



**Directorate of Tourism
Government of Uttar
Pradesh**

Request for Qualification

Instruction to Bidders

**Operation of Rahi Tourist Bungalow,
Bateshwar through Private Sector
Participation on Lease and Development
basis in the state of Uttar Pradesh**

April 2022

Tender No _____ (PPP)Lease/2022

**Paryatan Bhawan, C-13, Vipin Khand,
Gomti Nagar, Lucknow - 226010
Tel: 0522-2308017/2308993
Fax: 0522-2307074/2308937**

DISCLAIMER

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

This RFQ is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFQ (the “Application”). This RFQ includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFQ 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. The assumptions, assessments, statements and information contained in this RFQ may not be complete, accurate, adequate or correct. Each Applicant 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 and obtain independent advice from appropriate sources.

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

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

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

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.

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

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

INSTRUCTION FOR E TENDERING

The bidding process for this tender will be completed online through e-tender portal. The tender document can be downloaded free of cost from the e-tender portal.

The bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the user login option on the home page with the login id and password with which he/she has registered.

For successful registration of DSC on e-procurement portal <http://etender.up.nic.in>, the bidder must ensure that he/she should possess class-2/class-3 DSC issued by any certifying authorities approved by the controller of certifying authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSCs issued by these authorities only. The bidder can obtain user login id and perform DSC registration exercise even before e-bid submission date starts. The bidder shall be required to use own digital signature while uploading its bid. The bidder shall be required to upload the bid using its digital signature only. Failure to comply or usage of digital signature of other firm shall be liable for rejection of the bid.

The bidders must upload all the required documents electronically in the pdf format, only on the e-tender portal <https://etender.up.nic.in>. It is suggested that the pdf files should be made in grayscale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-tender portal <https://etender.up.nic.in>.

Along with uploading the e-bids online, the demand draft towards the tender fee has to be submitted in original (hard copy) in a separate envelop on or before the last date & time of the tender submission date at the address given below. The demand drafts should be drawn in favour of 'Director General Tourism, Government of Uttar Pradesh', and payable at 'Lucknow'. Paryatan Bhawan 4th floor, C-13, Vipin Khand, Gomti Nagar, Lucknow- 226010, Uttar Pradesh, India

REQUEST FOR QUALIFICATION

VOLUME I

INSTRUCTIONS TO BIDDERS

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**Directorate of Tourism
Government of Uttar
Pradesh**

LETTER FOR SUBMISSION OF QUALIFICATION APPLICATION

Date [●]

To,

Director General Tourism
Directorate of Tourism
Government of Uttar Pradesh
C-13, Vipin Khand
Gomti Nagar
Lucknow - 26010

Ref: Submission of Application against your Tender Reference No:_____dated _____

Sub: RFQ for **“Operation of Rahi Tourist Bungalow, Bateshwar through Private Sector Participation on Lease and Development basis in the state of Uttar Pradesh” (“Project”)**.

Dear Sir,

We, the undersigned Applicants, having read and examined in detail the entire RF Q, do hereby propose to **Operation of Rahi Tourist Bungalow, Bateshwar through Private Sector Participation on Lease and Development basis in the state of Uttar Pradesh** as specified in the RFQ, Tender Reference Number _____dated _____ along with the following:

- a. BID DOCUMENT FEES (NON-REFUNDABLE)
We have enclosed a crossed Demand Draft/Banker’s Cheque in favour of “Director General Tourism, Uttar Pradesh, Lucknow” payable at Lucknow for the sum of Rs 8,000/- (Rupees Eight Thousand only) as Application Document fees.
- b. CERTIFICATE OF AUTHORITY
We have enclosed a Power of Attorney authorizing the signatory to sign the Application on behalf of the Applicant.
- c. This Application is made for the express purpose of our selection as Successful Bidder / Concessionaire for aforesaid Project.
- d. I / We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Application.

We hereby declare that our Application is made in good faith, without collusion or fraud and the information contained in the Application is true and correct to the best of our knowledge and belief.

We understand that our Application is binding on us and that you are not bound to accept an Application you receive.

Thanking you,
Yours faithfully,
Name of the Applicant Entity:

(Signature of the Authorized Signatory of the Applicant)
Name of the Authorized Signatory of the Applicant
Designation of the Authorized Signatory of the Applicant
Seal of the Company
Date:

Business Address of the Applicant entity:

Invitation for Qualification Proposal

**Directorate of Tourism
Government of Uttar Pradesh**

1. INTRODUCTION

1.1 Project Background

- 1.1.1 Embedded in the heart of India is Uttar Pradesh, a land where cultures have evolved, and religions emerge. The greatness of Uttar Pradesh lies not only in this confluence, but also in the emergence of cultural and religious traditions along some of the greatest rivers in the Indian sub-continent – the Ganga and the Yamuna. Throughout history, great cities have emerged and established along great rivers. Within India, the Ganga and the Yamuna have nurtured a culture because of which religious faith, rituals, culture, and intellectual enlightenment have evolved in places along the two rivers.
- 1.1.2 In recent times, Uttar Pradesh has gained the attention and interest as an important outbound tourist destination. Apart from being home to one of the Seven Wonders of the World, it also offers a range of cultural experiences, landscapes, and tourism products. In addition to religious tourism, Uttar Pradesh can be positioned as cultural, agriculture and leisure -based tourism. Uttar Pradesh has a lot to offer to an avid tourist as it is very rich in terms of cultural history. Uttar Pradesh is well-known for its culture, ancient civilization, and spirituality and epic history.
- 1.1.3 Government of Uttar Pradesh (GoUP) through Directorate of Tourism, Government of Uttar Pradesh (hereinafter referred to as “**Tourism Department**”) owns properties/assets in the State of Uttar Pradesh. GoUP through the Director General Tourism is working on multiple projects for tourism development in Uttar Pradesh. One of such projects is Operation of Rahi Tourist Bungalow, Bateshwar through Private Sector Participation on Lease and Development basis in the state of Uttar Pradesh.
- 1.1.4 The primary objective of the proposed project is to provide quality Tourists with shelter / accommodation facility, food, refreshment and similar service offerings on a commercial basis so as to enhance the tourist experience at the destination.
- 1.1.5 With the objective of providing upgraded facilities to the tourists, better management and promoting tourism, Government of Uttar Pradesh (GoUP) through the Director General, Tourism, Government of Uttar Pradesh (the “**Authority**”) is envisaging Operation of Rahi Tourist Bungalow, Bateshwar through Private Sector Participation on Lease and Development basis in the state of Uttar Pradesh and has decided to carry out the bidding process for selection of a private entity to whom the Project may be awarded. Brief particulars of the Project are as follows:

Name of the Project	Plot Area	Current Build-up Area	Estimated (indicative) Project Cost (Rs Cr.)
Rahi Tourist Bungalow, Bateshwar	1,727 Sqm.	387 Sqm.	1.74

