

RFQ-cum-RFP for development of Aerial Passenger Ropeway from Kharsali (Uttarkashi) to Yamunotri Temple, Uttarakhand, India on DBFOT basis through PPP

Queries / Suggestions from Prospective Developers

SN	Queries / Suggestion	Authority's Response
1.		
1.1.	Clause 1.1.7: Construction period and eventual extension thereof may be excluded from concession period. Counting of initial concession period of 30 years should begin from the date of COD.	Agreed, The Concession period of 30 years will be in addition to the Construction period of three years
1.2.	Clause 1.5. Bid Processing Fee: We being MSME unit are exempted from deposit of Cost of Bid document and Bid Processing Fee in Govt/ Semi-Govt/ PSU. Please issue the necessary amendment for exemption for interested bidders belonging to MSME.	Bid processing Fees will be exempted. For all the Bidders
1.3.	Clause 1.7.1: Please allow our authorized third party to carry our pre-bid site assessment.	<p>Bidders / their team of experts,/ authorized third party can visit the site with prior intimation to District Tourism Development Officer and UTDB. DTDO, Head Quarter & Uttarkashi, will coordinate the site visit,</p> <p>Mr Atul Bhandari, DTDO Uttarakhand Tourism Development Board. Pt. Deen Dayal Upadhaya Paryatan Bhawan Near ONGC Helipad, Garhi Cantt., Dehradun E-mail :- bhandari.pro@gmail.com, Mob No- 7895737015.</p> <p>Name:- Mr Prakash Singh Khatri. DTDO, Uttarkashi Near Collectrate Uttarkashi Mob. No. 8954615410, E- mail- dtdouki@gmail.com PIN- 249193</p>

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1.4.	Clause 1.8.	Bid Security: Under Atmanirbhar 3.0 announced by Finance Ministry, GOI, Bid Security is advised to be replaced with Bid Declaration. Please issue suitable amendment.	The Bidders can submit bid security declaration instead of Bid Security / Earnest Money, but in case of default of the selected bidder by not signing the concession agreement or otherwise, an amount equivalent to the bid security shall be recovered from the selected bidder as land revenue for his default. Bid Declaration Form is attached as Annexure V-B of the Bid document.
1.5.	Clause 2.2.3 (A) inter alia 3.2.3:	Specified Costs of project for Category I bidder to qualify is too high especially considering the fact of project cost involved in executing aerial ropeway projects in India in last 10 preceding years . Therefore, more than specifying project costs, experience in designing and building certain number of aerial ropeway projects and its Operation & Maintenance on BOO/BOOT basis in PPP in last 10years would be ideal. Otherwise a sum-total of all executed projects during that period equivalent of your specified project cost to be made acceptable. We seek a suitable amendment in subject clause.	For Technical Qualification, the prospective Bidder can have the technical experience of ropeway sector as well as construction experience of other infrastructure projects, which shall also be accounted for the technical qualification as per the bid conditions. No change, Current bidding condition will remain.
1.6.	Clause 2.2.3 (B):	The Net worth mentioned is on higher side. A downward revision is necessary.	No change, Current bidding condition will remain.
1.7.	Clause 2.2.4:	At least O&M of Aerial Ropeway project for last 3 years without any antecedent of fatal accident during that period to be qualified as eligibility criteria irrespective of high project costs. We seek a suitable amendment in subject clause.	No change, Current bidding condition will remain.
1.8.	Clause 2.3:	We propose reconsideration of payment schedule for Project Development Expenses, Success Fee and Reimbursement of payment for the lease deed.	No change, Current bidding condition will remain.
2.			
2.1.	Page no. 28 Section 2.3.3 -	Success Fees The Selected Bidder shall be required to make following Success Fee payments in terms hereof and more particularly the Letter of Award ("LoA") to be issued by the Authority in terms hereof with regard to award of the Project to Selected Bidder. Success Fees amounting to a total of INR 6.673 Crores + GST or other applicable Taxes	

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	<p>Considering the economic slow-down scenario the success fee, add up to the financial burden to the developer. Also considering the precedence of many authorities not demanding any success fee in PPP projects like ropeway projects, We request authority to kindly consider waiver on success fee.</p>	<p>No change, Current bidding condition will remain.</p>
<p>2.2. Page no .13 Section 1.8</p>	<p>Bid Security Apart from the Bid processing fees and cost of Bidding document mentioned above, the Bidders shall also furnish as part of their submission for the Bid Document, non-refundable bid security for a sum of Rs. 1,67,00,000 /-</p> <p>Considering the global economic crisis due to Covid pandemic we request the authority that Bid security to be waived off and Bid security Declaration Form to be filled and submitted as per Office Memorandum of Ministry of Finance dated 12th Nov,2020 attached as Annexure-I.</p>	<p>Already replied at point no 1.4 above.</p>
<p>2.3. Page no. 14 Section 1.9</p>	<p>Bid Parameter C) "Realizable Fee" means all user fees and any other revenues (gross revenues) due and realizable under the Concession Agreement where Fee means the charge levied on and payable by a User using any of the Project Facilities or a part thereof, in accordance with the Concession Agreement and any other income derived by the Concessionaire directly or indirectly from the operations of all the Project Facilities in the project area including but not limited to rental and other payments received from sub-lessees, if any and all other revenues accruing from the use of the Project Facilities</p> <p>We request the authority to restrict the "Realizable Fee" means only the user fee; where Fee means the charge levied on and payable by a User using Ropeway Facility. This would give the developer to compensate for the development and O&M expenses of the ropeway project facilities.</p>	<p>No change, Current bidding condition will remain.</p>
<p>2.4. Page no .21 Section 2.2.3</p>	<p>In case of a Consortium, the combined Technical Capacity and Net Worth of those Members, who have and shall continue to have an equity share of at least 26% (twenty six percent) each in the SPV, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 2 (Two) years from the date of full</p>	

