRC will forward all the queries and its responses thereto, to all purchasers of the EOI cum RFQ without identifying the source of queries.

2.9.2 UKMRC shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, UKMRC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 2.9 shall be taken or read as compelling or requiring the UKMRC to respond to any question or to provide any clarification.

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

2.10 Amendment of EOI cum RFQ

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

2.10.2 Any Addendum thus issued will be published on website to all those who have purchased the EOI cum RFQ

2.10.3 In order to afford the Applicant a reasonable time for taking an Addendum into account, or for any other reason, UKMRC may, at its sole discretion, extend the Application Due Date.

C. PREPARATION AND SUBMISSION OF APPLICATION

2.11 Language

The Application and all related correspondence and documents in relation to bidding process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all pertinent passages in the English language dully authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

2.12 Format and signing of Application

2.12.1 The Applicant shall provide all the information sought under this EOI cum RFQ. The UKMRC will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Application shall be liable to rejection.

2.12.2 In the e-tendering mode the tenderers have to put the digital signature on the application. All annexures are to be signed on each page and scanned copies are to be uploaded on the website.

2.13 Submission and Opening of Applications

2.13.1 The applicant shall pay ₹ 20,000/- plus GST @ 18% or as applicable as the cost of EOI cum RFQ process. This can be paid either by Demand Draft/ Bankers cheque in favour of “Uttarakhand Metro Rail, Urban Infrastructure & Building Construction Corporation Ltd. Payable at Dehradun” or transfer by any electronic mode, for which the details of bank are as under:

Name of bank	Bank Address	IFSC Code	A/c No	Type of Account
Indian Overseas bank	32, Tagore Villa Chakrata Road Dehradun Pin-248001	IOBA0000429	042901000022055	Saving

2.13.2 Application must be submitted by the Applicant through the electronic-Government Procurement System (e-GPS) only.

2.13.3 Registration of the Contractors/Applicant on Authority's Government e-GPS Portal https://www.uktenders.gov.in: All Applicant who are not currently registered, in order to participate in the Tenders floated using the e-GPS are required to be registered on the portal https://www.uktenders.gov.in

2.13.4 Set-up of Machine: In order to be able to use e-GPS, setting up of User's machine is required. In order to set up the User's machine, User has to install some utilities as per the instructions given in Help Manual for 'Machine Setup' (Available for download on the e-GPS portal).

2.13.5 The applicants must obtain a Digital Signature Certificate. The Application submitted online must be signed electronically with a Digital Signature Certificate to establish the identity of the Applicant Bidding online.

2.13.6 The Application for a particular Tender shall be submitted by only using the digital signature certificate. In case, during the process of a particular Tender, the user loses their Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem etc.); then they may not be able to submit the Application online. Hence, the applicants/users are advised to keep back up of their digital signature certificate and keep the copies at safe places under proper security to be used in case of emergencies.

2.13.7 In online submission, the digital certificate issued to the authorized user of a firm or association (User) and used for electronic tendering will be considered equivalent to a no objection certificate/power of attorney to that user. The firm or association has to authorize a specific individual via an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificate is revoked, it will be assumed to represent adequate authority of the user to Application on behalf of the firm or association as per Indian Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm or association. It shall be the responsibility of management/partners of the registered firm or association to inform the Certifying Authority or Sub Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate and issue a fresh 'authorization certificate' for the new user.

2.13.8 The Application shall be submitted online through e-tendering mode.

The application shall contain the following.

(i) Scanned copy of proof of payment of cost of EOI cum RFQ Process.

(ii) Scanned copy of EOI cum RFQ duly signed on each page along with the following appendices duly filled in by the applicant.
   a. Application in the prescribed format (Appendix-I) along with Annexures and supporting documents.
   b. Power of attorney for signing the Application as per the format at Appendix-II.
   c. If applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III.
   d. Copy of the joint Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-IV.
   e. Copy of the document as proof that the applicant, if not participating in JV/Consortium with the technology partner, has access to the proposed technology to be submitted as Appendix VI

(iii) Copy of Memorandum and Articles of Association, if the applicant is a body corporate,

and if a partnership then a copy of its partnership deed; and

(iv) Copies of Applicant's duly audited balance sheet and profit and loss account for the preceding five years.