(Please refer **Annexure – A** for project site details)

- 1.1.6 The estimated investment in the Project (the “**Estimated Project Cost**”) has been specified in Clause 1.1.5. The Estimated Project Cost is indicative and the assessment of actual investments in all respects will have to be made by the Applicant.
- 1.1.7 The Authority intends to pre-qualify and short-list suitable Applicants (the “**Applicants**”) who will be eligible for participation in the Bid Stage, for awarding the Project through an open competitive bidding process in accordance with the procedure set out herein.
- 1.1.8 The Authority shall receive Applications pursuant to this RFQ in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Application (the “**Application Due Date**”).
- 1.1.9 The scope of work will broadly include Development of the CSMM and its operations & maintenance thereof as per the provisions of the Development Agreement and Schedules.
- 1.1.10 The statements and explanations contained in this Request for Qualification - (the “**RFQ**” document) are intended to provide a better understanding to the Applicants about the subject matter of this “**Project**” and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Developer set forth in the Draft Development Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to the RFP or the terms thereof. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFQ 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.
- 1.1.11 The Selected Bidder shall through a SPV undertake designing, financing, developing / upgrading, operation and maintenance of the Project in accordance with the Guidelines & Policies issued by the concerned Government (Government of India and GoUP) through Public Private Partnership mode on Lease and Development basis for a concession period of 30 (thirty) years (the “**Concession Period**”) including construction / upgradation period (the “**Construction Period**”).
- 1.2 Brief description of Bidding Process**
- 1.2.1 The Authority has adopted a two-stage e-bid process (collectively referred to as the “**Bidding Process**”) for selection of the bidder for award of the Project. The first stage (the “**Qualification Stage**”) of the Bidding Process involves pre-qualification of interested parties on the basis of their Technical Capacity and Financial Capacity in accordance with the provisions of Clause 3A & clause 2.2.2. of this RFQ (the “**Applicant**”). At the end of this stage, the Authority expects to announce a short-list of suitable pre-qualified Applicants who shall be eligible for participation in the second stage of the Bidding Process (the “**Bid Stage**”) comprising Request for Proposals (the “**Request for Proposals**” or “**RFP**”). The bidder shall be required to pay Tender Document Fees (NON-REFUNDABLE) and Tender Processing Fee (NON-REFUNDABLE) via crossed Demand Draft in favour of “Director General Tourism, Uttar Pradesh, Lucknow” payable at Lucknow for the sum of Rs 8,000/- (Rupees Eight Thousand only) as Bid Document fees

- 1.2.2 In the Qualification Stage, Applicants would be required to furnish all the information specified in this RFQ. Only those Applicants that are pre-qualified and short-listed by the Authority shall be invited to submit their Bids for the Project in the second stage. The Authority is likely to provide a comparatively short time span for submission of the Bids for the Project. The Applicants are, therefore, advised to visit the site and familiarize themselves with the Project.
- 1.2.3 In the Bid Stage, the Bidders will be called upon to submit their technical & financial offers (the "**Bids**") in accordance with the RFP and other documents to be provided by the Authority (collectively the "Bidding Documents"). The qualified bidders shall be evaluated basis the technical qualification (TQ) parameters detailed out in the RFP, those scoring not less than the "**Minimum Technical Experience Score**" will be eligible for the financial evaluation ("**eligible Bidder**"). The financial quote shall be opened for the eligible bidders only i.e. the bidders meeting the minimum technical marks. In case of less than 2 (two) Eligible Bidders, the Authority reserves the right to lower the minimum technical experiencescore.
- 1.2.4 The Eligible Bidder quoting the highest financial quote shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.
- 1.2.5 For the purpose of Qualification, Applicants would be required to furnish all the information as specified in this RFQ and any other documents provided by the Authority.
- 1.2.6 Applicant may be a company incorporated under Indian Companies Act, registered partnership firm or LLP (Limited Liability Partnership) incorporated under relevant Indian Laws. It is hereby clarified that save and except for aforesaid entities, other entities are not eligible to submit bids under this RFQ. An eligible entity may submit its bid individually or come together with other eligible entities to submit its bid in form of a consortium in accordance with terms of this RFQ.
- Interested parties may download the RFQ documents from <https://etender.up.nic.in/> or uptourism.gov.in. This RFQ contains information about the Project, bidding process, Bid submission and qualification Proposal requirements.
- 1.2.7 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the concession including implementation of the Project.
- 1.2.8 As part of the Bidding Documents, the Authority will provide a draft Concession Agreement along with its schedules, project details prepared by the Authority or its consultants and other information pertaining / relevant to the Project available with it.
- 1.2.9 Further and other details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.

1.2.10 During the Bid Stage, the shortlisted applicants will be required to deposit, along with its Bid, an unconditional, unequivocal and irrevocable bid security (the “**Bid Security**”), refundable no later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Development Agreement. The Bidders will have an option to provide Bid Security in the form of a crossed Demand Draft or a Bank Guarantee. In case Bid Security is furnished in the form of Bank Guarantee, the validity period of the Bank Guarantee shall not be less than 240 (two hundred and forty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days and may be extended (subject to a maximum of 180 days) 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. For the purpose of this clause, Demand Draft shall be made in favour of ‘Director General, Tourism’, of any scheduled bank payable at Lucknow. Bank Guarantee shall be made in favour of “Director General, Tourism” enforceable at any scheduled bank in Lucknow.

1.2.11 During the Bid stage, Financial Bids shall be invited on the basis of the highest concession fee (the “**Concession Fee**”) proposed to be paid to the Authority as per the provisions hereof and more particularly of the Draft Development Agreement by the Selected Bidder for implementing the Project. The Concession Fee will be escalated by Indexation Parameter every year. From sixth year onwards, higher of the escalated Concession Fee or five percent of the Gross Revenue from operations for the Project will be payable as Concession Fee. The concession period is pre-determined and fixed as 30 (thirty) years.

For the purposes of the RFP, the capitalized term “**Indexation Parameter**” shall mean: - The Indexation Parameter shall be calculated by the following formula:

$$\text{Indexation Parameter} = \frac{(\text{Gross Revenue of the year} - \text{Gross Revenue of immediately preceding year})}{\text{Gross Revenue of immediately preceding year}} \times 100\%$$

However, Indexation Parameter shall be subject to a minimum limit of 5%. Indexation Parameter will be computed from second year of operations. Up to the second year of operations, Indexation Parameter will be taken as five percent.

The Developer shall submit a Business Plan setting out therein, projected Gross Revenue for each year of concession. Based on said projections, the Developer shall pay annual Concession Fee to Authority at beginning of each year during the term of Development Agreement, subject to annual reconciliation within one month of the filing of audited financial statement/annual return, which should be within six months of expiry of the relevant Financial Year. “Business Plan” means the plan for the Project Tourism Business, updated periodically from time to time, that sets out how it is intended to operate, manage and develop the Project Property over a planning horizon and will include financial projections for the plan period. In addition to the aforesaid annual Concession Fee, the Selected Bidder would be required to pay an upfront fee (“**Upfront Premium**”) defined in the RFP.