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	<p>commercial operation of the Project, hold equity share capital of not less than: (i) 26% (twenty six percent) of the subscribed and paid up equity of the SPV; and (ii) 5% (five percent) of the Total Project Cost specified in the Concession Agreement.</p> <p>We request the authority to relax the clause as; In case of a Consortium, who have and shall continue to have an equity share of at least 26% (twenty six percent) each in the SPV; provided that each such Member shall, for a period of 2 (Two) years from the date of full commercial operation of the Project, hold equity share capital of not less than: (i) 26% (twenty six percent) of the subscribed and paid up equity of the SPV.</p>	<p>No change, Current bidding condition will remain.</p>
2.5.	<p>Page no.9 Section 1.1.3 - 4) Minimum Development Obligations / Mandatory Project Facilities</p> <p>The Concessionaire is required to adopt an approved technology specifically for construction and operation of the ropeway and its associated structures as per the BIS / CEN/ European/ Canadian/ American Codes</p> <p>We request the authority to kindly consider modification in the clause as; The Concessionaire is required to adopt an approved technology specifically for construction and operation of the ropeway and its associated structures as per the CEN/ European/ Canadian/ American Codes. Considering the proven and reliable technology as per CEN/ European/ Canadian/ American Codes.</p>	<p>No change, Current bidding condition will remain.</p>
2.6.	<p>Page no.10 Section 1.1.3 - 6)</p> <p>Environment & Forest Clearance</p> <p>EIA clearance is to be procured by the selected Developer and the Authority will assist the Concessionaire in getting the EIA Clearance. All the expenditure for preparation of EIA Clearance documents, Public Hearing, Consultant Fess and all the Statutory payments for the EIA clearances shall be borne by the Concessionaire.</p> <p>We request the authority to modify the clause as; EIA clearance is to be procured by the Authority. All the expenditure for preparation of EIA Clearance documents, Public Hearing, Consultant Fess and all the Statutory payments for the EIA clearances shall be borne by the Concessionaire. This has been a practice followed by few of the</p>	<p>The Environment clearance will be the responsibility of the Authority, but all the cost for preparation of EIA Clearance documents, Public Hearing, Consultant Fess and all the Statutory payments for the EIA clearances shall be borne by the Concessionaire.</p>

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	government agencies to fast forward the ropeway projects in India and in turn helps to attract developers to the project with all the clearances in place.	
3.		
3.1.	<p>Clause 3.2.1 (iv) - Core sector' would be deemed to include power generation, transmission lines, ports, airports, roads, highways, expressways, bridges, tunnels, airfields, railways, metro rail, telecom, industrial parks/estates, logistic parks, pipelines, irrigation, water supply, sewerage, hotels and real estate development (excluding residential flats unless they form part of a real estate complex or township which has been built by the Bidder).</p> <p>Our company has completed many works of Residential Projects under PMAY (PradhanMantriAwasYojana) and 5 hospital Projects under PMSSY (PradhanMantriSwasthyaSurakhaYojana).</p> <p>The value of these works during the last 05 years is in excess of INR 1500 Cr. Since the word real estate complexes is mentioned in the clause can we deem that Residential Buildings of the Government also fall under the same clause and can be used to represent in the tender. Hotels are used but Hospitals and Government Housing Projects are not mentioned.</p> <p>Shall be grateful if you can please accord priority.</p>	<p>The payments made for the Residential Projects excluding cost of land, can be accounted for technical qualification under real estate development.</p>
4.		
4.1.	<p>RFP 1.1.3 -Approximate Project Area.</p> <p>A. PRIVATE LAND i. Near Lower Terminal Point 1.787 Hectare at Kharsali village, (1.777) Hectare Private land has already been acquired and housed in the SPV namely Yamunotri Project Company Private Limited) & remaining 0.100 Hectare private land at lower terminal station will have to be acquired by the selected developer at his own cost.</p> <p>The land yet to be acquired is 0.01 hectares and not 0.1 hectare. Requests amend accordingly.</p> <p>We further request the authorities to acquire the 0.01 hectares of</p>	<p>Within the lower terminal area this plot of 0.01 Hectare, was not acquired as the land owner demanded very high land rate than that was paid to the other land owners for acquiring the lower terminal area land. The plot owner has given in writing to DM for exchanging his plot with equal land area along the boundary of the lower terminal area, So, land area in the Lower Terminal area shall be 1.777 Hectare.</p>

