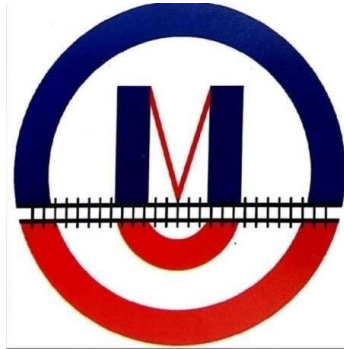


UTTARAKHAND METRO RAIL, URBAN INFRASTRUCTURE & BUILDING CONSTRUCTION CORPORATION LTD (UKMRC).

(Email: - info@ukmrc.org)



(RFQ cum RFP)

For

Development of Ropeway System at Haridwar from Har Ki Pauri to Chandi Devi Mandir under Design Built Finance Operate and Transfer (DBFOT) basis.

(PPP MODEL)

INTERNATIONAL COMPETITIVE BIDDING

August- 2021

NIT No. RWSC-01/PPP/UKMRC/2021-22

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DISCLAIMER

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

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

Information provided in this RFQ cum RFP to the Bidder(s) is on a wide range of matters, some of which 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 Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ cum RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ cum RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this “RFQ cum RFP” or arising in any way for participation in this Bid Stage.

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

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

The issue of this RFQ cum RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Uttarakhand Metro Rail, Urban Infrastructure & Building Construction Corporation Limited,

1. Introduction

1.1 Background

1.1.1 The Uttarakhand Metro Rail, Urban Infrastructure & Building Construction Corporation Ltd. (UKMRC) (the “Authority”) is an initiative by Government of Uttarakhand to offer world class, state-of-art commuting facilities, building infrastructures & integrated townships to its residents to improve the quality of life of citizens of Uttarakhand. The Government of Uttarakhand is willing to undertake Development, Operation and Maintenance of a Ropeway Project (the “Project”), brief particulars of which are given below, through Public Private Partnership (“PPP”) on Design, Build, Finance, Operate and Transfer (“DBFOT”) basis, and has decided to invite proposals from eligible bidders by adopting a single-stage two-cover system for selection of the successful Bidder. The RFQ cum RFP can be downloaded from <https://www.uktenders.gov.in>.

Brief particulars of the Project are as follows:

Name of the Work	Total Length approx. (kms)	Total Cost of Project (in INR) (Approx.)
Development of Ropeway System from Har-Ki-Pauri to Chandi Devi Mandir at Haridwar in Uttarakhand (India). (the “Project”)	2.30	149.70 Crore

1.1.2 The Selected Bidder, who is either a company incorporated under the Companies Act, 2013 or undertakes to incorporate as such prior to execution of the concession agreement (the “**Concessionaire**”), shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of the long term concession agreement (the “**Concession Agreement**”) to be entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Document pursuant hereto.

1.1.3 The scope of work will broadly include construction of two terminal stations (**Lower terminal and upper terminal**) and construction of ropeway system between these two stations including ancillary works and; operation & maintenance of the ropeway system.

1.1.4 The estimated cost of the Project (the “**Estimated Project Cost**”) has been specified in 1.1.1 above. The assessment of actual costs, however, will have to be made by the Bidders.

1.1.5 The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the “**Concession**”).

1.1.6 The statements and explanations contained in this RFQ cum RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFQ cum RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the concession to be awarded pursuant to this RFQ cum RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFQ cum RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.1.7 The Authority shall receive Bids in accordance with the terms set forth in this RFQ cum RFP and other documents to be provided by the Authority pursuant to this RFQ cum RFP as modified, altered, amended and clarified from time to time by the Authority (collectively the “**Bidding**”).

Document”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in clause 1.3 for submission of Bids (The “**Bid Due Date**”)

1.2 Brief Description of Bidding Process

1.2.1 The Authority has adopted a **single-stage two-cover system** (collectively referred to as the “Bidding Process”) for selection of the Bidder for award of the Project. The First cover of the Bid comprising of the “Technical Bid” and the second cover comprising of the “Financial Bid” collectively referred to as the “Bid”, to be submitted by the Bidders for undertaking the Project. The first stage of the evaluation (the “**Qualification Stage**”) involves qualification of the Bidders as per the eligibility criteria stipulated in this RFQ cum RFP. At the end of this stage, the Authority intends to announce a short-list of maximum 6 (six) suitable qualified Bidders whose financial bids shall only be opened for further evaluation. In case there are more than one bidder having same aggregate score at 6th rank, financial bid of all such bidders will also be opened.

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

1.2.2 The RFQ cum RFP (The “**Document**”) includes the draft Concession Agreement. The aforesaid document and any addenda issued subsequent to this RFQ cum RFP will be deemed to form part of the Bidding Document.

1.2.3 A Bidder is required to deposit, along with its Bid, a bid security of **₹ 1.50 Cr. (Rupees One crore fifty lakhs only)** (the “**Bid Security**”). The bid security of unsuccessful bidders shall be refunded within 30 days of finalisation of Bids. The bid security of the Selected Bidder shall be retained till it has provided a performance security under the concession agreement and the same has been accepted by Authority in all respect. The Bidders will have an option to provide Bid Security 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.

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

1.2.5 Financial Bids are invited for the project on the basis of a prefix concession fee along with an additional concession fee (the “**Premium**”) by way of a percentage share (the Bid Variable) in the total realisable fee to be paid by the concessionaire to the authority throughout the concession period (refer **Appendix VII**). The concession period is predetermined, as indicated in the concession agreement. The premium amount shall constitute the sole criteria for evaluation of the bids subject to clause 3.6.

1.2.6 Generally, the Bidder quoting the highest premium shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3.6 of this RFQ cum RFP be invited to match the Bid submitted by the highest Bidder in case such highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the highest Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process.

1.2.7 The Concessionaire shall be entitled to levy & charge a predetermined user fee, as prescribed in the concession agreement, from users of the project.

1.2.8 Any queries or request for additional information concerning this RFQ cum RFP shall be submitted in writing through e-mail to the officer designated in Clause 2.13.9 below. The email communication shall clearly bear the following identification / title in the subject:

Queries/Request for Additional Information: RFQ cum RFP for Development, Operation & Maintenance of the Ropeway Project at Haridwar”.