1.2.12 Any queries or request for additional information concerning this RFQ shall be submitted in writing or e-mail to the officer designated in Clause 2.13 .3. The envelopes/communications shall clearly bear the following identification/title:

Queries/ Request for Additional Information: RFP for “**Operation of Rahi Tourist Bungalow, Bateshwar through Private Sector Participation on Lease and Development basis in the state of Uttar Pradesh**”.

1.3 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

No.	EVENT DESCRIPTION	DATE
Qualification Stage		
1.	Last Date of Receiving Queries	25 th April, 2022
2.	Pre-Application Conference	26 th April, 2022, 12.00 PM
3.	Response to Pre-Application Queries	29 th April, 2022
4.	Application Due Date	12 th May, 2022, 2:00 PM
5.	Date for opening of Qualification Bid and announcement of short-listed Applicants	13 th May, 2022, 12:00 PM
Bid Stage		
6.	Sale of Bid Documents	To be informed later
7.	Last Date of receiving Pre-Bid Queries	To be informed later
8.	Pre-Bid Conference	To be informed later
9.	Response to Pre-Bid Queries	To be informed later
10.	Bid Due Date	To be informed later
11.	Date of opening of Technical Bids	To be informed later
12.	Announcement of eligible bidders	To be informed later
13.	Date of opening of Financial Bid	To be informed later
14.	Announcement of selected bidders	To be informed later
15.	Issue of Letter of Award	To be informed later
16.	Validity of Bids	120 days of Bid Due Date
17.	Signing of Concession Agreement	Within 30 days of award of LOA

Note: In case any above mentioned date lies on public holiday, the next working day shall be considered as such date.

Authority will endeavor to adhere to the dates indicated above. However, it reserves the right to effect changes to the above dates, if the need arises. Such change, if any, would be uploaded at Authority's website (uptourism.gov.in) & <https://etender.up.nic.in/nicgep/app> from time to time.

2. INSTRUCTIONS TO APPLICANTS

2A. GENERAL

2.1 Scope of Application

- 2.1.1 The Authority wishes to receive Applications for Qualification in order to short-list experienced and capable Applicants for the Bid Stage.
- 2.1.2 Short-listed Applicants may be subsequently invited to submit the Technical & Financial Bids for the Project

2.2 Eligibility of Applicants

- 2.2.1 For determining the eligibility of Applicants for their pre-qualification hereunder, the following shall apply:
- a) The Applicant is eligible to submit only one Application for the Project. An Applicant applying individually or as a member of a Consortium shall not be entitled to submit another Application either individually or as a member of any Consortium, as the case may be.
 - b) The Applicant may be a single entity or a group of entities (the "Consortium"), coming together to implement the Project. However, no Applicant, applying individually or as a member of a Consortium, as the case may be, can be member of another Consortium. The term Applicant used herein would apply to both single entity and a Consortium including each Member of the Consortium.
 - c) An Applicant may be a Company incorporated under Indian Companies Act as amended / modified / replaced from time to time or a firm registered under Indian Partnership Act, 1932 or a Limited Liability Partnership (LLP) registered under the Limited Liability Partnership (LLP) Act, 2008.
 - d) The Applicant shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - (i) the Applicant, its Member or its Associate (or any constituent thereof) and any other Applicant or any of its Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25% (twenty five per cent) of the paid up and subscribed share capital of such Applicant or Associate, as the case may be) in the other Applicant or Associate, is not more than 25% (twenty five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution

referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause 2.2.1, 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) Such Applicant or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant or any Associate thereof ; or
- (iii) Such Applicant has the same legal representative for purposes of this Applicant as any other Applicant; or
- (iv) Such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s’ information about, or to influence the Applicant of either or each other; or
- (v) Such Applicant or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Notwithstanding anything stated herein, a conflict-of-interest situation arising at the Qualification will be considered to subsist only, as between such Applicants attracting conflict of interest provisions on account of shareholdings, who submit bids under this document.

Explanation:

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

2. An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Development Agreement.
3. In case the Applicant is a Consortium, it shall, in addition to forming an SPV, comply with the following requirements:
 - i. The number of members in a Consortium would be limited to 3 (three);
 - ii. The shareholding commitments of all the members of the Consortium shall be in accordance with Clause 2.3;
 - iii. the Application should contain the information required for each member of the Consortium;
 - iv. Members of the Consortium shall nominate one member as the lead member (the "Lead Member"). The other members of the Consortium shall be termed as "Other Members". The nomination(s) of Lead Member shall be supported by a Power of Attorney, as per the format at Appendix – II A, signed by all the members of the Consortium;
 - v. The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and / or operation & maintenance obligations;
 - vi. An individual Applicant cannot at the same time be member of a Consortium applying for qualification. Further, a member of a particular Applicant Consortium cannot be a member of any other Applicant Consortium applying for qualification;
 - vii. The Parties to the Consortium should establish a SPV and execute the Development Agreement in respect of the Project awarded to such Consortium.
 - viii. Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "**JBA**"), as per the format provided in Appendix – IV, for the purpose of submitting Application and should submit the same along with the Qualification Application. The JBA should be specific to the Project and should fulfil the requirements set out below, failing which the Application shall be considered non-responsive. The JBA shall, inter alia:
 - a. convey the intent to form an SPV with shareholding/ownership equity commitment(s) in accordance with Clause 6, which would enter into the Development Agreement and subsequently carry out all the responsibilities as Developer in terms of the Development Agreement, in case the Concession to undertake the Project is awarded to the Consortium;

- b. clearly outline the proposed roles and responsibilities of each member at each stage;
- c. commit the minimum equity stake to be held by each member; and
- d. Include a statement to the effect that all members of the Consortium (including Associate, whose technical or financial experience has been claimed) shall under the Development Agreement, be liable jointly and severally for obligations of the Developer in relation to the Project.
- e. Except as provided under this RFQ and the Bidding Documents, there shall not be any amendment to the JBA without the prior consent of the Authority.