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		private land and include it in the cost to be borne by the concessionaire, Kindly also provide the land detail maps for LTP and UTP, please also mark the 0.01 hectare of private land to be acquired at LTP.	The private land map showing Khasra number is annexed as Annexure-1, the land at upper terminal is totally forest land that has already been leased to the project SPV.
4.2.	RFP 1.1.3	<p>Minimum Development Obligations / Mandatory Project Facilities.</p> <p>“(50% of the Guest House accommodation built at the old survey hut location and forest rest house shall be at the disposal of the forest department/ DFO Barkot and these rooms / accommodations shall be maintained by the selected developer at its own cost).”</p> <p>Please clarify whether this pertains to existing/new accommodation. Request elaborate scope for construction and maintenance. (In terms of area/ rooms required)</p>	<p>The Forest Inspection house and labour huts are in a very dilapidated condition. Forest Department has desired that 50% of the developed accommodation should be at the discretion of DFO, Barkot, Presently labour hutment are used by the fire watcher team of forest Department and generally they are staying continuously for a fortnight or more. Presently, the Forest Inspection House is fully damaged and not liveable. The successful Bidder can provide at least two rooms free of cost to the forest Officials and 6 Dormitories' beds for the stay of forest Official on official duty. The maintenance of these accommodations shall be done by the selected Developer at his own cost, The visiting Forest Officials will inform well in advance regarding the requirement of the accommodation in advance. The area of Forest Rest House is 25m x 20m and that of tubular shed is 30m x 20m only.</p> <p>Note:- Forest Department / DFO Barkot is to be informed regarding No of Guest House rooms / dormitories that shall be provided by the Developer for official use of Forest Official on communicating the tour programme in advance to the ropeway Developer</p>
4.3.	RFP 1.1.3	<p>Concession Period.</p> <p>The refurbishment would be required to be completed by the concessionaire during the period between 28th & 30 years from the appointed day.”</p> <p>Please elaborate refurbishment requirement. The normal practice is that the ropeway is handed over to the authority in sound operational condition as confirmed by the independent engineer.</p>	This Clause shall be applicable only in case when the Developer is not interested in extension of lease deed beyond 30 years. Refurbishment shall be done as per the recommendations of the Independent Engineer.
4.4.	RFP 1.1.7	<p>Concession Period.</p> <p>30 (thirty) years including construction period from the appointed day as per the terms of the concession agreement..</p>	Agreed, The Concession period of 30 years will exclude the Construction period of three years, reply 1.1 above.

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		Request the authorities to exclude the construction period from the concession period. The concession period should commence from the COD.	
4.5.	RFP 1.7.1	<p>Bidders are invited to examine the Project Site in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids in response to this RFQ cum RFP for award of the Concession including implementation of the Project. The Preliminary Feasibility Report (PFR) comprising details of the project site and the existing facilities therein is being provided only as a preliminary reference document to the Bidders for information.</p> <p>We request the authorities to provide the PFR at the earliest.</p>	On the request of the Bidders, Soft copy of PFR shall be made available to the bidders through E-mail.
4.6.	RFP 1.8	<p>Bid Security.</p> <p>Apart from the Bid processing fees and cost of Bidding document mentioned above, the Bidders shall also furnish as part of their submission for the Bid Document, non-refundable bid security for a sum of Rs. 1,67,00,000 /- (Rupees One Crore Sixty seven Lakh Only) 1 (the "Bid Security") from a nationalized / Scheduled Bank in India or a foreign bank having a branch in India and acceptable to the Authority.</p> <p>The authorities are requested to waive the bid security in line with the provisions provided in Govt of India, MOF, office memorandum No F.9/4/2020 dated 12th Nov 2020 (copy att). MMRDA, Maharashtra and many other states have already waived bid security for the Mahavirnagar – Gorai project citing this office memorandum.</p> <p>In the event the bid security is not waived we would request the authorities to accept the bid security in the form of an FD.</p> <p>The bid security clause says that it is non-refundable, please clarify.</p>	<p>Already replied at point no 1.4 above.</p> <p>The bid security can also be furnished in the form of FDR pledged in the name of CEO, UTDB,</p>
4.7.	RFP 2.2.1(c))	If the Bidder is submitting any documents, created or originating from outside the Republic of India, such as work experience certificate(s), financial detail(s), power of attorney(s), undertaking(s), documentary evidence(s), qualifying document(s), etc. (collectively "Foreign Documents") then the Bidder, before any such Foreign Document(s)	

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	<p>are sent to India for the purpose of applying towards this Project, shall be required to get each and every page of such Foreign Document(s), duly authenticated/ embossed/ legalized/ notarized from the Indian Embassy/Indian High Commission situated in the country from where such Foreign Document(s) were created or are originating from. Such authentication/ embossment/ legalization/ notarization from the Indian Embassy/Indian High Commission shall also apply to all such document(s) that are in a language other than English, which shall compulsorily be required to be translated (as the true translated copies of the original) by a duly certified/ authorized /qualified Translator, supported by the affidavit of the said translator, certifying the correctness of the English translation. In case of any inconsistency between the original Foreign Document and its English translation, the latter shall prevail and be held binding on such Bidder. Supporting materials, which are not translated into English, may not be considered. However, in the case of Foreign Document(s) created or originating from countries that have signed, ratified and have made operational the Hague Convention abolishing the requirement of legalization for foreign public documents, 5 October, 1961 - "Hague Legalization Convention, 1961", the Bidders may affix an 'Apostille" sticker on each and every page of their Foreign Document(s) [including all commercial document(s) duly notarized]. Thereafter, the Bidder shall be compulsorily required to get all such "Apostilled" Foreign Document(s) approved, certified and attested from the Indian Embassy /Indian High Commission in that country where the 'Foreign Document(s)' were created or are originated from or the Ministry of External Affairs, Government of India, New Delhi and the Bidder/s shall follow any other norms/guidelines laid by the Ministry of External Affairs, Government of India, New-Delhi in this subject.</p> <p>In tenders issued by MMRDA and UKMRC in recent months the only document required to be apostilled for documents originating out of India is the 'Power of Attorney'. The rest of the documents can then be authenticated (provided on company letter head and duly stamped) by the person who has been given the Power of Attorney. We would request the authorities to amend this clause and make apostille</p>	<p>No change, Current bidding condition will remain.</p>