1.3 Schedule of Bidding Process:

The bidding schedule timeline is as given below:

S.No.	Event Description	Date
1	Uploading of Bid Document	17.08.2021
2	Last date of receiving queries	10.09.2021 Up to 16:00 Hrs.
3	Pre-Bid Conference	15.09.2021 at 15:30 Hrs.
4	Authority response to queries and issue of addendum if any	27.09.2021
5	Bid due date	28.04.2022 upto 15:00 Hrs.
6	Opening of Bids	28.04.2022 at 15:30 Hrs.
7	Validity of Bids	120 days from Bid Due Date
8.	Signing of Concession Agreement	Within 45 days of issue of Letter of Award (LOA).

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope and General Terms of Bidding

- 2.1.1 The Authority invites bids in order to select experienced and capable bidder for the implementation of the project.
- 2.1.2 The feasibility report for the project is being provided (Follow the link for Feasibility report [Feasibility report Ropeway at Haridwar July 2020.pdf \(ukmrc.org\)](#) and Annexure to Feasibility Report [ANNEXURES for Upload.pdf \(ukmrc.org\)](#)) only as a preliminary reference document by way of assistance to the Bidders who are otherwise expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Feasibility Report shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Feasibility Report.

The RL of points on respective chainages in the drawing no. 02 & 03 of Feasibility Report Volume-1 (Annexure to the Report), at two locations HT transmission lines are as under:

Drawing No.	Chainage	RL Mentioned in Feasibility Report (in Mts.)	Updated RL to be read as	
			Topmost Wire (in Mts.)	Bottommost Wire (in Mts.)
02	Ch.- 1442.58 Mts.	345.000	344.648	336.987
03	Ch.- 1673.98 Mts.	442.300	433.292	413.609

- 2.1.3 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid as a non-responsive and shall be liable to rejection.
- 2.1.4 The Bid and all communications in relation to or concerning the Bidding Document and the Bid shall be in English language.
- 2.1.5 The RFQ cum RFP including all attached documents, provided by the Authority are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this clause 2.1.5 shall also apply mutatis mutandis to

bids and all other documents submitted by the Bidder, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith

2.2 Eligibility of Bidders

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

- (a) The bidder may be a single entity or a group of entities (“**Joint Venture /Consortium**”), coming together to implement the Project. However, no bidder applying individually or as a member of a JV/Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a JV/Consortium.
- (b) A bidder may be a natural person, private entity, company either incorporated in India or outside India, Limited Liability Partnership (LLP) firm, 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 JV/Consortium. A JV/Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 below.
- (c) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as a mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “**Damages**”) without prejudice to any other right or remedy that may be available to the Authority under the Bidding document and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest that affects the Bidding Process, if:
 - (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2 (72) of the Companies Act 2013. For the purposes of this Clause 2.2.1 (c), indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
 - (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
 - (ii) a constituent of such Bidder is also a constituent of another Bidder; or
 - (iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or both

of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or

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

(d). A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOA or the Concession Agreement, as the case maybe, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of **RFQ cum RFP** for the Project. 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.

(e) Any investment by the Bidder, which is a foreign company and not registered under Companies Act 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 Bidder shall acquaint itself with all the policies and implications if any, for the proposed Bid before submission of the Bid.

2.2.2 To be eligible for qualification, a bidder shall fulfil the following conditions of eligibility:

(A) Technical Capacity: For demonstrating technical capacity and experience (the “**Technical Capacity**”), the bidder shall, over the past 6 (Six) financial years preceding the Bid Due Date, have:

I. Technical criteria for project of all categories (1, 2,3 & 4)

- (i) paid for, or received payments for, construction of Eligible Project(s) in category 3 and or Category 4 specified in clause 3.2.1; and/or
- (ii) paid for development of Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1; and/or
- (iii) collected and appropriated revenues from Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1,

such that the sum total of the above three is more than **225 Crore** (Rupees Two Hundred Twenty-Five Crores) (the “**Threshold Technical Capability**”).

Provided further that at least **₹ 56.25 Crore (Rupees Fifty-Six Crore Twenty-Five Lakhs)** shall be from the eligible projects in Category 1 and/or Category 3 specified in clause 3.2.1

OR

II. Technical criteria for project of category -1 & category-3

The Bidder has successfully completed the category 1 (Project experience on eligible project in Aerial Passenger Ropeway sector) and/or category 3 (Construction experience on eligible Project in Aerial Passenger Ropeway sector) in the last 06 (six) financial years preceding the Bid Due Date such that: -

- (i) Three eligible projects costing not less than the amount equal to **₹ 59.88 Crores** (Rupees Fifty-Nine Crore and Eighty-Eight Lakhs)

Or

(ii) Two eligible projects costing not less than the amount equal to **₹ 74.85 Crore** (Rupees Seventy-Four Crore and Eighty-Five Lakhs)

Or

(iii) One eligible project costing not less than the amount equal to **₹ 119.76 Crore** (Rupees One Hundred Nineteen Crore and Seventy-Six Lakhs)

Note: - For Technical Eligibility the Bidders are required to qualify at least criteria (I) or criteria (II).

(B) Financial Capacity: The Bidder shall have a minimum Net worth, as defined in clause 2.2.4 (ii) (the “**Financial Capacity**”), of **₹ 37.5 Crore (Rupees Thirty-Seven Crore Fifty Lakhs)** at the close of the financial year immediately preceding the Bid Due Date.

In case of a JV/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.

Note: - The Eligible Bidders qualifying the technical and financial capacity criteria will further be ranked based on their experience score as prescribed in clause 3.2.6 and the financial bid of maximum 06 (six) top ranked bidders will only be opened.

2.2.3 O&M Experience: The Bidder, either by itself (any member in case of a JV/Consortium) or through its associate, needs to have O&M experience, of category -1 projects specified in clause 3.2.1 which have an aggregate capital cost equal to 75 crores, for a period of 6 (Six) years or more. In the event that the Bidder 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 6 (six) 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 or the Bidder shall enter into an O&M agreement with the Original Equipment Manufacturer (OEM), for a minimum period of 6 (Six) years who has provided the technology for the installation of the Ropeway, failing which the Concession Agreement shall be liable to termination.