2.13.9 Physical submission of the application and any other document, in any way, will not be accepted except the original demand draft/bankers cheque for realization of the money which shall be submitted physically on the date mentioned in tender schedule in the office of: -

General Manager (Civil)
Uttarakhand Metro Rail,
Urban Infrastructure & building
Construction Corporation Limited
4th Floor, SCI Tower, Opp-Mahindra showroom,
Haridwar Bye Pass Road, Ajabpur Dehradun 248121

2.13.10 If the original Demand Draft/Bankers cheque is not submitted on the date mentioned in schedule at clause 1.13 in the office as mention in clause 2.13.9, the application will be treated as non-responsive and will not be considered for further evaluation.

2.14 Application Submission Due Date

2.14.1 Application shall be submitted online before 1500 hours IST on the Application Due Date as mentioned in schedule at clause 1.13.

2.14.2 The Authority may, in its sole discretion, extend the Application due date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants.

2.15 Late Application

E-portal System will not allow submission after due time and date. The Applicants are therefore advised to complete the submission process well in time to avoid any last minute hiccups. The authority does not take any responsibility for any such application which could not be submitted on time.

2.16 Modifications/substitution/withdrawal of Application

2.16.1 The Applicant may modify, substitute or withdraw their Application after submission, prior to the Application due time and date given in clause 1.13 e-GPS system do not permit any modification/ change after the due time and date.

2.16.2 The applicants need not to supply any additional information subsequent to submission due date and time unless the same has been expressly sought for.

D. EVALUATION PROCESS

2.17 Opening and Evaluation of Application

2.17.1 The Application opening shall take place online on the Portal https://www.uktender.gov.in on the date indicated in Introduction Clause 1.13. A copy of the opening details and tender status shall be available on the e-GPS Portal.

2.17.2 For Electronic Application submission in accordance with Clause 1.13, the specific Application opening procedures shall be: -

Opening of Applications: - UKMRC shall open the applications 'online' in the presence of "Applicants" or their authorised representatives, who chooses to attend, to verify the submission and validity of the application (EOI cum RFQ) processing fee and documents submitted with application as required by the authority.

2.17.3 Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of the Authority. Applicants 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.

2.17.4 Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.

2.17.5 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.

2.17.6 If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from computation of the Eligible Score of the Applicant.

2.17.7 In the event that an Applicant claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Eligible Score, and may also, while computing the aggregate Experience Score of the Applicant, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Application and/ or Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed qualified Applicants 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 Application, 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 or as may be required by law or in connection with any legal process.

2.19 Tests of substantial responsiveness

2.19.1 Prior to evaluation of Application, the Authority shall determine whether each Application is substantially responsive to the requirements of the EOI cum RFQ. An Application shall be considered substantially responsive only if:

(a) it is received as per format at **Appendix-I**.

(b) It is signed on each page.

(c) it is accompanied by the Power(s) of Attorney as specified in Clause 2.2.5 and Clause 2.2.6 (c);

(d) it contains all the information (complete in all respects) as requested in this EOI cum RFQ;

(e) it contains information in formats substantially same as those specified in this EOI cum RFQ;

(f) it contains certificates from its statutory auditors in the formats specified at Appendix-I of the EOI cum RFQ for each Eligible Project;

(g) it contains the proof of payment of requisite amount towards the cost of the EOI cum RFQ Process;

(h) it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the

Project, as stipulated in Clause 2.2.6(g).

(i) it does not contain any condition or qualification; and

(j) It is accompanied with the undertaking and consent as per clause 2.2.2 (A)

(k) it is not non-responsive in terms hereof.