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	mandatory only for the Power of Attorney.	
4.8.	<p>Financial Capacity: The Bidder shall have a minimum Net Worth (hereinafter defined) of Rs. 41.75 Crores (Rupees Forty One crores and Seventy Five Lakh only) at the close of the financial year immediately preceding the Bid Due Date (the “Financial Capacity”). In case of a Consortium, the combined Technical Capacity and Net Worth of those Members, who have and shall continue to have an equity share of at least 26% (twenty six percent) each in the SPV, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 2 (Two) years from the date of full commercial operation of the Project, hold equity share capital of not less than: (i) 26% (twenty six percent) of the subscribed and paid up equity of the SPV; and (ii) 5% (five percent) of the Total Project Cost specified in the Concession Agreement.</p> <p>Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at AppendixVII (the “Jt. Bidding Agreement”) for the purpose of submitting their Bid. The Jt. Bidding Agreement, to be submitted along with the Technical Bid, shall, inter alia: convey the intent to execute the Project with shareholding/ ownership equity commitment(s) in accordance with this RFQ cum, RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium; clearly outline the proposed roles and responsibilities, of each member; commit the minimum equity stake to be held by each member in the Concessionaire during the Lock-in-Period; commit that each of the members, whose experience will be evaluated for the purposes of this RFQ-cum-RFP, shall subscribe to 26% (twenty six percent) or more of the paid up and subscribed equity of the Concessionaire and shall further commit that each such member shall, for a period of 5 (Five) years from the date of commercial operation of the Project, hold equity share capital not less than (i) 26% (twenty six percent) of the subscribed and paid up equity share capital of the Concessionaire; and</p>	

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	<p>(ii) 5% (five percent) of the Total Project Cost specified in the Concession Agreement members of the Consortium undertake that they shall collectively hold 100% (one hundred percent) of the subscribed and paid up equity of the Concessionaire at all times commencing from the date of purchase of the equity shares of the Concessionaire, until the Appointed Date and at least 51% (fifty one percent) of the subscribed and paid up equity of the Concessionaire at all times until the 5th (Fifth) anniversary of the Commercial Operation Date of the Project; include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; and (h) except as provided under this RFQ-cum-RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.</p> <p>16. I/ We acknowledge and undertake that our Consortium was qualified and shortlisted on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for a period of 5 (five) years from the date of commercial operation of the Project, hold equity share capital not less than:</p> <p>(i) 26% (twenty six percent) of the subscribed and paid-up equity of the Concessionaire; and</p> <p>(ii) 5% (five percent) of the Total Project Cost specified in the oncession Agreement.</p> <p>We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership. I/We acknowledge and undertake that, I/We shall have the direct equity shareholding in the issued and paid up equity capital of the Concessionaire, not less than 100% (one hundred percent) at all times commencing from the date of incorporation of the Concessionaire, until the Appointed Date.</p> <p>17. I/ We acknowledge and undertake that I/We shall collectively hold at least 51% (fifty one percent) of the subscribed and paid up equity of the Concessionaire at all times until the 5th (fifth) anniversary of the</p>	

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	<p>commercial operation date of the Project.</p> <p>It shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3 and that the {Selected Bidder/ Consortium Members}, together with {its/ their} Associates, hold not less than 51% (fifty-one percent) of its issued and paid up Equity as on the date of this Agreement; and that no member of the Consortium whose technical and financial capacity was evaluated for the purposes of pre-qualification and short-listing in response to the Request for Qualification shall hold less than 26% (twenty six percent) of such Equity during the Construction Period</p> <p>Clause 2.2.3 requires consortium members to mandatorily hold 26% equity stake/5% of project cost whichever is higher for a period of 2 years after full commercial operation.</p> <p>However Clause 2.2.7 (g) and letter comprising bid para 16 require the consortium members to retain the aforementioned stake for a period of 5 years after COD, also called the lock in period.</p> <p>The concessionaire agreement requires the retention of aforesaid stake for the duration of the construction period.</p> <p>There appear to be 3 different versions of the same requirements for the duration of equity stake holding and conflicting with each other. This may please be clarified.</p>	<p>Provisions of Clause 2.2.3 shall be applicable for other Clauses also. Some clerical mistakes have occurred while typing the document. The members of the consortium on the basis of whose Technical Capacity and Financial Capacity, the Consortium was qualified and shortlisted of those of its Members who shall, for a period of 2 (Two) years from the date of commercial operation of the Project, hold equity share capital not less than:</p> <p>(i) 26% (twenty six percent) of the subscribed and paid-up equity of the Concessionaire; and</p> <p>(ii) 5% (five percent) of the Total Project Cost specified in the concession Agreement.</p> <p>Necessary amendment have been made in the Bid Document,</p>
4.9.	<p>The Bidders shall enclose with their Technical Bid, to be submitted as per the format at Appendix-II, complete with its Annexure, the following:</p> <p>(i) Certificate(s) from statutory auditors of the Bidder or its Associates or the concerned client(s) stating the payments made/received or works commissioned, as the case may be, during the past 5 (five) years (immediately preceding the Bid Due Date) in respect of the projects specified in paragraph 2.2.3(A) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), the</p>	