2.2.2 To be eligible for qualification and short-listing, an Applicant shall fulfil the following conditions of eligibility:

2.2.2.1 For Bidders having experience in Tourism / Hospitality business:

- (A) **Technical Capacity:** For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Applicant shall have:
 - (i) Been in existence (incorporated / registered) on or before 1st April 2017, and;
 - (ii) Shall be in operation of Tourism / Hospitality business for the last three financial years, if the directors of the bidder company who own a controlling stake are engaged in the operation of Tourism / Hospitality business for the last three financial years in their respective professions / businesses, then it shall be assumed that the bidder company has demonstrated to have the technical capacity to participate in the bidding process as per this Clause
- (B) **Financial Capacity:** For demonstrating financial capacity (the “**Financial Capacity**”), the Applicant shall have:
 - (i) The Applicant shall have a minimum average annual turnover of INR 50,00,000/- (Rupees Fifty Lakhs only) for the last three financial years for which audited financial statements are available (i.e. 2017-18, 2018-19 and 2019-2020) and;
 - (ii) The Applicant should have a minimum Net Worth of INR 26,00,000/- (Rupees Twenty Six Lakhs only) at the end of the preceding financial year (i.e. 2019-20).

Note:

- I. The Technical and Financial capacity mentioned in clause 2.2.2.1 (A) (ii) and 2.2.2.1 (B) (i) & (ii) shall be fulfilled by the Applicant either by itself or through its Associate subject to terms of this RFQ.

2.2.2.2 For Bidders not having experience in Tourism / Hospitality business:

(A) **Technical Capacity:** For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Applicant shall have:

(i) Been in existence (incorporated / registered) on or before 1st April 2017;

(B) **Financial Capacity:** For demonstrating financial capacity (the “**Financial Capacity**”), the Applicant shall have:

(i) The Applicant shall have a minimum average annual turnover of INR 90,00,000/- (Rupees Ninety Lakhs only) for the last three financial years for which audited financial statements are available (i.e. 2017-18, 2018-19 and 2019-2020), and;

(ii) The Applicant should have a minimum Net Worth of INR 50,00,000/- (Rupees Fifty lakhs only) at the end of the preceding financial year (i.e. 2019-20).

Note:

I. The Technical and Financial capacity mentioned in clause 2.2.2.2 (A) (ii) and 2.2.2.2 (B) (i) & (ii) shall be fulfilled by the Applicant either by itself or through its Associate subject to terms of this RFQ.

2.2.3 The Applicant shall enclose with its Application, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

- (i) Certificate(s) from its statutory auditors stating that the Applicant is in existence or incorporated on or before 1st April 2014);
- (ii) Certificate(s) from its statutory auditors specifying the annual turnover of the Applicant, for the three preceding financial years (i.e. 2017-18, 2018-19 and 2019-2020); and
- (iii) Certificate(s) from its statutory auditors specifying the net worth of the Applicant as at the close of the preceding financial year (i.e. 2019-20).

Provided that in case Applicant is a partnership firm or LLP, the following shall be required to be submitted :- Income Tax Audit Certificate (in case of partnership firm) or audited accounts/Statement of Accounts and Solvency and annual return filed with ROC (in case of LLP).

2.2.4 The Applicant should submit a Power of Attorney along with Board resolution in favour of executants as per the format at Appendix-II, authorizing the signatory of the Application to commit the Applicant. In case the Applicant is a Consortium, the members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix – IIA.

2.2.5 The Applicant (single entity or consortium of entities) shall incorporate appropriate Special Purpose Vehicle (“SPV”) under the Indian Companies Act, 2013, to act as Developer to execute the Development Agreement and implement the Project.

2.2.6 In computing the Technical Capacity and Financial Capacity of the Applicant under Clauses 2.2.2, 2.2.3 and 3.2, the Technical Capacity and Financial Capacity of their respective Associate would also be eligible hereunder; provided however the Applicant shall ensure and procure that

such Associate remains Applicant's Associate during lock-in period.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Applicant shall be provided to demonstrate that a person is Associate of the Applicant.

2.2.7 The following conditions shall be adhered to while submitting the application:

- a. Applicants 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, Applicants may format the prescribed forms making due provisions for incorporation of the requested information;
- b. information supplied by an Applicant (or constituent Member, if the Applicant is a Consortium) must apply to the Applicant's Associate named in the Application and not, to other associated companies or firms;
- c. in responding to the prequalification phase, Applicant should demonstrate their capabilities in accordance with Clause 3.1, 3.2 and 3.3; and
- d. In case the Applicant is a Consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.

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

- (a) Where, on the date of the Application, not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital in an Applicant is held by persons resident outside India or where an Applicant is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the date of the Application, there is an acquisition of not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Applicant;

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

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

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

2.2.9 Notwithstanding anything to the contrary contained herein, in the event that

the Application Due Date falls within three months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 3 (three) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

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

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

2.2.12 An Applicant including any Consortium Member shall not be eligible to submit Application in the following cases:

- (i) If it has been convicted by any Court of Competent Jurisdiction;
- (ii) If charge sheet has been submitted against the Applicant including any Consortium member before a Court of Competent Jurisdiction.

2.3 Change in Composition of the Consortium

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

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

1. the application for such change is made no later than 15 (fifteen) days prior to the Bid Due Date;
2. the Lead Member continues to be the Lead Member of the Consortium;
3. the substitute is at least equal, in terms of Technical Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and
4. the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally and is not an Applicant/Member/Associate of any other Consortium bidding for this Project.

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

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

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

2.4 Number of Applications and costs thereof

2.1.2 No Applicant shall submit more than one Application for the Project. An Applicant shall not be entitled to submit another Application.

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

2.2 Site visit and verification of information

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

2.3 Acknowledgement by Applicant

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

- (a) made a complete and careful examination of this RFQ;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in this RFQ or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5 above;
- (d) agreed to be bound by the undertakings provided by it under and in terms hereof;

2.3.2 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 the RFQ or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.4 Right to accept or reject any or all Applications

2.4.1 Notwithstanding anything contained in this RFQ, the Authority reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.4.2 The Authority reserves the right to reject any Application if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Applicant does not provide, within the time specified by the Authority, the

supplemental information sought by the Authority for evaluation of the Applicant.

Such misrepresentation / improper response shall lead to the disqualification of the Applicant. If the Applicant is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification/ rejection occurs after the Applications have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to annul the Bidding Process and to invite fresh Bids.

- 2.4.3 In case it is found during the evaluation or at any time before signing of the Development Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Developer either by issue of the LOA or entering into of the Development Agreement, and if the Applicant /SPV has already been issued the LOA or has entered into the Development Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the Authority to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant, without prejudice to any other right or remedy which the Authority may have under this RFQ, the Bidding Documents, the Development Agreement or under applicable law.
- 2.4.4 The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to this RFQ. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.4.5 Any condition or qualification or any other stipulation contained in the Application shall render the Applicant liable to rejection as a non-responsive Application.
- 2.4.6 The documents including this RFQ and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Applicant solely for the purpose of preparation and the submission of an Application in accordance herewith. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The provisions of this Clause 2.7.6 shall also apply mutatis mutandis to Applications and all other documents submitted by the Applicants, and the Authority will not return to the Applicants any Application, document or any information provided along therewith.