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

2.20 Clarifications

2.20.1 To facilitate evaluation of Applications, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Application. 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) in response thereto shall be in writing.

2.20.2 If any Applicant does not provide clarifications sought under Clause 2.20.1 above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant 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 Applications, the Authority would announce a list of shortlisted pre-qualified Applicants (Bidders) who will be eligible for participation in the Bid Stage. At the same time, the Authority would notify the other Applicants that they have not been short listed. The Authority will not entertain any query or clarification from Applicants who fail to qualify

2.22 Submission of Bids

The Bidders will be requested to submit their Bid in the form and manner to be set out in the Bidding Documents.

Only pre-qualified Applicants shall be invited by the Authority to submit their Bids for the Project. The Authority is likely to provide a comparatively short time span for submission of the Bids for the Project. The Applicants are therefore advised to visit the site and familiarise themselves with the Project by the time of submission of the Application. 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 Applicant to the Authority shall remain or become the property of the Authority. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The Authority will not return any Application or any information provided along therewith.

2.24 Correspondence with the Applicant

Save and except as provided in this EOI cum RFQ, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

3 CRITERIA FOR EVALUATION OF APPLICATION

3.1 Evaluation parameters for Qualification Stage

3.1.1 Only those Applicants who meet the eligibility criteria specified in Clauses 2.2.2 and clause 2.2.3 above shall qualify for evaluation under this Section-3. Application of firms/Consortium who do not meet these criteria, shall be rejected.

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

(a) Technical Capacity; and

(b) Financial Capacity

3.2 Technical Capacity

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 as define in Clause 3.2.3

Category 2: Construction experience on Eligible Projects as define in Clause 3.2.4

For the purpose of this EOI cum RFQ:

i) **'Project Experience'** shall mean the experience of the Applicant in the overall development and implementation of an Eligible project which includes Personalised Rapid Transit (PRT), Mono Rail, Metro Rail, Railways, Highways, Bus Rapid Transit (BRT), Aerial Passenger Ropeway, Power, Ports and Harbours, Telecom and Airports Mining, Water Supply, Sewerage, and real estate development, which shall include real estate complex or township projects;

ii) **'Construction Experience'** shall mean the experience of the Applicant in the construction of the Eligible project which includes Personalised Rapid Transit (PRT), Mono Rail, Metro Rail, Railways, Highways, Bus Rapid Transit (BRT), Aerial Passenger Ropeway, Power, Ports and Harbours, Telecom and Airports Mining, Water Supply, Sewerage, and real estate development, which shall include real estate complex or township projects;

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:

(a) It should have 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 Personal and Group Rapid Transit (PRT & GRT collectively known as POD cars, POD taxi or Automated Transit network as well as Autonomous shuttles) 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% (twenty-six percent) equity during the entire year for which Eligible Experience is being claimed;

(c) the capital cost of the project should be more than **₹ 200 Crore (Rupees Two Hundred Crore)** and

(d) the entity claiming experience shall, during the past 5 (five) financial years preceding the Application 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 2 the Applicant should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Application Due Date, and only the payments (gross) actually made or received, as the case may be during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, payments/receipts of less than **₹ 200 Crore (Rupees Two Hundred 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 Applicant shall quote experience in respect of a particular Eligible Project under any one category only, even though the Applicant (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 Applicant'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 (B), divided by one crore and then multiplied by the applicable factor in Table 3.2.6 below. In case the Applicant 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	1.25
Category 2	1.00

3.2.7 The Experience Score determined in accordance with Clause 3.2.6 in respect of an Eligible Project situated in a developed country which is a member of the Organization for Economic Cooperation and Development (OECD) shall be further multiplied by a factor of 0.5 (zero point five) and the product thereof shall be the Experience Score for such Eligible Project.

3.2.8 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 Applicant should furnish the details of Eligible Experience for the past 5 (five) financial years immediately preceding the Application Due date.