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	<p>Bidder should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and</p> <p>(ii) Certificate(s) from statutory auditors of the Bidder or its Associates specifying the net worth of the Bidder, as at the close of the financial year (immediately preceding the Bid Due Date), and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.3 (B). For the purposes of this RFQ cum RFP, net worth (the "Net Worth") shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders; and</p> <p>(iii) Certificate(s) from statutory auditors of the Bidder or its Associates or the concerned client(s) stating the O&M Experience, as per clause 2.2.4 above. In case O&M of a project has been jointly done by the Bidder (as part of a consortium), he should further support his claim for the share by producing a certificate from its statutory auditor or the client.</p> <p>We would request the authorities to amend this requirement to say "Certificate from certified Chartered Accountants" instead of "Certificate from statutory auditors".</p>	<p>Agreed, Certificate(s) from certified Chartered Accountants/ or Certified statutory auditors is to be submitted</p>
4.10.	<p>RFP 2.3.1</p> <p>The Selected Bidder would be required to make the following payments:</p> <p>i) Project Development Expenses,</p> <p>ii) Success Fee.</p> <p>iii) Transfer of Project SPV namely Yamunotri Project Company Pvt Ltd by purchasing 100% equity shares of the SPV at par with face value,</p> <p>iv) Reimbursement of payments made for the lease deed of Forest / Private land.</p> <p>Please specify the reimbursements at serial (iv). Do these refer to</p>	<p>Yes, the reimbursements at serial (iv). Schedule A costs /</p>

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	Schedule A and costs mentioned therein (LTP – Rs 93.05 lacs and UTP&ROW – Rs 65.793 lacs). Please clarify.	Lease of land (LTP – Rs 93.05 lacs and UTP&ROW – Rs 65.793 lacs).
4.11.	RFP 2.3.2 Project Development Expenses: The Selected Bidder shall pay to the UIPC Ltd a sum of INR.79,79,000/- [Rupees Seventy Nine Lakh & Seventy Nine Thousand only] (upto 31.12.2020) plus applicable GST. at the rate of SBI-BPLR (i.e. 13.45% p.a.) calculated till actual date of payment... Please provide breakup of the sum of amount INR.79,79,000/- [Rupees Seventy Nine Lakh & Seventy Nine Thousand only] as also the interest component and duration.	The Yearly Audited Expenditure figures/ balance sheets of SPV shall be made available to the selected developer. The details of expenditure shall be made available while transferring the project SPV to the successful bidder. Interest on PDE beyond 31.12.2020 will not be charged.
4.12.	RFP 2.3.3 Success Fee. “ The Selected Bidder shall be required to make following Success Fee payments in terms hereof and more particularly the Letter of Award (“LoA”) to be issued by the Authority in terms hereof with regard to award of the Project to Selected Bidder. Success Fees amounting to a total of INR 6.673 Crores + GST or other applicable Taxes, shall be paid in the form of Demand Drafts (DD) issued by a nationalized / Scheduled Bank in India”. This project would entail substantial investment upfront owing to terrain and weather peculiarities. We would request the authorities to reconsider and review the success fee for a downward revision.	No change, Current bidding condition will remain.
4.13.	RFP 2.3.5 2.3.5.1 The Payment of Project Development Expenses to UIPC Ltd and Success Fee to UTDB stated in above Clause 2.3.2 & 2.3.3 above, shall be made as per the following Mile Stones:- - Execution of Concession Agreement - 15% - After the Environment, forest clearance and Utility shifting prior to start of construction - 25% - Commercial Operation Date @ 12% per year for five years from the Commercial Operation. 2.3.5.2. Other Payments specified at Clause No 2.3.2., 2.3.3 & 2.3.4 shall be payable prior to signing of Concession Agreement & Transfer of Project SPV namely “Yamunotri Projects Company Private Limited	On account of purchasing share of project SPV namely Yamunotri Project Company Pvt Ltd at par 10,000 shares @ ₹10/ share amounting to ₹1,00,000.00 Transfer of Forest Land for the Project including compensatory afforestation, NPV etc. ₹65.793 Lakh Cost of Private land 1.777 Hectare amounting to ₹ 93.05 Lakh