2B. DOCUMENTS

2.5 Contents of the RFQ

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

Invitation for Qualification

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

Appendices

- I. Letter comprising the Application
- II. Power of Attorney for signing of Application
- II.A Power of Attorney for Lead Member (in case of Consortium)
- III. Declaration Regarding Clean Track Record
- IV. Joint Bidding Agreement

- 2.5.2 The Draft Development Agreement and Schedules provided by the Authority as part of the Bid Documents shall be deemed to be part of the RFP.

2.6 Clarifications

- 2.6.1 Applicant requiring any clarification on the RFQ may notify the Authority in writing or e-mail in accordance with Clause 1.2.12. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavor to respond to the queries within the period specified therein. The Authority will publish all the queries and its responses thereto, and upload on the website <https://etender.up.nic.in/> and uptourism.gov.in without identifying the source of queries.

- 2.6.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification 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.

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

2.7 Amendment of RFQ

- 2.7.1 At any time prior to the Application Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of Addenda.

- 2.7.2 Any Addendum thus issued will be uploaded on the <https://etender.up.nic.in/>. Applicants are advised to keep watch on <https://etender.up.nic.in/> and Authority website for any modification in RFQ and other updates about the Project. The Applicants must submit their Applications in compliance of the latest updates, addendums, modifications or amendments issued by the

Authority. The Authority does not assume any responsibility to Applicants, who fails to submit their Application in accordance with latest updates, addendums, modifications or amendments issued by the Authority before Application Due Date. In such case the Authority may reject any bid for the non-compliance of hereunder.

- 2.7.3 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may extend the Application Due Date.

2C PREPARATION AND SUBMISSION OF APPLICATION

2.8 Language

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

2.9 Format and signing of Application

- 2.9.1 The Applicant shall provide all the information sought under this RFQ. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.
- 2.9.2 The Applicants should submit their Applications online only in the 'Submission' module of the e-tender portal <https://etender.up.nic.in>. The Applications shall be submitted only from the Application submission start date till the bid submission end date and time given in the e-tender portal <https://etender.up.nic.in>. Therefore, bidders are advised to submit the e- bids well in time.
- 2.9.3 The proposal, all correspondence and documents shall be written in English. In case of accompanying literature or brochures, etc. Being in a language other than English, a certified translation should accompany the documents as part of the tender. All proposals and accompanying documentation will become the property of the Department of Tourism and will not be returned. The Applicants should submit their e-bid considering the server time displayed on the e-tender portal <https://etender.up.nic.in>. The server time is the time by which the e-bid submission activity will be allowed till the permissible time on the last/end date of submission of e-bids indicated in the e-tender schedule. Once the e-bid submission date and time is over, the Applicants cannot submit their e-bid. The Applicants shall only be held responsible for any delay and whatsoever reason in submission of e-bid. The procedure for submission of e-bids by the Applicants on the e-tender portal <https://etender.up.nic.in> is already available on the portal and has also been explained in the tender document under 'instructions for e- tendering' section.
- 2.9.4 The Application and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page in blue ink. In case of printed and published Documents, only the cover

shall be initialled. All the alterations, omissions, additions or any other amendments made to the Application shall be initialled by the person(s) signing the Application. The Application shall contain page numbers and shall be bound together in hard cover and submitted online.

2.10 Sealing and Marking of Applications

2.10.1 The Applicants shall submit the Application in the format specified at Appendix-I, together with the documents specified in Clause 2.13.2 (A) and mark the e-envelope as “**Qualification Application**”. The e-envelopes of the Qualification Bid shall then be uploaded as per 2.12.2.

2.10.2 (A) Each Qualification envelope shall contain:

- (i) Application in the prescribed format (Appendix-I) along with Annexes and supporting documents;
- (ii) Power of Attorney for signing the Application as per the format at Appendix- II;
- (iii) copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership / LLP then a copy of its partnership deed;
- (iv) copies of Applicants’s duly audited balance sheet and profit and loss account for the preceding five years;
- (v) Crossed Demand Draft or Payment Receipt towards the Bidding Documents fee as specified in Clause 1.2.1;
- (vi) A copy of the RFQ with each page stamped and initialled by the person signing the Application in pursuance of the Power of Attorney referred to in sub-clause (ii) hereinabove.
- (vii) Power of Attorney for Lead Member of the Consortium in the prescribed format (Appendix II A), if applicable.
- (viii) Joint Bidding Agreement (in case of Consortium) as prescribed in the prescribed format at Appendix IV

2.10.3 The bid shall be addressed to:

ATTN. TO:	Director General
AUTHORITY:	Directorate of Tourism, Government of Uttar Pradesh
ADDRESS:	Paryatan Bhawan, C-13, Vipin Khand, Gomti Nagar, Lucknow – 226010
FAX NO.:	+91 522-2307074/2308937
E-MAIL ADDRESS:	ttd.upt@gmail.com , dg.upt1@gmail.com
PHONE NO.:	+91 522-2308017/2308993
WEBSITE	uptourism.gov.in

2.10.4 Applications submitted by courier, fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.11 Application Due Date

- 2.11.1 Applications should be submitted up to till 1400 hours IST on the Application Due Date, in the manner and form as detailed in this RFQ.
- 2.11.2 The Authority may extend the Application Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.

2.12 Late Applications

- 2.12.1 The server time indicated in the bid management window on the e-tender portal <https://etender.up.nic.in> will be the time by which the e-application submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the Application Due Date time is over, the Applicant cannot submit his/her application. Applicant has to start the e-Application submission well in advance, so that the submission process passes off smoothly. The Applicant only, will be held responsible if his/her e-Applications are not submitted in time due to any reasons.
- 2.12.2 It shall be deemed that prior to the submission of the proposal, the Applicant has:
- A. Made a complete and careful examination of terms and conditions /requirements, and other information as set forth in this RFQ document.
 - B. received all such relevant information as it has requested from the DoT, and;
 - C. Made a complete and careful examination of the various aspects of the project.

The DoT shall not be liable for any mistake or error or neglect by the Applicant in respect of the above.