3.3.2 The Applicant must provide the necessary information relating to Technical Capacity as per format at **Annex-II of Appendix-I.**

3.3.3 The Applicant should furnish the required project-specific information and evidence in support to 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 Application must be accompanied by the Audited Annual Reports of the Applicant (of

each member in case of a Consortium) for the preceding 5 (five) financial years, preceding the year in which the Application is made.

3.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Applicant could not make it available, the Applicant shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Audited Annual Reports for 05(five) years preceding the year for which the Audited Annual Report is not being provided.

3.4.3 The Applicant must establish a minimum Net Worth specified in Clause 2.2.2 (C) and provide details as per format at **Annexure-III of Appendix-I.**

3.5 Short-listing of Applicants

3.5.1 The credentials of eligible Applicants 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 Applicant. 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 Applicant 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 up-to 8 (eight) pre-qualified Applicants for participation in the bid Stage. The Authority, however, reserves the right to increase the number of short- listed pre-qualified Applicants by adding additional Applicant.

3.5.3 The Authority may, in its discretion, maintain a reserve list of pre-qualified Applicants who may be invited to substitute the short-listed Applicants in the event of their withdrawal from the Bid Process or upon their failure to conform to the conditions specified herein; provided that a substituted Applicant shall be given at least 30 (thirty) days to submit its Bid

4 FRAUD AND CORRUPT PRACTICES

4.1 The Applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant 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.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if an Applicant 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, such Applicant shall not be eligible to participate in any tender or EOI cum RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant 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, 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) save and except as permitted under sub clause (g) of Clause 2.2.1, 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 Applicant with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5 PRE-APPLICATION CONFERENCE

5.1 A Pre-Application conference of the interested parties shall be convened at the designated date, time and place. Only those persons who have paid for the EOI cum RFQ document shall be allowed to participate in the Pre-Application conference. A maximum of three representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.

5.2 During the course of Pre-Application conference, the Applicant 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

6 MISCELLANEOUS

6.1 The Bidding Process and this EOI cum RFQ 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 Applicant in order to receive clarification or further information;

(c) pre-qualify or not to pre-qualify any Applicant and/ or to consult with any Applicant in order to receive clarification or further information;

(d) retain any information and/ or evidence submitted to the Authority by, on behalf

of, and/ or in relation to any Applicant; and/ or

(e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.

6.3 It shall be deemed that by submitting the Application, the Applicant 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 and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future

APPENDIX

APPENDIX I

Letter Comprising the Application for Expression of Interest cum Pre-Qualification
(Refer Clause 2.13.8)
To

Managing Director
Uttarakhand Metro Rail,
Urban Infrastructure & building
Construction Corporation Limited
4th Floor, SCI Tower, Opp-Mahindra showroom,
Bye pass Road, Ajabpur
Dehradun-248121.

Phone: 0135-2719442

Sub: - Application for Expression of Interest cum Pre-Qualification for "Development of Personalised Rapid Transit (PRT) System in Haridwar city of Uttarakhand called "Haridwar Darshan under PPP Mode".

Dear Sir,

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

2. I/ We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for pre- qualification of the Applicants for the aforesaid project, and we certify that all information provided in the Application and in Annexes I to IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application 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 Qualification statement.

5. I/ We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:

(a) I/ We have examined and have no reservations to the EOI cum RFQ 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 EOI cum RFQ document; and

(c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the EOI cum RFQ 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 Section 4 of the EOI cum RFQ 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 Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clause 2.17.5 of the EOI cum RFQ document.

9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy (ies) the Net Worth criteria and meet(s) all the requirements as specified in the EOI cum RFQ document and are/ is qualified to submit a Bid.

10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for pre-qualification.

11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/employees.

14. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Bidding Process. A copy of the aforesaid guidelines form part of the EOI cum RFQ at Appendix-V thereof.