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

- (i) Certificate(s) from its statutory auditors or the concerned client(s) stating the payments made/received or works commissioned, as the case may be, during the past 6 (Six) years (immediately preceding the Bid Due Date) in respect of the projects specified in paragraph **2.2.2 (A)** above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a JV/consortium), the Bidder 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 its statutory auditors specifying the net worth of the Bidder, as at the close of the financial year (immediately preceding the Bid Due Date), and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.4(ii). For the purposes of this **RFQ cum RFP**, net worth (the “**Net Worth**”) shall mean the 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 off, as per the audited balance sheet, but doesn't include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

2.2.5 The Bidder shall submit a Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Bid to commit the Bidder in addition to Appendix-II, in case of a JV/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 Bidders from countries that have signed The Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostilled certificate.

2.2.6 Where the Bidder is a single entity, it may 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 Bidder is a JV/Consortium, it shall, in addition to forming an appropriate SPV, comply with the following additional requirements:

- (a) Number of members in a JV/consortium shall not exceed 4 (four), if O&M experience member is included otherwise shall not exceed 3 (Three).
- (b) the Bid should contain the information required for each member of the JV/Consortium;
- (c) Members of the JV/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 JV/Consortium;
- (d) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- (e) an individual bidder cannot at the same time be member of a JV/Consortium bidding for the project. Further, a member of a particular bidder JV/Consortium cannot be member of any other bidder JV/Consortium bidding for the project;
- (f) Members of the JV/Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-V (the “**Jt. Bidding Agreement**”), for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted along with the bid, shall, *inter-alia*:
 - (i) convey the intent to form an appropriate SPV with shareholding/ ownership equity commitment(s) in accordance with this RFQ cum RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the 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 RFQ cum RFP, 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 Closure of the Project is achieved in accordance with the Concession Agreement; and
- (g) except as provided under this “**Bidding Document**”, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

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

2.2.8 A Bidder 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 bidder, 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 Bidder, JV/Consortium Member or Associate.

2.2.9 In computing the Technical Capacity and Net Worth of the Bidder/ Members of JV/Consortium 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.

Note-1: In case a Bidder is a JV/Consortium, and then the term Bidder as used in this Clause 2.2.1 (c), shall include each Member of such Consortium.

Note-2: For purposes of this **RFQ cum RFP**, 'Associate' means, in relation to the Bidder/ Members of JV/Consortium, a person who controls, is controlled by, or is under the common control with such bidder/ Members of JV/Consortium (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 a Bid:

- (a) Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidder may format the prescribed forms making due provision for incorporation of the requested information;
- (b) Information supplied by a Bidder (or its constituent member if the Bidder is a JV/Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms.
- (c) in responding to the Bid submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.1 below; and
- (d) in case the Bidder is a JV/consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.

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

- (a) Where, on the Bid submission date, any share of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by person's resident outside India, or where a Bidder or its Member is controlled by person's resident outside India, it shall be governed by the latest rules & regulations of Foreign Exchange Management Act (FEMA) and Securities & Exchange Board of India (SEBI); or
- (b) if at any subsequent stage after submission of the Bid, there is an acquisition of shares, beyond the limit permitted by the latest rules & regulations of Foreign Exchange Management Act (FEMA) and Securities & Exchange Board of India (SEBI), of the aggregate issued, subscribed and paid up equity share capital or control, by person's resident outside India, in or of the Bidder or its Members;
then the Qualification of such Bidder or in the event described in sub-clause (b) above, the continued Qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the authority of any change in its shareholding, as above, and failure to do so shall render the Bid liable for rejection and in the event such failure takes place after the award of concession, it may lead to breach of the concessionaire's obligation relating to

change in ownership.

- 2.2.12 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and Certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.
- 2.2.13 The Selected Bidder would be required to make a payment of **₹ 10 Crore (Rupees Ten Crore only)** including taxes if any, for the project development Expenses (PDE) to the authority either in the form of Demand Draft in favour of “Uttarakhand Metro Rail, Urban Infrastructure & Building Construction Corporation Ltd.” payable at Dehradun, or transfer the money by any electronic mode to the account, the details of which are given in clause 2.13.1 of this RFQ cum RFP. This Project development expenses shall be paid in three instalments as per the schedule given below-

Instalment Number	Date of payment	PDE in INR
First	Within 60 days from the date of issue of LOA	3 crores
Second	Within 180 days from the date of issue of LOA	3 crores
Third	Within 300 days from the date of issue of LOA	4 crores

The project development expenses include: Land lease/cost, development cost, Land clearance Cost; charges levied by forest department, Forest clearance (FCA), Compensatory Afforestation Land, High Tension line Modifications and other miscellaneous expenditure.

2.3 Change in Ownership

- 2.3.1 By submitting the Bid, the Bidder acknowledges that those of its JV/Consortium Members, on the basis of whose Technical Capacity and Financial Capacity, it is submitting the bid, shall, until the 2nd (second) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a JV/Consortium.
- 2.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a JV/Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of qualification and short-listing under and in accordance with the RFQ cum RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Document and/ or the Concession Agreement or otherwise.

2.4 Number of bids

Each Bidder is eligible to submit only one Bid for the Project in response to this RFQ cum RFP. A Bidder applying individually or as a Member of a JV/Consortium shall not be entitled to submit another Bid either individually or as a member of any JV/Consortium, as the case may be.

2.5 Cost of Bidding

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

2.6 Site visit and verification of information

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

2.7 Acknowledgement by Bidder

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

- (a) made a complete and careful examination of the Bidding Document;
- (b) received all relevant information requested from the Authority;
- (c) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Document or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.6 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.6 herein above necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Document and performance of all of its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.6 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
- (f) acknowledged that it does not have a Conflict of Interest; and
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof.

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

2.8 Right to accept or reject any or all Bids

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

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

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

If the Bidder is a JV/Consortium, then the entire JV/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 Authority, including annulment of the Bidding Process.
- 2.8.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Bidder/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 RFQ cum RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFQ cum RFP, the Bidding Document, the Concession Agreement or under applicable law.
- 2.8.4 The Authority reserves the right to verify all statements, information and documents submitted by the bidder in response to the RFQ cum RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

B. DOCUMENTS

2.9 Contents of the RFQ cum RFP

- 2.9.1 This RFQ cum RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.11.