2.13 Modifications/substitution/ withdrawal of Applications

- 2.13.1 **Withdrawal:** At any point of time, a Applicant can withdraw his/her e-Application submitted online before the Application Due Date and time. For withdrawing, the Applicant should first log in using his/her login id and password and subsequently by his/her digital signature certificate on the e procurement portal <https://etender.up.nic.in>. The Applicant should then select 'My Bids' option in the 'Bid Submission' menu. The page listing all the bids submitted by the Applicant will be displayed. Click 'View' to see the details of the Application to be withdrawn. After selecting the 'Bid Withdrawal' option, the bidder has to click 'Yes' to the message "Do you want to withdraw this bid?" displayed in the 'Bid Information' window for the selected bid. The bidder also has to enter the Application withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the 'Submit' button. The Applicant has to confirm again by pressing 'OK' button before finally withdrawing his / her selected Application. Once the Applicant has withdrawn his/her bid he/she cannot re-submit this Application again.
- 2.13.2 **Resubmission:** The Applicant can resubmit his/her e-bids as and when required till the Application Due Date and time. The new Application will replace the e-Applications submitted earlier. The payment made by the Applicant earlier will be used for revised e-applications and the new Application submission summary generated after the successful submission of the revised e-Application will be considered for evaluation purposes. For resubmission, the Applicant should first log in using his/her login id and

password and subsequently by his/her digital signature certificate on the e-tender procurement portal <https://etender.up.nic.in>. The Applicant should then select 'My Bids' option in the 'Bid Submission' menu. The page listing all the bids submitted by the Applicant will be displayed. Click 'View' to see the details of the bid to be resubmitted. After selecting the 'Bid Resubmission' option, click 'Encrypt & Upload' to upload the revised e-Application documents by following the methodology provided in clause submission of e-application above. The Applicant can submit their revised applications as many times as possible by uploading their e-applications documents within the scheduled date & time for submission of e-applications. No e-applications can be resubmitted subsequently after the deadline for submission of e-application.

2.13.3 The DoT may, in exceptional circumstances, and at its sole discretion, extend the above Application due date by issuing a corrigendum.

2D. EVALUATION PROCESS

2.14 Opening and Evaluation of Applications

2.14.1 Bidders are advised to submit their applications on e-tender portal only. On receipt on the e-tender portal, the Qualification Application will be opened by the Bid Evaluation Committee (BEC) members in the Office of the Department of Tourism, Paryatan Bhawan, Lucknow.

2.14.2 The Authority will open all e-applications, in the presence of Applicant's authorized representatives who choose to attend at 4th floor, Paryatan Bhawan, C-13, Vipin Khand, Gomti Nagar, Lucknow- 226010 on the date and time mentioned in the 'Notice Inviting Tender'. The Applicant's representatives who are present shall record their attendance on the attendance sheet. In the event of the specified date of e-bid opening being declared a holiday for the purchaser, the e-bids shall be opened at the appointed time and place on the next working day.

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

2.14.4 Applicant are advised that qualification of Applicant will be entirely based on the provision this RFQ. Applicant 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.

2.14.5 The Authority reserves the right to reject any proposal not submitted on time and which does not contain the information/documents as set out in this tender document. To facilitate evaluation of proposals, the Authority may, at its sole discretion, seek clarifications in writing from any Applicant regarding its proposal.

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

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

2.14.8 Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Application in accordance with the provisions of Clauses 2.7.2 and 2.7.3.

2.15 Confidentiality

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

2.16 Tests of Responsiveness

2.16.1 Prior to evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of the RFQ. An application shall be considered responsive only if:

- (a) it is received as per format at Appendix-I.
- (b) it is received by the Application Due Date including any extension thereof pursuant to Clause 2.14.2;
- (c) it is signed, sealed, bound together in hard cover, and marked as stipulated in Clauses 2.12 and 2.13;
- (d) it is accompanied by the Power of Attorney for signing the Application and Power of Attorney for Lead Member as specified in Appendix II & II-A;
- (e) it contains all the information and documents (complete in all respects) as requested in this RFQ;
- (f) it contains information in formats same as those specified in this RFQ;
- (g) it contains certificate from its statutory auditor in the format specified at Appendix-I of the RFQ;
- (h) it is accompanied by the crossed Demand Draft or Payment Receipt towards the Bidding Documents fee (non- refundable) as specified in Clause 1.2.1;
- (i) it is accompanied by the JBA in case of Consortium, as stipulated in Clause 2.2.1;
- (j) it does not contain any condition or qualification; and
- (k) it is not non-responsive in terms hereof;
- (l) it submits the Qualification Application envelope as stipulated in clause 2.13.2 along with all the Appendices and Annexure.

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

2.17 Clarifications

2.17.1 To facilitate evaluation of Applications, the Authority may seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.17.2 If an Applicant does not provide clarifications sought under Clause 2.20.1 above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Authority may proceed to evaluate the application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

2E. QUALIFICATION AND BIDDING

2.18 Short-Listing and Notification

After the evaluation of Bids for Qualification, the Authority would announce a list of short-listed pre-qualified Applicants who shall be eligible for participating in the second stage of the bidding process (the "Bid Stage"). The Authority will not entertain any query or clarification from Applicants who fail to qualify.

2.19 Proprietary Data

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

2.20 Correspondence with the Applicant

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

2.21 Validity of Applications

The Applications shall be valid for a period of not less than 180 (one hundred and eighty) days from the Application Due Date. The validity of Applications may be extended subject to a maximum period of 180 days by mutual consent of the respective Applicant and the Authority.

3. CRITERIA FOR EVALUATION

3A. QUALIFICATION STAGE

3.1 Evaluation Parameters

3.1.1 Applicants have to meet the eligibility criteria specified in Clauses 2.2.1 , 2.2.2 and 2.2.3, the evaluation would be as per this Section 3. Applications of Applicants who do not meet these criteria shall be rejected.

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

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

3.2 Technical Capacity for purposes of Evaluation

The Applicant shall fulfil the eligibility criteria as specified in Clause 2.2.2 and substantiate the fulfilment of the eligibility criteria as per the category through documentary proofs.

3.3 Details of Experience

3.3.1 The Applicant should furnish the details of Eligible Experience for the last 7 (seven) financial years immediately preceding the Application Due Date.

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

3.4 Short-listing of Applicants

3.4.1 All Applicants who fulfil the conditions of eligibility specified in Clauses 2.2.1 and 2.2.2 and meet the other conditions specified in this RFQ shall be pre-qualified.

3.5.2. The Applicant who meet the eligibility criteria set forth in Clauses 2.2.1 and 2.2.2 will be shortlisted and eligible for the "bid stage".

3.5 Contacts during Application Evaluation

Applications 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 Applicants. While the Applications are under consideration, Applicants and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the applications under consideration.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - b. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

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

5. PRE-APPLICATION CONFERENCE

- 5.1 A Pre-Application conference of the interested parties shall be convened at the designated date at UP Tourism office in Lucknow. A maximum of two representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.
- 5.2 During the course of Pre-Application conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. MISCELLANEOUS

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

Appendices

APPENDIX I

Letter Comprising the Application for Pre-Qualification (Refer Clause 2.13.2A)

Dated: [●]

To,

Director General Tourism
Directorate of Tourism
Government of Uttar Pradesh
C-13, Vipin Khand
Gomti Nagar
Lucknow – 26010

Sub: Bid for “**Operation of Rahi Tourist Bungalow, Bateshwar through Private Sector Participation on Lease and Development basis in the state of Uttar Pradesh**”

Dear Sir,

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

2. I/ We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Bid for selection of the Developer for the aforesaid project, and we certify that all information provided in the Application and in Annexes I to IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Developer 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 application.
5. I/ We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive to the fullest extent permitted by applicable law our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the consortium member or our/their Associate have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:

- (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;
 - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFP document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFQ document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFQ document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - (e) the undertakings given by us along with the Application in response to the RFQ for the Project were true and correct as on the date of making the Application.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to apply for the Project, without incurring any liability to the Applicants, in accordance with Clause 2.17.6 of the RFQ document.
 9. I/ We believe that we / our Consortium satisfy(s) the annual turnover criteria and meet(s) all the requirements as specified in the RFQ document and are/ is qualified to submit an Application.
 10. I/ We certify that in regard to matters other than security and integrity of the country, we / any member of the Consortium or any of our / their Associate 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.
 11. I/ We further certify that in regard to matters relating to security and integrity of the country, we / any member of the Consortium or any of our /their Associate have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against any member of the Consortium or against our / their Associate or against our CEO or any of our Directors/ Managers/ employees.
 13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ; we shall intimate the

Authority of the same immediately.