[

15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this EOI cum RFQ, we shall intimate the Authority of the same immediately

16. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the EOI cum RFQ document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of consortium, as per format provided at Appendix II and III respectively of the EOI cum RFQ, are also enclosed.

17. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or shall incorporate as such prior to execution of the Concession Agreement.

18. I/ We hereby confirm that we are in compliance of/ shall comply with the O&M requirements specified in Clause 2.2.3.

19. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in

connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the abovementioned Project and the terms and implementation thereof.

20. I/ We agree and undertake to abide by all the terms and conditions of the EOI cum RFQ document.

21. I/ We certify that in terms of the EOI cum RFQ, my/our Net Worth is ₹ ……... (Rs. in words) and Experience Score is …… (number in words).

22. 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 application under and in accordance with the terms of the EOI cum RFQ document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Applicant/ Lead Member

Appendix-I
Annexure-I

ANNEXURE-I

Details of Applicant

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 Applicant:
(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 Application.
   (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) &(g)}
1.			
2.			
3.			
4.			

** The role of each member, as may be determined by the Applicant, 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 Applicant / member of Consortium:

No.	Criteria	Yes	No
1.	Has the Applicant / 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 Application		
3.	Has the Applicant / constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Applicant 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):

Appendix-I
Annexure-II

ANNEXURE-II

Technical Capacity of the Applicant @
(*Refer to Clauses 2.2.2 (B), 3.2 and 3.3 of the EOI cum RFQ*)

Applicant 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 Applicant		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 Applicant 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 Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause2.2.12.

 # An Applicant consisting of a single entity should fill in details as per the row titled single entity Applicant and ignore the rows titled Consortium Member. In case of a Consortium, the row titled single entity Applicant may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Applicant 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 Applicant. 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 68 (Sixty-Eight) to one 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 application 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. In the case of an Eligible Project situated in an OECD country, the Experience Score so arrived at shall be further multiplied by 0.5, in accordance with the provisions of Clause 3.2.7, and the product thereof shall be the Experience Score for such Eligible Projects. [Above all, the sum total of column 5,6 and 7 as the case may be in respect of each eligible project shall be restricted to a ceiling equivalent to twice the estimated project cost, as specified in clause 3.2.8.]

Appendix-I
Annexure-III

ANNEXURE-III

Financial Capacity of the Applicant
(*Refer to Clauses 2.2.2(B), 2.2.4 (ii) and 3.4 of the EOI cum RFQ*)

Applicant type $	**Member Code £**	**Net Worth € (in Rs. crore) $$**
		Preceding Year
Single entity Applicant		
Consortium Member 1		
Consortium Member 2		
Consortium Member 3		
Consortium Member 4		
TOTAL		

Name and address of Applicant's Bankers:

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

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

€ The Applicant 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 in Annex-II of Appendix-I.

Instructions:

1. The Applicant / its constituent consortium members shall attach copy of the balance sheet, financial statements and Annual Report for preceding 5 (five) Financial Year at the Application Due Date. The financial statement shall:

a) reflect the financial situation of the Applicant and its Associates where the Applicant is relying on its Associate's financials;
b) be audited by a statutory auditor;
c) be complete, including all notes to the financial statements; and
d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. Net Worth shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits after deducting the aggregate value of accumulated losses, deferred expenditure and miscellaneous expenditure not written of, as per the audited balance sheet, but doesn't include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

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 EOI cum RFQ.

4. The Applicant shall also provide the name and address of the Bankers to the Authority.

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

ANNEX – IV

Details of Eligible Projects

(*Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the EOI cum RFQ*)

Project Code: **Member Code:**

Item (1)	**Refer Instruction** (2)	**Particulars of the Project** (3)
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:

1. Applicants are expected to provide information in respect of each

Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.2.3 and 3.2.4 of the EOI cum RFQ, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Application. Applicants should also refer to the Instructions below.

2. For a single entity Applicant, the Project Codes would be a, b, c, d etc. In case the Applicant 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 soon.