Invitation for Bids

Section1.	Introduction
Section2.	Instructions to bidder
Section3.	Criteria for Evaluation
Section4.	Fraud & Corrupt Practices
Section5.	Pre-Bid Conferences
Section6.	Miscellaneous

Appendices

Appendix I Letter comprising the Bid Annexure-I of Appendix-I: -Details of Bidder

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

Appendix II Power of Attorney for signing of Bid

Appendix III Power of Attorney for Lead Member of JV/Consortium

Appendix IV Bank Guarantee for Bid Security

Appendix V Joint Bidding Agreement

Appendix VI Guidelines of the Department of Disinvestment

Appendix VII The Financial Bid

The draft concession agreement provided by the authority shall be deemed to be part of this RFQ cum RFP.

2.10 Clarifications

- 2.10.1 Bidders requiring any clarification on the RFQ cum RFP may notify the Authority in writing through e-mail in accordance with Clause 1.2.8. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries and use addenda, if any, within the period specified therein. Time from the date of issue of clarification / addenda to bid due date shall in no case be less than 15 (fifteen) days. The responses will be sent through e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.10.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.10.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFQ cum RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.11 Amendment to the RFQ cum RFP

- 2.11.1 The Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFQ cum RFP by the issuance of Addenda within the time frame given in the schedule in clause 1.3.
- 2.11.2 Any Addendum issued hereunder will be published on authority's website.
- 2.11.3 The authority, for any reason, may extend the bid due date.

C. PREPARATION AND SUBMISSION OF BIDS

2.12 Format and Signing of Bid

- 2.12.1 The Bidder shall provide all the information sought under this RFQ cum RFP. The Authority will evaluate only those bids that are received in the required formats and complete in all respects. Incomplete and/ or conditional bids shall be liable to rejection.
- 2.12.2 In the e-tendering mode the bidders have to put the digital signature on the bidding Documents. All documents are to be signed on each page and scanned copies are to be uploaded on the website.

2.13 Submission and Opening of Bids

- 2.13.1 The Bidder shall pay ₹ 40,000/- (Rupees Forty Thousand only) plus GST as applicable, as the cost of Bidding 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 Bid must be submitted by the bidder through the electronic-Government Procurement System (e-GPS) only.
- 2.13.3 Registration of the Contractors/Bidder on Authority's Government e-GPS Portal <https://www.uktenders.gov.in>: All Bidder 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 Bidder must obtain a Digital Signature Certificate. The Bid submitted online must be signed electronically with a Digital Signature Certificate to establish the identity of the Bidder, Bidding online.
- 2.13.6 The bid shall be submitted by only using the digital signature certificate. In case, during the process, 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 bid online. Hence, the bidders 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 submit the bid 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 'authorisation certificate' for the new user.
- 2.13.8 The Bid shall contain the following: -

- (i) Scanned copy of proof of payment of cost of bidding process as per the clause 2.13.1.
- (ii) Scanned copy of the following documents duly filled in and signed by the Bidder on each page.
 - (a) Letter comprising the Bid as per the format at Appendix-I along with the annexures and supporting documents.
 - (b) Power of attorney for signing the bid as per the format at Appendix-II.
 - (c) If applicable, the Power of Attorney for Lead Member of JV/Consortium as per the format at Appendix-III.
 - (d) Bid Security in the format at Appendix IV.
 - (e) Joint Bidding agreement in the format at Appendix V
 - (f) Guidelines of the Department of Disinvestment Appendix – VI
 - (g) Financial Bid in the format at appendix VII
- (iii) Scanned copy of concession agreement duly signed on each page.

- 2.13.9 Physical submission of the bid and any other document, in any way, will not be accepted except cost of the bidding process and Bid security. The original receipt, demand draft/banker's cheque and /or the bank guarantee which shall be submitted physically on or before the bid due date and time mentioned in tender schedule at clause 1.3, 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 Email:-info@ukmrc.org**

- 2.13.10 If the original Demand Draft/Bankers cheque is not submitted on the date mentioned in schedule at clause 1.3 in the office as mention in clause 2.13.9, the bid will be treated as non-responsive and will not be considered for further evaluation.

2.14 Bid Due Date

Bids shall be submitted online before 1500 hours IST on the Bid Due Date as mentioned in schedule at clause 1.3

2.15 Late Bids

E- Portal system will not allow submission after due date and time. The bidders 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 bids which could not be submitted on time

2.16 Contents of the Bid

The contents of bid are prescribed in clause 2.9. The Bid shall be furnished in the format at Appendix-I

2.16.1 Modifications/substitution/withdrawal of bids

- 2.16.1 (a) The bidder may modify, substitute or withdraw their bid after submission, prior to the bid due time and date given in clause 1.3. e-GPS system would not permit any modification/substitution/withdrawal after the due time and date.
- 2.16.2 (b) The bidders need not to supply any additional information subsequent to submission due date and time unless the same has been expressly sought for.

2.17 Rejection of Bids

- 2.17.1 The Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Bid or to give any reasons for their decision.
- 2.17.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.18 Validity of Bids

The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.19 Confidentiality

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

D. BID SECURITY

2.20 Bid Security

- 2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 1.2.3 hereinabove in the form of a bank guarantee issued by a nationalised bank, or a Scheduled Bank in India having a net worth of at least **₹ 1,000 crores**, in favour of the Authority in the format at Appendix – IV (the “Bank Guarantee”) and having a validity period of not less than 180 days from the Bid Due Date. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 2.20.2 Bid Security **₹ 1.50 Crores (Rupees One Crore and Fifty Lakhs only)** can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the Authority “**Uttarakhand Metro Rail, Urban Infrastructure & Building Construction Corporation Limited**” and payable at Dehradun (the “**Demand Draft**”). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.20.3 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as nonresponsive.
- 2.20.4 Save as provided in Clauses 1.2.3 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as per clause 1.2.3 or when the Bidding process is cancelled by the Authority. Where Bid Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given in the Bid.