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		Sub clause 2.3.5.1 gives a schedule of payment for Project Development Expenses and Success Fees, however sub clause 2.3.5.2 requires it to be paid prior to signing of concession agreement. Please rectify the anomaly.	Clause 2.3.5.2 is amended as below:- 2.3.5.2. Other Payments specified at Clause No 2.3.1(iv) & 2.3.4 shall be payable prior to signing of Concession Agreement & Transfer of Project SPV namely "Yamunotri Projects Company Private Limited
4.14.	RFP 3.2.6	Bidder's experience shall be measured and stated in terms of a score (the "Experience Score"). The Experience Score for an Eligible Project in a given category would be eligible payments and/or receipts specified in Clause 2.2.3 (A), divided by one Crore and then multiplied by the applicable factor in Table 3.2.6 below. Please elaborate on how the factor for experience score will impact the selection of bidder. Is it only for technical evaluation?	This Technical experience is for the Qualifying purpose only.
4.15.	Appen dix 1	Project Information. Responsibility of the Authorities. "The State Government will assist the Developer in procurement of land, Environment clearances/ wild life clearance (if applicable) The cost of getting the forest & Environment clearance shall be borne by the selected Developer". The authorities are requested to take up critical clearances like environment, forest, wildlife etc to expedite the process. This should be conditions precedent required to be fulfilled by the authorities	No change, Current bidding condition will remain.
	RFQ cum TFP Clause Table 1.3, Point No 4 Sub point iii	Minimum Development Obligations i) At Lower Terminal Point:- ➤ Ropeway Station Building, passenger holding area, Ticket Counter, Administration Office, service area, Security Counters, Restaurants & shops, Public Conveniences and accommodation for the tourist etc..	Minimum Development Obligations ii) At Lower Terminal Point:- ➤ Ropeway Station Building, passenger holding area, Ticket Counter, Administration Office, Adequate Parking for cars and buses, service area, Security Counters, Restaurants & shops, Public Conveniences and accommodation for the tourist etc..
4.16.	CA 6.1.6(b)	The State Government / Authority shall also assist the selected Developer in procurement of land for ropeway towers & intermediate terminal station subsequent to finalization of design.	The tower foundation shall be within the right of way, this provision has been made in case any new land has to be procured due to bearing capacity or other topographical / geomorphological features at site.

SN	Queries / Suggestion	Authority's Response
	The towers shall be within the 10m ROW. Would the concessionaire require to procure land for towers. Is it correct to assume that ROW procured is forest land.	
CA 9.1(a) P. No. 49	Rs 1.67 Crores (Rupees One Crore and sixty seven Lakh only) (equivalent to one percent of the Total Project Cost) shall be paid within 90 (ninety) days from the signing of this Agreement or on an earlier day acceptable to the Authority, (Development Period)	Rs 1.67 Crores (Rupees One Crore and sixty seven Lakh only) (equivalent to one percent of the Total Project Cost) shall be paid at the time of signing of Concession Agreement.
4.17. CA 9.4	<p>Operation Period Performance Security. "The Developer shall for the performance of its obligations hereunder during the "Operation Period", provide to the Authority prior to or on the Commercial Operations Date, an irrevocable and unconditional guarantee from a Bank for a sum amounting to < 2.5% of the estimated project cost for the first year of operation period (first year operation performance security) or equal to previous years gross revenue, which ever is higher (the operation period performance security)</p> <p>Request the authorities to clarify on the percentage of estimated project cost for the first year of operation period.</p>	<p>There are some typo errors .this clause is read as ;-</p> <p>"Operation Period Performance Security. "The Developer shall for the performance of its obligations hereunder during the "Operation Period", provide to the Authority prior to or on the Commercial Operations Date, an irrevocable and unconditional guarantee from a Bank for a sum amounting to 2.5% of the estimated project cost for the first year of operation period (first year operation performance security) or equal to previous years gross revenue, which ever is higher (the operation period performance security)"</p> <p>The estimated project cost as per the PFR is INR166.82 Crores. i.e. First year performance security @ 2.5% works out to INR 4.171 Crores</p>
4.18. CA10. 4	<p>Site to be free from Encumbrances.</p> <p>The Site shall be made available by the Authority to the Concessionaire pursuant hereto free from all Encumbrances and occupations and without the Concessionaire being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the acquisition and use of such Site for the duration of the Concession Period, except insofar as otherwise expressly provided in this Agreement.</p> <p>This contradicts payment clause of the RFP wherein the concessionaire is being asked to pay for expenses of land acquisition/transfer.</p> <p>Please clarify.</p>	<p>The clause simply means that the selected developer shall have to pay only the amount mentioned in the Bid document. No other hidden charges shall be recovered from the selected developer.</p>

SN		Queries / Suggestion	Authority's Response
4.19.	CA 11.2	<p>Shifting of obstructing utilities.</p> <p>The Concessionaire shall, subject to Applicable Laws and with assistance of the Authority, undertake shifting of any utility including electric lines, water pipes and telephone cables, to an appropriate location or alignment within or outside the Site if and only if such utility causes or shall cause a material adverse effect on the construction, operation or maintenance of the Yamunotri Ropeway. The cost of such shifting shall be borne by the Concessioner, and in the event of any delay in shifting thereof, the Concessionaire shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be. It is requested that shifting of obstructing utilities should be the authority's obligation as this would involve other government departments.</p>	<p>No change, Current bidding condition will remain.</p>
4.20.	CA 26.2.2	<p>Additional Concession Fees</p> <p>“Without prejudice to the provisions of Clause 26.1, the Concessionaire agrees to pay to the Authority after COD , a Gross Revenue share in the form of an additional Concession Fee equal to ----- of Gross Revenue-Sixteen point two five percent-in words) (“Premium”).....:</p> <p>The figure in words, sixteen point two percent for additional concession fees appears to be an error. Please clarify.</p>	<p>This is a clerical mistake, sixteen point two percent was wrongly written and the amended Clause is to be read as</p> <p>““Without prejudice to the provisions of Clause 26.1, the Concessionaire agrees to pay to the Authority after COD , a Gross Revenue share in the form of an additional Concession Fee equal to ----- % of Gross Revenue -----percentage in words) (“Premium”).....:</p>
4.21.	CA Sched ule D	<p>Annexure 2</p> <p>“The Concessionaire is required to design, fabricate, procure and assemble all Plant, Machinery, equipment and other components of the ropeway as per the provisions of BIS or American or CEN or European or Canadian codes. Wherever BIS codes are not available American or CEN or European or Canadian codes shall be followed.”</p> <p>The clause is contradictory. Request amend Annexure D to include relevant CEN standards.</p>	<p>The Amended Clause is:-</p> <p>“The Concessionaire is required to design, fabricate, procure and assemble all Plant, Machinery, equipment and other components of the ropeway as per the provisions of BIS or American or CEN or European or Canadian codes.”</p>
4.22.	Techn ical	<p>Request provide information pertaining to:</p> <ul style="list-style-type: none"> - High Flood Level (HFL) of the river. -Minimum clearance required from the HFL to the bottom of the cabin. 	<p>This project is proposed along Yamuna River, the HFL will vary from point to point, HFL at a particular location (tower foundation or at any other place) shall be collected and will be provided from the concerned department by the Authority during the design of structures.</p>

SN	Queries / Suggestion	Authority's Response
	-Minimum clearance required from the bottom of the cabin to the top of trees, pathways shops and streets.	Forest Department vide its order dated 06 th August 2019 has directed that the ropeway should be constructed 5m above the tree lines. Minimum clearances above HFL and various intermediate structures falling in the ropeway alignments shall be as per relevant Code provisions.
4.23.	<p>General</p> <p>Is there any action plan by the authorities for providing alternate employment to the people handling ponies and palanquins after the ropeway project comes up? There is an existing mode of transport in the form of ponies and palanquins etc. which may get displaced because of the ropeway. The state government should take the responsibility of the rehabilitation of these people. Any losses due to agitation which prevent either the construction or the operation of the ropeway should be borne by the state.</p>	State government will assist the developer in the rehabilitation of the project affected people specially the people driving ponies and palanquins after the construction of ropeway. The Developer will have to facilitate and provide alternative employment to the project affected persons as per the State Policy.
5.		
5.1.	<p>The project construction period should be increased from 1095 days (3 years) to 1825 days (5 years) Due to the difficult terrain and closure of roads towards the winter Season, the no. of working days at the site will only by 6 months of the year. As such the effective no. of days given for ropeway construction shall roughly be less than 2 years which is significantly low and may be considered for increase.</p>	<p>The construction period of three years i.e 1095 days shall be counted from the date of getting all statutory clearances. Generally, the work in the vicinity of lower terminal area can continue round the year, interruption of work due to hostile weather conditions is , generally. for a very limited period.</p> <p>The Authority may consider extension of construction period, in case of abnormal bad weather conditions.</p>
5.2.	<p>What is the status of Water & Electricity at the project site? UTDB should undertake to provide at its own cost the provision for Utilities (Water, Electricity, etc.)</p> <p>It will be unfeasible for the Concessionaire to coordinate with various agencies and provide from its own pocket, the expenses to get the relevant utilities till the project site. A significant time shall also be consumed in this process without which it may not be possible to commence construction work.</p>	<p>Water Supply & Electricity is available in the vicinity of both the Terminal stations, i.e at Kharsali village and near Yamunotri Temple.</p> <p>The connection for water supply and Electricity will be taken by the selected developer at his own cost. The Authority will assist in getting these connections. To save time application for both the connections should be made well in time.</p>
6.		

SN	Queries / Suggestion	Authority's Response
6.1.	That electricity and water connections for the project till the proposed lower and upper terminal point boundaries are obtained by the Authority. The Concessionaire should be responsible for all electrical and water works needed for the project within both the terminal sites consequently.	As stated in 5.2 above, the selected bidder shall be responsible for installation of water supply and electric connections at the lower terminal station and Upper Terminal station, the authority will assist the developer in getting the connection.
6.2.	That the environment and forest clearances along with an unencumbered right of way along the alignment are provided by the Authority to the Concessionaire. The costs involved in getting the environment and forest clearances can be borne by the Concessionaire.	Forest lease deed has already been signed and only EIA clearance is to be taken. As per the bid document the EIA clearance shall be obtained by the Authority on behalf of the Concessionaire. All payments for EIA .clearance shall be borne by the Concessionaire.
6.3.	To share with us the detailed wind, and weather data of the lower and upper point of the proposed ropeway for the last 5 years.	The desired meteorological data is not being observed at the ropeway site by the Authority. The developer can get this data with the concerned Government Department; UTDB will assist the developer in getting this data, and will give any undertaking if required.
6.4.	<p>General</p> <p>Members of Consortium Single Person who has a Net Worth of Rs.500 Crore and with ITRs submitted but Un Audited should be permitted as a member of consortium with 26% equity.</p> <p>Audited Balance Sheets are a must for Corporate. There are individuals in India with Net Worth many times more than what is stipulated. They should be permitted to finance this holy and prestigious project as they consider it a pride.</p>	Individual with high net worth without balance sheet shall be considered provided they are submitting the Complete Income Tax return as has been uploaded on the Income tax portal containing details of all the assets & liabilities.
6.5.	<p>Pg 50 Clause 3.2.4</p> <p>For a project to qualify as an Eligible Project under of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Bid Due Date, and only the payments (gross) made or received, as the case may be during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, payments/receipts made or received in respect of projects having a capital cost of less than Rs.34.00 Crores (Rupees Thirty-Four Crores) shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods, or equipment except when such goods or equipment form part of a turn-key construction contract/EPC contract</p>	

SN	Queries / Suggestion	Authority's Response
	<p>for the project. Further, the cost of land shall not be included hereunder.</p> <p>Most overseas companies on qualifying experience certificates do not have the equivalent words Turnkey/EPC used and in lieu have words of Design, Construction, Supply, Erection and Maintenance.</p> <p>Design, Construction, Supply, Erection should be considered as equivalent to Turnkey/EPC.</p>	<p>Design, Construction, Supply, Erection are part of the EPC contracts and experience of Design, Construction, Supply, and Erection shall be considered for technical qualification.</p>
6.6.	<p>General Site Visit</p> <p>Would like to have the site visit</p> <p>Please advise if UTDB would like to organize jointly for few organizations on a specific date or companies should visit on their own with intimation to UTDB</p>	<p>Individually developers may undertake visit singly or jointly with advance intimation to DTDO, Uttarkashi as detailed in para 1.3 above/</p>
6.7.	<p>Please clarify on the number of operational days allowed for the proposed ropeway.</p>	<p>There is no restriction on the operation of ropeway except the administrative directions due to the safety requirements by the local administration.</p>
6.8.	<p>Please also clarify if the current opening and closing durations of the Yamunotri temple (which is usually limited from May to November each year) are proposed to be extended post the start of the ropeway operation.</p>	<p>Opening and closing of the temple is decided as per the astronomical computations and traditions, any decision regarding extension of opening of the temple can be taken by the religious saints / seers.</p>
6.9.	<p>Kindly share the detailed Project Feasibility Report undertaken by the UTDB.</p>	<p>At the request of the Bidder, PFR shall be made available in soft through E-mail.</p>

CORRIGENDIM- II

Tender Ref No :- /UTDB/ Dehradun Dated 13th July 2021

Title :- RFQ-cum-RFP for development of Aerial Passenger Ropeway from Kharsali (Uttarkashi) to Yamunotri Temple, Uttarakhand, India on DBFOT basis through PPP,

Based on the Instructions issued by Department of Expenditure, M/o Finance via OM No. F.9/4/2020-PPD dated 12th November 2020 on Bid Security/ Earnest Money Deposit, Corrigendum to the subject RFP/ Tender is hereby notified as following:

- i. The requirement of furnishing documents during the Pre-qualification Bid by the bidders (as indicated in Clause 1.8 of the RFQ cum RFP document) is hereby revised to include the Bid Security Declaration (as per the revised Annexure “V-B” enclosed herewith) in lieu of the earlier requirement of submitting Earnest Money Deposit (EMD) / Bid security of INR 1.67 Crore. Under the subject RFQ cum RFP, wherever the term referred as “Earnest Money Deposit (EMD)/ Bid Security” shall henceforth denotes “Bid Security Declaration as per revised Annexure “V-B” (enclosed herewith)” for all kind of understanding without changing the essence of the relevant RFQ cum RFP clauses. Consequently, under Section 1, the description details given against the Clause No 1.8 “Bid Security /Earnest Money Deposit (EMD) in the form of a Bank Draft or Bank Guarantee” to be read as “Bid Security Declaration to be submitted by the bidders as per the revised Annexure “V-B” (enclosed herewith). Please read “Proposals without Bid Security Declaration in the prescribed format shall be summarily rejected” instead of the given in existing Clause No 1.8 under Section 1 of the RFQ cum RFP document that “Proposals without Bid Security / Earnest Money in the prescribed format shall be summarily rejected”
- ii. Keeping in view of the submission of Bid security Declaration instead of bid security, Clause No 9.1 (a) (p.no. 49) of the Concession agreement shall be amended as below.

Amended Clause 9.1 (a):-

INR 1.67 Crores (Rupees One Crores and sixty seven Lakh only) (equivalent to one percent of the Total Project Cost) shall be paid at the time of signing of concession agreement.

- iii. All other Terms and Conditions remain same as mentioned in RFQ cum RFP/Tender documents.

(Chief Executive Officer)
Uttarakhand Tourism Development Board
Pandit Deen Dayal Upadhaya Paryatan Bhawan
Garhi Cantt (Near ONGC Helipad),
Dehradun

Annexure “V-B”

(Bid security declaration: Intending bidders shall have to submit bid security declaration on non-judicial stamp paper duly notarized.)

Bid Securing Declaration Form

(On the letter head of the Bidder)

Date

To,

The Chief Executive Officer
Uttarakhand Tourism Development Board
Pandit Deen Dayal Upadhaya Paryatan Bhawan
Garhi Cantt (Near ONGC Helipad),
Dehradun

I/We, The undersigned, declare that:

I/We understand that bids must be supported by a Bid Securing Declaration. I/We accept that I/We may be disqualified from bidding for any contract with you/ GoU for a period of three years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We :-

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity or its extended period, if any; or
- b) having been notified of the acceptance of our Bid by the Authority during the period of bid validity
 - (i) fail or refuse to execute the contract, if required, or
 - (ii) fail or refuse to furnish the Performance Bank Guarantee, in accordance with the Instructions to Bidders.
- c) If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid; or
- d) If there is a discrepancy between words and figures quoted by the bidder and the bidder does not accept that the amount in words prevails over amount in figure.

I/We understand this Bid Securing Declaration shall cease to be valid

- i. we are not the successful Bidder;
- ii. the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- iii. the receipt of your notification of the name of the successful Bidder;
- iv. thirty days after the expiration of our Bid.
- v. the cancellation of the procurement process; or
- vi. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed: -----(insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____(insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a consortium, the Bid Securing Declaration must be in the name of all partners to the consortium that submits the bid)