3. A separate sheet should be filled for each Eligible Project.

4. Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, O&M means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Applicant or its Member, write “Associate” along with Member Code.

5. Refer to Clause 3.2.1 of the EOI cum RFQ for category number.

6. The total payments received/ made and/or revenues appropriated for each Eligible Project are to be 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 Application 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 projects in Categories 1 and 2, 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 projects in Categories 3 and 4, similar particulars of the client need to be provided.

8. Provide the estimated capital cost of Eligible Project. Refer to Clauses 3.2.3 and3.2.4

9. For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3 and 4, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.

10. For Categories 1 and 2, the equity shareholding of the Applicant, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause3.2.3).

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 Applicant'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 Applicant/ Member/Associate may provide the requisite certification.

13. If the Applicant 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 Applicant/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 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. (Rupees ……crore), of which Rs. …… cr. (Rupees ..... crore) of capital expenditure was incurred during the past five 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 during the past five financial years were Rs .....cr. as per year-wise details noted below:

……
……

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the Date:

authorized signatory)

[$]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 EOI cum RFQ.

Φ 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.

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

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

Certificate from the Statutory Auditor/ Client regarding construction worksΦ

Based on its books of accounts and other published information authenticated by it, this is to certify that …….. *(name of the Applicant/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 Applicant/ 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. (Rupees ……crore), of which the Applicant/Member/Associate received/paid Rs. …… cr. (Rupees …… crore), in terms of Clauses 3.2.1 and 3.2.4 of the EOI cum RFQ, during the past five financial years as per year- wise details noted below:

……

……

It is further certified that the payments/ receipts indicated above are restricted to the share of the Applicant 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

Date: authorised signatory).

♣Refer Clauses 3.2.1 and 3.2.4 of the EOI cum RFQ.

Φ 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).

♠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.

15. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.9, the Applicant 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 Associate*) is held, directly or indirectly[£], by .....(*name of Applicant/ Consortium Member*). By virtue of the aforesaid shareholding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.9 of the EOI cum RFQ.

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

{*Describe the shareholding of the Applicant/ Consortium Member in the Associate*}

Name of the audit firm:

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

[$]In the event that the Applicant/ Consortium Member exercises control oven 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% in order to establish that the chain of "control" is not broken.

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[Θ].

[Θ] Refer Clause 3.2.6 of the EOI cum RFQ.

ANNEX – V

Statement of Legal Capacity

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

Ref. Date:

To,

2 **Managing Director**
Uttarakhand Metro Rail, Urban Infrastructure & building Construction Corporation Limited. 4th Floor, SCI Tower, Opp-Mahindra showroom, Bye pass Road, Ajabpur
Dehradun 248121.
Phone: 0135-2719442

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the EOI cum RFQ 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 EOI cum RFQ. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours

faithfully, (Signature, name and designation of

the authorized signatory)

For and on behalf of……..

**Please strike out whichever is not applicable.*

Appendix-I
Annex-VI

ANNEX-VI

Technology Details

S N	Particulars	Details
1.	**Name of Project**	
2.	**Description of Technology**	
2.	**Project Period**	
3.	**Country and Location of Project**	
4.	**Name Address, email, Phone, Fax and Web Address of Employer**	
5.	**Year of Commissioning of the System**	
6.	**Track Length of PRT System**	
7.	**Operation and Maintenance Services provided for _____ (No of Years)**	
8.	**Cost of Technology Provided**	
9.	……..(Any Other Details by the Applicant)	
10.	……(Any Other Details by the Applicant)	

Note: 1. *In case if the Applicant has provided the proposed technology outside India, the Annexure 6 will have to be legalized by the Indian Embassy. However, the annexure provided by applicants from countries that have signed Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

2. *The Applicant may add more tables in case the technology is provided for multiple projects*

APPENDIX II

Power of Attorney for signing of Application

(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 authorize Mr./M/S (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 Expression of Interest cum Request for Qualification and submission of our bid for the "the Haridwar PRT Project proposed or being developed by the Uttarakhand Metro Rail, Urban Infrastructure & Building Construction Corporation ltd. (**UKMRC**) (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications 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 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 …... 2…….