- 2.20.5 The Selected Bidder's Bid Security and on acceptance of the same by UKMRC, will be returned, without any interest, upon the Bidder furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement. Bid security in the form of bank guarantee must be extended suitably till performance security is submitted by selected bidder.
- 2.20.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation / damages to the Authority in any of the events specified in Clause 2.20.7 herein below. The Bidder, by submitting its Bid pursuant to this RFQ cum RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.20.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Document and/ or under the Concession Agreement, or otherwise, under the following conditions:
- (a) If a Bidder submits a non-responsive Bid;
 - (b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFQ cum RFP;
 - (c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFQ cum RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - (d) In the case of Selected Bidder, if it fails within the specified time limit
 - (e) to sign the Concession Agreement, and / or
 - (f) to furnish the Performance Security within the period prescribed therefor in the Concession Agreement; or
 - (g) In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

E EVALUATION PROCESS

2.21 Opening of Bids

- 2.21.1 The opening of the first cover of Bids shall take place online on the Portal <https://www.uktender.gov.in> at the time and date indicated in Clause 1.3 in office of General Manager Civil at the address given in clause 2.13.9. A copy of the opening details and tender status shall be available on the e-GPS Portal.
The opening of financial Bids (Second Cover) shall take place later as per clause 3.5.2
- 2.21.2 The bids shall be opened in the presence of "Bidders" or their authorised representatives, who chooses to attend, to verify the submission and validity of the cost of Bidding process and documents submitted with Bid as required by the authority.
- 2.21.3 Bidders are advised that qualification of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.21.4 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 2.21.5 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 Bid (s) without assigning any reasons.

- 2.21.6 If any information furnished by the Bidder 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 Bidder.
- 2.21.7 In the event that a Bidder 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 Bidder, 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 Bid and/ or Bid in accordance with the provisions of Clauses 2.17.1

2.22 Tests of Substantial Responsiveness

- 2.22.1 The Authority shall determine whether each Bid is substantially responsive to the requirements of the **RFQ cum RFP**. A Bid shall be considered substantially responsive only if:
- (a) it contains the proof of payment of requisite amount towards the cost of the bidding Process (further evaluation of bids, whose payment is not received, will not be done).
 - (b) it is accompanied by the Bid security on the prescribed format and the same has been verified from the bank (further evaluation of bids, not having a valid tender security, will not be done).
 - (c) it is received with the **letter comprising the bid** as per format at **Appendix-I** along with all the annexures.
 - (d) It is signed on each page.
 - (e) it is accompanied by the Power(s) of Attorney as specified in Clause 2.2.5 and Clause 2.2.6 (c);
 - (f) it contains all the information (complete in all respects) as requested in this **RFQ cum RFP**;
 - (g) it contains information in formats substantially same as those specified in this **RFQ cum RFP**;
 - (h) it contains certificates from its statutory auditors in the formats specified at Appendix-I of the **RFQ cum RFP** for each Eligible Project;
 - (i) it is accompanied by the Jt. Bidding Agreement (for JV/Consortium), specific to the Project, as stipulated in Clause 2.2.6(f).
 - (j) it does not contain any condition or qualification; and
 - (k) it is not non-responsive in terms hereof.
- 2.22.2 Bids found responsive in terms of clause 2.22.1 above shall further be evaluated for their **Technical and Financial Capacity** and experience score will be assigned to each bidder in accordance with the provisions set out in section-3
- 2.22.3 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid

2.23 Clarifications

- 2.23.1 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.23.2 If any Bidder does not provide clarifications sought under Clause 2.23.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

2.24 Proprietary data

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

2.25 Correspondence with the Bidder

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

3 CRITERIA FOR EVALUATION OF TECHNICAL BIDS

3.1 Evaluation parameters for Qualification Stage

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

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

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

3.2 Technical Capacity for purposes of evaluation

3.2.1 Subject to the provisions of Clause 2.2.2, 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**"):

Category1: Project experience on Eligible Projects in aerial passenger ropeway sector that qualify under Clause 3.2.3

Category2: Project experience on Eligible Projects in Core sector that qualify under Clause 3.2.3

Category3: Construction experience on Eligible Projects in aerial passenger ropeway sector that qualify under Clause 3.2.4

Category4: Construction experience on Eligible Projects in Core sector that qualify under Clause 3.2.4

For the purpose of this **RFQ cum RFP**:

- i) '**Project Experience**' shall mean the experience of the Bidder in the overall development and implementation of an Eligible project which include design, construction, finance, operation & maintenance of that project;
- ii) '**Construction Experience**' shall mean the experience of the Bidder in the construction of the Eligible project;
- iii) '**passenger ropeway sector**' would be deemed to include ropeways, cableways, tramways, funiculars and like, pulled by rope and used for carrying passengers; and
- iv) '**Core sector**' would be deemed to include power, telecom, ports, airports, Highways bridges, airfields, railways, Metro rail, industrial parks/estates, logistic parks, pipelines, irrigation, water supply, sewerage, and real estate development which shall include real estate complex or township.

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

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

- (a) It should have 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 a passenger ropeway, cable car or funicular will normally be included in this category even if it is not based on a long-term agreement with a public entity;

- (b) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (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 **₹ 30 Crore (Rupees Thirty Crore)** and
 - (d) the entity claiming experience shall, during the past 6 (Six) financial years preceding the Bid Due Date, have (i) paid for development of the project (excluding the cost of land), and/ or (ii) collected and appropriated the revenues from users availing of non- discriminatory access to or use of fixed project assets, such as revenues from highways, airports, ports and railway infrastructure, but shall not include revenues from sale or provision of goods or services such as electricity, gas, petroleum products, telecommunications or fare/freight revenues and other incomes of the company owning the Project.
- 3.2.4 For a project to qualify as an Eligible Project under Categories 3 and 4, the Bidder should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 6 (Six) financial years immediately preceding the Bid Due Date, and only the payments (gross) actually made or received, as the case may be during such 6 (Six) financial years shall qualify for purposes of computing the Experience Score. However, payments/receipts of less than **₹ 30 Crore (Rupees Thirty Crore)** shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.
- 3.2.5 The Bidder shall quote experience in respect of a particular Eligible Project under any one category only, even though the Bidder (either individually or along with a member of the JV/Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.
- 3.2.6 Bidder's experience shall be measured and stated in terms of a score (the "**Experience Score**"). The Experience Score for an Eligible Project in a given category would be eligible payments and/or receipts specified in Clause 2.2.2(A), divided by one crore and then multiplied by the applicable factor in Table 3.2.6 below. In case the Bidder has experience across different categories, the score for each category would be computed as above and then aggregated to arrive at its experience score.

Table 3.2.6: Factors for Experience across categories

	Factor
Category 1	1.25
Category 2	1.00
Category 3	0.75
Category 4	0.50

Note: - The experience score is only for ranking of qualified Bidders. The qualification of Bidder is as per eligibility clause 2.2.2

- 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 JV/Consortium. In other words, no double counting by a JV/Consortium in respect of the same experience shall be permitted in any manner whatsoever.