14. The Statement of Legal Capacity as per format provided in Appendices of the RFQ document, and duly signed, is enclosed. The power of attorney for signing of Application as per format provided at Appendix II, power of attorney for Lead Member at Appendix II A (in case of Consortium) of the RFQ, is also enclosed.
15. 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 Applicant, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
16. I/ We agree and undertake to abide by all the terms and conditions of the RFQ document.
17. I/ We certify that in terms of the RFQ, my/our annual turnover for the three preceding years is Rs..... (Rs in words).
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 is taken into consideration for the purposes of short-listing and pre-qualification in accordance with this RFQ, I/We shall promptly inform the Authority forthwith along with all relevant particulars and the Authority may disqualify us or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Development 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 Development Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
19. I/ We have studied all the Bidding Documents carefully and also surveyed the Project. We understand that except to the extent as expressly set forth in the Development Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
20. The crossed Demand Draft or Payment Receipt towards the cost of Biding Documents (non-refundable) and crossed Demand Draft towards tender processing fees (non-refundable) as specified in Clause 1.2.1 is attached.
21. I/ We agree and understand that the Application is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Application is not opened or rejected.
22. I/ We shall keep this application valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFQ.
23. I/ We declare that we/ any Member of the Consortium, or our/ its associates

are not a Member of a/ any other Consortium submitting an application for the Project.

24. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Developer under the Concession Agreement till occurrence of Financial Close in accordance with the Development Agreement.}

In witness thereof, I/we submit this application under and in accordance with the terms of the RFQ document.

Yours faithfully,

Date:

(Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Bidder

Appendix I
Annex-I

Details of Applicant

Details of the Applicant / Lead Member				
1.	Name of the Applicant/Lead Member			
2.	Address of the Applicant			
3.	Status of the Applicant			
4.	Details of Incorporation		Date:	
			Ref. #	
5.	Details of Commencement of Business		Date:	
			Ref. #	
6.	Valid Sales tax registration no.			
7.	Valid Service tax registration no.			
8.	Permanent Account Number (PAN)			
9.	Name & Designation of the contact person to whom all references shall be made regarding this RFQ			
10.	Telephone No. (with STD Code)			
11.	E-Mail of the contact person:			
12.	Fax No. (with STD Code)			
13.	Website			
14.	Financial Details (as per audited Balance Sheets) (in Crores)			
15.	Year	2017-2018	2018-2019	2019-2020
16.	Turn Over			
17.	PAT			
18.	Net Cash			

	Accruals = (PAT + Depreciation)			
19.	Net worth Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders			
20.	Name & Designation of Authorized Signatory			
21.	Telephone No. (with STD Code)			
22.	E-Mail of the Contact Person:			
23.	Fax No. (with STD Code)			
24.	A statement by the Applicant or any of their Associate 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):			

Note: - Annex 1 is to be provided by each member of the consortium.

Appendix –I
Annex-II
Technical
Capacity
(Refer Clause 2.2.2 (A) (i)

The Applicant shall submit certificate from its Statutory Auditor certifying the Technical Capacity of the Applicant

Certificate from the Statutory Auditor

Based on its books of accounts and other published information authenticated by it, this is to certify that _____ (name of the Applicant/ Associate) is in existence and incorporated on _____ (Date of incorporation)

Name of the audit firm:

The Applicant shall submit certificate from its Statutory Auditor certifying the Technical Capacity of the Applicant

**Appendix-I
Annex-III
Financial
Capacity**
(Refer clause 2.2.2 (B) (i))

Applicant type	Annual Turnover			
	2017-2018	2018-2019	2019-2020	Conversion Rate (if applicable)
Applicant or Consortium Member				
Associate				
TOTAL				

Name of Bidder	Net worth (as on Application Due Date)	Conversion Rate (if applicable)

Applicant type	Net Cash Accruals (PAT + Depreciation – Dividends)			
	2017-2018	2018-2019	2019-2020	Conversion Rate (if applicable)
Applicant				
Associate				
TOTAL				

Name & address of Applicant's Bankers:

1. An Applicant consisting of a single Entity should fill in details as per the row titled single Entity Applicant.
2. The Applicant should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.1.

Instructions:

1. The Applicant shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
 - a. reflect the financial situation of the Applicant and its Associate where the Applicant is relying on its Associate's financials;
 - b. be audited by a Statutory Auditor including the above mentioned information to be made available on a CA certificate (with valid UDIN) validating the same;

- c. be complete, including all notes to the financial statements; and
 - d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Annual Turnover = Annual Income from Tourism / Hospitality services only as indicated in the annual financial statement
3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
4. Year 1 will be the latest completed financial year, preceding the Application Due Date. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Application Due Date falls within three months of the close of the latest financial year, it shall ignore such financial year for the purposes of its application and furnish all its information and certification with reference to the five years preceding its latest financial year.
5. The Applicant shall also provide the name and address of the Bankers to the Applicant.

Appendix I
Annex-IV

In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.6, the Applicant should also provide a certificate in the format below:

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

Based on the authenticated record of the company, this is to certify that _____% of the subscribed and paid up voting equity of (name of the Bidder / Associate) is held as on 31st March 2020, directly or indirectly by (name of Associate / Applicant). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.1 of this RFQ.

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

{Describe the share-holding of the Applicant and the Associate.}

Name of the audit firm:

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

Date:

[§] In the event that the Applicant 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.

Appendix I
Annex-V

Statement of Legal Capacity

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

Ref.

Date:

To,

Director General Tourism
Directorate of Tourism
Government of Uttar Pradesh
C-13, Vipin Khand
Gomti Nagar
Lucknow – 26010

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

APPENDIX II

Power of Attorney for signing of Application

(To be executed on a Stamp Paper)

(Refer Clause 2.2.4)

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 the 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 Qualification Application for the "**Operation of Rahi Tourist Bungalow, Bateshwar through Private Sector Participation on Lease and Development basis in the state of Uttar Pradesh**" (hereinafter referred to as "the **Project**") proposed or being developed by the Director General Tourism, Uttar Pradesh, Lucknow (the "**Authority**") including but not limited to signing and submission of all applications and other documents and writings, participate in pre- application meetings and other conferences and providing information/ responses to the Authority, presenting us in all matters before the Authority, signing and execution of all contracts including the Development Agreement and undertakings consequent to acceptance of our application, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our application for the said Project and/ or upon award thereof to us and/or till the entering into of the Development 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 OF2.....

For

.....

(Signature, name, designation and address)

Witnesses:

1.

2.

Appendix II

Page 2

(Notarised)

Person identified by me/ personally appeared before
me / signed before me/ Attested / Authenticated*
(* Notary to specify as applicable)
(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date : _____

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

APPENDIX –II A
Power of Attorney for Lead Member of
Consortium (To be executed on a Stamp Paper)

Whereas, the *Directorate of Tourism, Government of Uttar Pradesh* (the “**Authority**”) has invited Applications, from qualified parties for “**Operation of Rahi Tourist Bungalow, Bateshwar through Private Sector Participation on Lease and Development basis in the state of Uttar Pradesh**”, (the “**Project**”).

Whereas, _____, _____, and _____ (collectively the “**Consortium**”) being Members of the Consortium are interested in applying for the Project in accordance with the terms and conditions of the Request for Qualification and other connected documents in respect of the Project, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

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

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

For _____ (Name & Title)

For _____ (Name & Title)

For _____ (Name & Title)

Witnesses:

1

2

(Executants)

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

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Applicant.

Appendix - III
Declaration Regarding Clean Track Record
(Affidavit on Stamp Paper)

[Date]

To,

Director General Tourism
Directorate of Tourism
Government of Uttar Pradesh
C-13, Vipin Khand
Gomti Nagar
Lucknow - 26010

Sir,

I / We have carefully gone through the Terms & Conditions contained in the RF Q Document No. _____ dated _____, regarding the **Operation of Rahi Tourist Bungalow, Bateshwar through Private Sector Participation on Lease and Development basis in the state of Uttar Pradesh**. I hereby declare that we/ our Consortium has not been debarred / blacklisted by any Ministry/Department of Government of India or any State Government or any Government Organization.

Also, I hereby declare that we/ our Consortium has, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, Consortium Member or Associate thereof, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Applicant, Consortium Member or Associate thereof

I further certify that I am competent officer to make this declaration.

Yours faithfully,

(Signature of the Authorized Signatory of the Applicant)

Printed Name

Designation

Seal

Date:

Business Address:

Documentary Proof Required:

- Certificate from the Company Secretary to the effect that the Applicant (from each member in case of Consortium) is not blacklisted by any Ministry/Department of Government of India or State Government as per the format provided above.

Appendix – IV

Joint Bidding Agreement

(Refer Clause 2.2.1(3) (viii))

(Applicable in case of Consortium)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this theday of 20...

AMONGST

1. {.....} 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. {.....} 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. {.....} 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)} □

The above mentioned parties of the FIRST, SECOND and, THIRD PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

- A. _____, established under the _____, represented by its _____ and having its principal offices at _____] (hereinafter referred to as "the Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Applications (the "Application") by its Request for Qualification dated _____ (the "RFQ") for selection of bidders for 'Operation of Rahi Tourist Bungalow, Bateshwar through Private Sector Participation on Lease and Development basis in the state of Uttar Pradesh' (the "Project") through public private partnership.
- B. The Parties are interested in jointly applying for the Project as members of a Consortium and in accordance with the terms and conditions of the RFQ

□ The number of Parties will be shown here, as applicable, subject to a maximum of 3 (three).

document and other bid documents in respect of the Project.

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

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

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

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 Associate.

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 Development Agreement with the Authority and for performing all its obligations as the Contractor in terms of the Development 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 Development Agreement when all the obligations of the SPV shall become effective;
- b) {Party of the Second Part shall be _____ and}
- c) {Party of the Third Part shall be _____}

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 document and the Development 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:}

The Parties undertake that the members in the consortium shall hold equity as follows:

The Selected Bidder (shall directly hold 100% of subscribed and paid up equity share capital of the Developer until execution of Development Agreement, and thereafter shall directly hold at least 51% (fifty one per cent) of subscribed and paid up equity share capital of the Developer, until 2nd anniversary of COD. Thereafter after expiry of 2nd anniversary, the Selected Bidder shall hold at least 26% (twenty six per cent) in the Project SPV until the 5th anniversary of COD.

- 6.2. Further, the Selected Bidder besides aforesaid requirement, each member of the Consortium whose experience will be evaluated under RFQ and subsequently the RFP, shall subscribe to and directly hold at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV until date of execution of the Development Agreement; and thereafter the members of the Consortium shall collectively and directly hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the 2nd anniversary of the COD, wherein the lead member shall compulsorily hold 26% of the paid up and subscribed equity share capital of the Developer. Thereafter, upon expiry of 2nd anniversary of the COD the Lead Member shall continue to hold at least 26% (twenty six per cent) of the subscribed and paid up equity share capital of the Project SPV until 5th anniversary of COD.
- 6.3. Thereafter, Consortium Members shall collectively in proportion to their shareholding hold at least 26% (twenty six per cent) of the subscribed and paid up equity of the SPV at all times until the 5th anniversary of COD.
- 6.4. The Parties shall comply with all equity lock-in requirements set forth in the Development 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 authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and

board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associate is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

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

9. Miscellaneous

- a. This Joint Bidding Agreement shall be governed by laws of India.
- b. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND

DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
For and on behalf of

LEAD MEMBER by:

SECOND PART

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

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

SIGNED, SEALED AND DELIVERED
For and on behalf of

SIGNED, SEALED AND DELIVERED
For and on behalf of

THIRD PART

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

SIGNED, SEALED AND DELIVERED
For and on behalf of

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 favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

Annexure – A (Project Details)

1 Project Site Location:

Rahi Tourist Bungalow, Bateshwar (RTB-B), is located in the holy settlement surrounding ancient Lord Shiva temple in Bateshwar, in District Agra, Uttar Pradesh (Google co-ordinates: 26°55'59.1"N 78°32'40.1"E). The settlement has a rural character, scattered with small hillocks. The property is barely 50 m away from the banks of Yamuna and around 100 m from the temple and also has a small stadium in its vicinity.

Location



Source: Google maps

2 Project details:

Name of the Project	Plot Area	Current Build-up Area	Estimated (indicative) Project Cost (Rs Cr.)
Rahi Tourist Bungalow, Bateshwar	1,727 Sqm.	387 Sqm.	1.74

3 Site Photographs:

Site Photographs



Operation of Rahi Tourist Bungalow, Bateshwar through Private Sector Participation on Lease and Development basis in the state of Uttar Pradesh



Source: Site Survey