For ……
(Signature, name, designation and address)

(Notarized)

Witnesses:

1.

2.
(Signature, name, designation and address)

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 Applicant 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 Applicant.*
- *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 Applicants from countries that have signed The Hague LegislationConvention1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostilled certificate.*

APPENDIX III

Power of Attorney for Lead Member of Consortium

(Refer Clause 2.2.5)

Whereas the Government of Uttarakhand, the Haridwar PRT Project proposed or being developed by the Uttarakhand Metro Rail, Urban Infrastructure & Building Construction Corporation ltd. (**UKMRC**), ("the Authority") has invited applications from interested parties for **"**Development of Personalized Rapid Transit (PRT) System in Haridwar city of Uttarakhand called "Haridwar Darshan. the "Project") (the "**Project**").
Whereas, ……., ……. and …… (collectively t
he "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Expression of Interest cum Request for Qualification document (EOI cum RFQ), Request for Proposal (RFP) 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 ……..., and …….. having our registered office at ……..., (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 authorize 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 applications, 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 the bid 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 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 Applicant 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 Applicant.

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 Applicants 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 Apostille certificate.

APPENDIX IV

Joint Bidding Agreement

(Refer Clause 2.13.8)
(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, 2013 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, 2013 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, 2013 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)

WHEREAS,

(A) THE Government of Uttarakhand, the Haridwar PRT Project proposed or being developed by the Uttarakhand Metro Rail, Urban Infrastructure & Building Construction Corporation ltd. (**UKMRC**) (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 applications (the Applications") by its Request for Expression of Interest cum Request for Qualification No.....… dated …… (the **"EOI cum RFQ**") for pre-qualification and short- listing of bidders for development and operation/ maintenance of **"**Development of Personalised Rapid Transit (PRT) System in Haridwar city of Uttarakhand called "Haridwar Darshan. the "Project")**"** 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 EOI cum RFQ document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the EOI cum RFQ document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the EOI cum RFQ.

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 2013 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

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

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;

(b) 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 EOI cum RFQ, RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

6. Shareholding in the SPV

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

First Party:

Second Party:

Third 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 SPV shall, at all times till the second 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 net worth have been reckoned for the purposes of qualification and short-listing of Applicants for the Project in terms of the EOI cum RFQ.

6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the commercial operation date of the Project and the second anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.

6.4 The Parties undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the second anniversary of the commercial operation date of the Project.

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

6.6 The Parties undertake that the O&M Member shall subscribe and hold at least 10% (ten per cent) of the subscribed and paid up equity shares in the SPV in terms of 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 organized, 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 ready 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 fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre- qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid 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, SEALEDANDDELIVERED	SIGNED, SEALED ANDDELIVERED
For and on behalf of LEAD MEMBER by:	SECONDPART
(Signature) (Name) (Designation) (Address)	(Signature) (Name) (Designation) (Address)
SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of THIRDPART	For and on behalf of FOURTH PART
(Signature) (Name)	(Signature) (Name)

(Designation) (Designation)
(Address) (Address)

In the presence of:

1. 2.

Notes*:*

1. 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.

2. 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.

3. 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 V

Guidelines of the Department of Disinvestment

(Refer Clause1.2.1)
No. 6/4/2001-DD-II
Government of India
Department of Disinvestment
Block 14, CGO Complex
New Delhi.
Dated 13th July 2001.

OFFICE MEMORANDUM

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

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

(a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.

(b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.

(c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate. 28 These guidelines may be modified or substituted by the Government from time to time. mrfq/16.04.2009 59 Appendix V Page-2

(d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

(e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.

(f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.