3.3 Details of Experience

- 3.3.1 The Bidder should furnish the details of Eligible Experience for the past 6 (Six) financial years immediately preceding the Bid Due date.
- 3.3.2 The Bidder must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.

- 3.3.3 The Bidder should furnish the required project-specific information and evidence in support 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 Bid must be accompanied by the Audited Annual Reports of the Bidder (of each member in case of a JV/Consortium) for the preceding 6 (Six) financial years, preceding the year in which the Bid is made.

- 3.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 06 (Six) years preceding the year for which the Audited Annual Report is not being provided.

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

3.5 Short-listing of Bidders

- 3.5.1 The credentials of eligible Bidders shall be measured in terms of their Experience Score. The sum total of the Experience Scores for all Eligible Projects shall be the 'Aggregate Experience Score' of a particular Bidder. In case of a JV/Consortium, the Aggregate Experience Score of each of its Members, who have an equity share of at least 26% in such JV/Consortium, shall be summed up for arriving at the combined Aggregate Experience Score of the JV/Consortium.

- 3.5.2 The Bidder shall then be ranked on the basis of their respective Aggregate Experience Scores. The financial bids (**second cover**) of maximum top 6 (six) ranked bidders will only be opened for selection of successful bidder. In case there are more than one bidder having same aggregate score at 6th rank, financial bid of all such bidders will also be opened.

3.6 Selection of Bidder

- 3.6.1 The Bidder quoting the highest "**Premium**" offered to the Authority shall be declared as the selected Bidder (the "**Selected Bidder**"). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

- 3.6.2 In the event that two or more Bidders quote the same amount of Premium (the "**Tie Bidders**"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

- 3.6.3 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the "**first round of bidding**"), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the "**second round of bidding**"). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.

- 3.6.4 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 3.6.3, the Authority may, in its discretion, invite fresh Bids (the “**third round of bidding**”) from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case maybe. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding, only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.
- 3.6.5 After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7(seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.6.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement

3.7 Contacts during Bid Evaluation

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

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Document and/ or the Concession Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning herein after

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 there from, 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 the Clause 2.2.1 (d) of the RFQ cum RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process

5. PRE-BID CONFERENCE

- 5.1 Pre-Bid conferences of the Bidders shall be convened in the office of authority mentioned in clause 2.13.9 at the time and date as mentioned clause 1.3. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process,
- 5.3 The authority may issue addendum to the bid document based on the correspondence during pre- bid conference but the correspondence itself shall not be part of the concession agreement.

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Dehradun shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding

Process or modify the dates or other terms and conditions relating thereto;

- (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4 The Bidding Document is to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this **RFQ cum RFP**, in the event of any conflict between them the priority shall be in the following order:
- (a) the Bidding Documents;
 - (b) the RFQ cum RFP.

APPENDIX

APPENDIX – I

Letter comprising the Bid

(Refer Clauses 2.16)

Dated:

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: Bid for “Development of Ropeway System project at Haridwar from Har ki Pauri to Chandi Devi Mandir in Uttarakhand under PPP Mode”.

Dear Sir,

With reference to your **RFQ cum RFP** dated 17.08.2021 I/we, having examined the **RFQ cum RFP** and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

2. I / We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for aforesaid Project, and we certify that all information provided in the Bid is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

3. This statement is made for the express purpose of our selection as Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.

4. I / We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

5. I / We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

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

7. I / We declare that:

(a) I / We have examined and have no reservations to the RFQ cum RFP, including any Addendum issued by the Authority; and

(b) I / We do not have any conflict of interest in accordance with Clauses 2.2.1 (c) and 2.2.1(d) of the RFQ cum RFP;

(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 RFQ cum RFP, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(d) I / We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFQ cum RFP, 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; and

(e) the undertaking given by us along with the **Bid** in response to the “**Bidding Document**” for the project were true and correct as on the date of making the **Bid** and are also true and correct as on the Bid due date and I / We shall continue to abide by them.

8. I / We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.17 of the RFQ cum RFP.

9. I / We believe that we/ our JV/Consortium/ proposed JV/Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFQ cum RFP.

10. I / We declare that we/ any Member of the JV/Consortium, or our / its Associates are not a Member of a / any other JV/Consortium submitting a Bid for the Project.

11. I / We certify that in regard to matters other than security and integrity of the country, we / any Member of the JV/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 JV/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 or against our Associates or against our CEO or any of our directors / managers / employees.

14. I / We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated July 13, 2001, a copy of which forms part of the RFQ cum RFP at Appendix-VI thereof.

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

16. I / We acknowledge and undertake that our JV/Consortium was qualified and short- listed on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for a period of 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 of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.

17. I / we acknowledge and undertake that I / We shall collectively hold at least 51% (fifty-one percent) of the subscribed and paid up equity of the SPV at all times until the 2nd (second) anniversary of the commercial operation date of the Project.

18. I / We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFQ cum RFP, I / We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our

JV/Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

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

20. I / We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

21. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

22. I / We have studied all the Bidding Documents carefully and also surveyed the project Ropeway Alignment and the traffic. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any document or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.

23. I / We offer a Bid Security of ₹ 1.50 Cr. (Rupees One Crore Fifty lakh only) to the Authority in accordance with the RFQ cum RFP.

24. The Bid Security in the form of a Demand Draft /Bank Guarantee (strike out whichever is not applicable) is attached.

25. The documents accompanying the Bid, as specified in clause 2.13.8 of the RFQ cum RFP, have been submitted online.

26. I / We agree and understand that the Bid is subject to the provisions of the Bidding Document. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.

27. The Premium has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFQ cum RFP; draft Concession Agreement, our own estimates of costs and traffic and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.

28. I / We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP.

29. We, the JV/Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.

30. I/We agree to keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFQ cum RFP.

31. I/ We certify that in terms of the RFQ cum RFP, my/our Net Worth is ₹..... (Rupees..... in words) and Experience Score is..... (number in words).

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

Development of Ropeway System at Haridwar from Har Ki Pauri to Chandi Devi Mandir under Design Built Finance Operate and Transfer (DBFOT basis) – (PPP MODEL)

Yours faithfully,

Date: (Signature, Name and designation of the Authorised signatory)

Place: Name and seal of Bidder/Lead Member

Note:- The bidder may strike out the provisions applicable to JV/consortium, if the bidder is not a JV/Consortium.

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

Place: Name and seal of the Bidder/ Lead Member

Annexure-I to Appendix I Details of Bidder

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

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

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

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

Name of Bidder / member of JV/Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder / constituent of the JV/Consortium been barred by the Central/ State Government, or any entity controlled by them, from participating in any project[s] (BOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid		

Development of Ropeway System at Haridwar from Har Ki Pauri to Chandi Devi Mandir under Design Built Finance Operate and Transfer (DBFOT basis) – (PPP MODEL)

3.	Has the Bidder / constituent of the JV/Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		
----	--	--	--

6. A statement by the **Bidder** and each of the members of its JV/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):

ANNEXURE-II to Appendix I Technical Capacity of the Bidder @

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

Bidder type #	Member Code*	Project Code**	Category \$	Experience ¥ (Equivalent ₹ 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 appropriate from Eligible Projects in Categories 1 and 2	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Single entity Bidder		A					
		b					
		c					
		d					
JV/Consortium Member 1		1a					
		1b					
		1c					
		1d					
JV/Consortium Member 2		2a					
		2b					
		2c					
		2d					
JV/Consortium Member 3		3a					
		3b					
		3c					
		3d					
JV/Consortium Member 4		4a					
		4b					
		4c					
		4d					
Aggregate Experience Score							=

Note: - Details of experience in column in 5, 6 & 7 are for calculating the amount of total value of project for qualifying criteria as per clause 2.2.2(A). Column 8 is for ranking of the Bidders as per clause 3.2.6.

@ Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.2.9 and/ or by a project company eligible under Clause 3.2.3 (b). In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 3.2.3 (c) and for Categories 3 and 4, include only those projects where the payments made/received exceed the amount specified in Clause 3.2.4. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.

A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled JV/Consortium Member. In case of a JV/Consortium, the row titled Single entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause 2.2.9, shall be provided.

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

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

\$ *Refer Clause 3.2.1.*

¥ *In the case of Eligible Projects in Categories 1 and 2, the figures in columns 6 and 7 may be added for computing the Experience Score of the respective projects. In the case of Categories 3 and 4, construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. In no case shall the cost of land be included while computing the experience Score of an Eligible Project.*

\$\$ *For conversion of US dollars to rupees, the rate of conversion shall be Rupees 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 Bid Due Date, and the amount so derived in US Dollars shall be converted into rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.*

£ *Divide the amount in the Experience column by one crore and then multiply the result thereof by the applicable factor set out in Table 3.2.6 to arrive at the Experience Score for each Eligible Project. 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.]*

Annexure-III to Appendix I

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

Bidder type \$	Member Code £	Net Worth € (in ₹ crore) \$\$
		Preceding Year
Single entity Bidder		
JV/Consortium Member 1		
JV/Consortium Member 2		
JV/Consortium Member 3		
JV/Consortium Member 4		
TOTAL		

Name and address of Bidder's Bankers:

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

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

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

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

Instructions:

1. The Bidder / its constituent JV/consortium members shall attach copy of the balance sheet, financial statements and Annual Report for preceding 6 (Six) Financial Years (i.e. F.Y. 2015-16, 2016- 17, 2017-18, 2018-19, 2019-20 & 2020-21). The financial statement shall:

- reflect the financial situation of the Bidder and its Associates where the Bidder is relying on its Associate's financials;
- be audited by a statutory auditor;
- be complete, including all notes to the financial statements; and
- 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 (f) of the RFQ cum RFP.

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

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

Annexure IV to Appendix-I Detail of Eligibility Project

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

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:

- Bidders 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 **RFQ cum RFP**, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the Instructions below.
- For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a JV/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.
- A separate sheet should be filled for each Eligible Project.
- Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, O&M means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Bidder or its Member, write "Associate" along with Member Code.

5. Refer to Clause 3.2.1 of the **RFQ cum RFP** for category number.
6. The total payments received/ made and/or revenues appropriated for each Eligible Project are to be stated in Annexure-IV of this Appendix-I. The figures to be provided here should indicate the break-up for the past 6 (Six) financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 2.2.12). For Categories 1 and 2, expenditure on development of the project and/or revenues appropriated, as the case may be, should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 3.2.3(c). In case of Categories 3 and 4, payments made/ received only in respect of construction should be provided, but only if the amount paid/received exceeds the minimum specified in Clause 3.2.4. Payment for construction works should only include capital expenditure, and should not include expenditure on repairs and maintenance.
7. In case of 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 and 3.2.4
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 Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.2.3).
11. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the JV/Consortium. In other words, no double counting by a JV/Consortium in respect of the same experience shall be permitted in any manner whatsoever.
12. Certificate from the Bidder's statutory auditor\$ or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/Associate may provide the requisite certification.
13. If the Bidder is claiming experience under Categories 1 & 2£, it should provide a certificate from its statutory auditor in the format below:

Certificate from the Statutory Auditor regarding PPP projects

Based on its books of accounts and other published information authenticated by it, this is to certify that (name of the Bidder /Member/Associate) is/ was an equity shareholder in (title of the project company) and holds/ held ₹.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. (Rupeescrore), of which ₹. 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 cum RFP** 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, designation, name of and the authorised signatory)Date:

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

£ Refer Clause 3.2.1 of the RFQ cum RFP.

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.

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

Certificate from the Statutory Auditor/ Client regarding construction works Φ

Based on its books of accounts and other published information authenticated by it, this is to certify that (name of the Bidder /Member/Associate) was engaged by (title of the project company) to execute (name of project) for.....(nature of project) ψ. The construction of the project commenced on(date) and the project was/ is likely to be commissioned on (date, if any). It is certified that (name of the Bidder / Member/ Associate) received/paid ₹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 ₹..... cr. (Rupeescrore), of which the Bidder /Member/Associate received /paid ₹..... cr. (Rupees crore), in terms of Clauses 3.2.1 and 3.2.4 of the **RFQ cum RFP**, 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 Bidder who undertook these works as a partner or a member of joint venture/ consortium. ♠

Name of the audit firm:

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

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

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

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.

ψIn case the Bidder 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 Bidder / 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 Bidder 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 Bidder should also provide a certificate in the format below:

Certificate from Statutory Auditor/ Company Secretary regarding Associate\$

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of(name of the Associate) is held, directly or indirectly£, by (name of Bidder / JV/Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.9 of the **RFQ cum RFP**.

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

{Describe the share-holding of the Bidder / JV/Consortium Member in the Associate}

Name of the audit firm:

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

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 ScoreΘ.

\$In the event that the Bidder /JV/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

£ In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of “control” is not broken.

Θ Refer Clause 3.2.6 of the RFQ cum RFP.

Annexure V to Appendix I Statement of Legal Capacity

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

Ref. Date:

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

Dear Sir,

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

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

Thanking you,

Yours faithfully, (Signature, name and designation of the authorized signatory)

For and on behalf of.....

***Please strike out whichever is not applicable.**

APPENDIX II

Power of Attorney for signing of Bid

(Refer Clause 2.2.5)

Know all men by these presents, We (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name) son/daughter/wife of..... and presently residing at, who is presently employed with us/ the Lead Member of our JV/Consortium and holding the position of....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for qualification and submission of our bid for the “the Haridwar Ropeway 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 Bid s, bids and other documents and writings, participate in Pre- Bid 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)

(Notarised)

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 Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostilled certificate.*

APPENDIX III

Power of Attorney for Lead Member of JV/Consortium

(Refer Clause 2.2.5)

Whereas the Uttarakhand Metro Rail, Urban Infrastructure & Building Construction Corporation Ltd. (**UKMRC**), (“the **Authority**”) has invited Bids from interested parties for “Ropeway System from Har Ki Pauri to Chandi Devi Mandir at Haridwar in Uttarakhand. the “**Project**”) (the “**Project**”).

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

Whereas, it is necessary for the Members of the JV/Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the JV/Consortium, all acts, deeds and things as may be necessary in connection with the JV/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, andhaving 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 JV/Consortium, as the Lead Member and true and lawful attorney of the JV/Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub- delegate) to conduct all business for and on behalf of the JV/Consortium and any one of us during the bidding process and, in the event the JV/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 JV/Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the JV/Consortium and submission of its bid for the Project, including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the JV/Consortium and generally to represent the JV/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 JV/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 JV/Consortium.

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

For.....

Development of Ropeway System at Haridwar from Har Ki Pauri to Chandi Devi Mandir under Design Built Finance Operate and Transfer (DBFOT basis) – (PPP MODEL)

(Signature)

.....
(Name &Title)

For.....

.....
(Signature)

.....
(Name &Title)

For.....

.....
(Signature)

.....
(Name &Title)

Witnesses:

- 1.
- 2.

..... (Executants)

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

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidder s from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

APPENDIX - IV

Bank Guarantee for Bid Security(Refer Clauses 1.2.3 and 2.20.1)

B.G. No.

Dated:

1. In consideration of you, *****, having its office at ***** (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of(a company registered under the Companies Act, 2013) and having its registered office at(and acting on behalf of its JV/Consortium) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the **“Development of Ropeway System from Har Ki-Pauri to Chandi Devi Mandir at Haridwar in Uttarakhand (India).** Project on [DBFOT] basis (hereinafter referred to as “the Project”) pursuant to the RFQ cum RFP datedissued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at and one of its branches at.....(hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 1.2.3 read with Clause 2.20.1 of the RFQ cum RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Document (including the RFQ cum RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of ₹ ***** (Rupees ***** only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Document shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding ₹ *****(Rupees ***** only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Document including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

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

(indicate date falling 180 days after the Bid Due Date)]. Signed and Delivered by Bank

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

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX V

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 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 Bids (the Bid”) by its Request for Qualification cum Request for Proposal No..... dated(RFQ cum RFP) for qualification and short- listing of bidders for development and operation/ maintenance of “Ropeway System from Har Ki Pauri to Chandi Devi Mandir at Haridwar in Uttarakhand.) Project (the “Project”) through PPP.

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFQ cum RFP and other bid documents in respect of the Project, and

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

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 RFQ cum RFP.

2. Consortium

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

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “SPV”) under the Indian Companies Act 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 RFQ cum RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

6. Shareholding in the 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 Bidders for the Project in terms of the **RFQ cum RFP**.

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 notal 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 inthe 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 orany of its Affiliates is a party that presently affects or which would have a material adverse effect on thefinancial 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 Bidder 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, SEALED AND DELIVERED

For and on behalf of

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART by:

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

THIRDPART

FOURTHPART

(Signature)

(Signature)

(Name)

(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 VI
Guidelines of the Department of Disinvestment
(Refer Clause 1.2.1) No. 6/4/2001-DD-II
Government of India Department of Disinvestment

Block 14, CGO Complex
New Delhi.

Dated 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 to the Government of India

APPENDIX VII

(To be given in a separate cover as per the RFQ cum RFP) Letter comprising the Financial Bid

(Refer Clauses 1.2.5)

Dated:

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: Financial Bid for "Development of Ropeway System project at Haridwar from Har Ki Pauri to Chandi Devi Mandir in Uttarakhand under PPP Mode".

Dear Sir

With reference to your RFQ cum RFP dated 17.08.2021, I/we, having examined the Bidding Document and understood their contents, hereby submit Financial Bid for the aforesaid Project. The Financial Bid is unconditional and unqualified.

- 1.1 I/ We hereby agree to pay to the authority by way of concession fee (the "**Concession Fee**") a sum equivalent to **15 % (Fifteen Percent) of total Realisable Fee** per annum throughout the concession period payable with effect from Commercial Operation Date (COD).
- 1.2 I/ We hereby submit our bid and offer to pay to the authority, with effect from commercial operation date (COD) by way of additional concession fee (the "**Premium**") equal to { *The Percentage of additional concession fee (the "**Premium**") will be quoted on Financial Bid (Price Schedule) } % (percent) of the total Realisable fee during that year, net of any taxes on fee and for each subsequent year of concession period, the premium shall be determined by increasing the proportion of premium to the total realization fee in respective year by an additional 1 % (one percent) as compare to the immediately preceding year, provided that the Premium payable under the Article- 27.2.1 of Draft Concession Agreement, shall be subject to a ceiling of 20% (Twenty Percent) of the total Realisable fee in the respective year.
2. The Concession Fee & Premium has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFQ cum RFP; draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Bid.
3. I/We agree to keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFQ cum RFP.

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

Yours faithfully,

Date

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Firm

* Refer Financial Bid (Price Schedule).