(g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the

above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-
(A.K. Tewari)
Under Secretary

Appendix -VI

UNDERTAKING

(Duly Notarized)

(clause 2.2.2 A)

This UNDERTAKING executed on this..... day of .....Two thousand..... by M/s .....a Company incorporated under ..... having its Registered Office at .....(herein after called the "Applicant", which expression shall include its successors, administrators, executors and permitted assigns) represented by Mr……..authorised vide Power of Attorney dated……. and M/s..... a company registered under the ..... having its registered office at ..... (hereinafter called the ''Technology Provider", which expression shall include its successors, administrators, executors and permitted assigns) represented by Mr……authorised vide Power of Attorney dated……in favour of Uttarakhand Metro Rail, Urban Infrastructure and Building Construction Corporation Limited having SCI Tower Haridwar Bye-Pass Road, opposite Mahindra Showroom, Ajabpur Kalan, Dehradun, Uttarakhand 248001

Whereas

(A) Uttarakhand Metro Rail, Urban Infrastructure and Building Construction Corporation Limited ("**UKMRC**"), established under Companies Act, 2013 represented by its Managing Director (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 **Applications**") by its Expression of Interest Cum Request for Qualification No……. dated (the "**EOI-cum-RFQ**") for selection of bidders for development, operation & maintenance of *"PRT System at Haridwar city from Sitapur to Bharat Mata Mandir, City Hospital to Daksh Temple, Valmiki Chowk to Laltaro Bridge & Ganeshpuram to DAV school under Design Built Finance Operate and Transfer (DBFOT)Basis"* (the "**PROJECT**") through public private partnership ("**PPP**") mode.

(B) M/s…..or JV/Consortium ……is/are interested to bid for the Project and itself meet the qualification requirements except for providing technology and O&M Support and therefore desire to associate with M/s..... [hereinafter referred to as "Technology Provider] who will provide the technology and O&M Support.

(C) **AND WHEREAS** as a precondition provided in clause no. 2.2.2 (a) of the EOI-cum-RFQ document, the Applicant have to give an undertaking and the Technology Provider have to give consent for providing technology and O&M support for the project.

NOW THEREFORE, UNDER THE ABOVE PRESMISES THE APPLICANT AND THE TECHNOLOGY PROVIDER DECLARE AND UNDERTAKES AS FOLLOWS:

1. The Applicant declares that they will enter into agreement with M/s _____for providing technology and O&M Support for the Project which is the prerequisite condition provided in clause no. 2.2.2 (a) of the EOI-cum-RFQ document.

2. The Applicant declares and undertakes that the "Technology Provider" fits the requirement of UKMRC for having the minimum experience to provide technology for 1.5 Km track length and have the minimum period of one-year experience in Operation and Maintenance.

3. The Applicant declares and undertakes that the Technology provider shall provide the proposed technology for implementation of PRT system and O&M support for a period of minimum two Years and also to provide the training and certification during this period. Further they will transfer the O&M manuals or any other such document after completion of such period.

4. The technology provider M/s _____agrees and undertakes that, they will provide the technology for implementation of PRT system and O&M support for a period of minimum two Years and also provide the O&M manual, training and certification, etc.

5. The applicant also undertakes to indemnify and keep indemnified UKMRC from and against all actions, suits and proceedings and all costs, charges, expenses, loses or damages, which may be incurred or suffered by or caused to UKMRC by reason of my any omission or commission of any act or any breach, default, contravention, non-observance or non-performance.

IN WITNESS WHEREOF, I have put my signature on this undertaking on this _day of ……., 2020.

SIGNED, SEALED AND DELIVERED
Authorised Signatory
For and on behalf of
Applicant by:
(Signature)
(Name)
(Designation)
(Address)
(Email)
(Contact No)

Witness:

SIGNED, SEALED AND DELIVERED
Authorised Signatory
For and on behalf of
Technology Provider:
(Signature)
(Name)
(Designation)
(Address)
(Email)
(Contact No)

Witness: