



Department of Tourism, Government of Uttar Pradesh

Paryatan Bhawan, Gomti Nagar, Lucknow



Lucknow, Dated: March 1, 2016

Operation of Tourist Guest Houses / Units of Tourism Department of Government of Uttar Pradesh Response to Pre-bid Queries for the Pre-Bid held on 10th February, 2016

No	Queries received	Response
1.	<p>The Draft agreement mentions that the successful bidder will have an option / right of first refusal. Sir, the successful bidder would be investing a substantial amount in the property to make it commercially operational. The project will have a gestation period of close to 15 years which will be the time required to recover the investment which will have to be made in the property to make it commercially viable. We propose that you grant an automatic renewal to the current successful bidder after 30 years. The concession fees applicable for such renewal after the end of the first 30 years should be the concession fees paid to the "Authority" in the last i.e. 30th year of operation of the Property. A further extension for 30 years shall be provided on the same terms after the end the 2nd term of 30 years (i.e. after the end of 60 years from the date of award of first contract as per the current proposal)</p>	<p>Extension of contract for a further period of 30 years after the expiry of 30 years concession period to be done by Authority by mutual agreement in case of no substantial performance issues on part of the Developer.</p>
2.	<p>Please increase the lease period from 30 years to 60 years.</p>	<p>Extension of contract for a further period of 30 years after the expiry of 30 years concession period to be done by Authority by mutual agreement in case of no substantial performance issues on part of the Developer.</p>
3.	<p>Please define Associate relationship for the purpose of this bid.</p>	<p>For purposes of this RFP, Associate means, in relation to the Bidder / Consortium Member, a person who directly or indirectly, controls, is controlled by, or is under the common control with such Bidder/ Consortium Member. As used in this definition, the expression</p>

No	Queries received	Response
		<p>“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. (Page 16 of the RFP)</p>
4.	<p>As per Clause 2.2.2.1 (A) (ii) on page 18, the bidder should be in operation of Tourism/ Hospitality business for the last three financial years. Our proposal is that if the directors of the bidder company 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 Clause 2.2.2.1 (A) (ii)</p>	<p>Agreed</p>
5.	<p>Minimum Development Obligations</p>	<p>Investment as per the approved Business Plan to be undertaken by the Developer. 50% of the estimated project cost should be invested in first year, balance to be invested in next four years.</p>
6.	<p>Do you mean that a Proprietorship Firm, Trust, Cooperative Society, etc. which are not a Registered Partnership Firm under the Partnership Act or Limited Liability Firm incorporated under the incorporated under the relevant Indian Law or a Company Incorporated under the Companies Act, can't participate in the bid?</p>	<p>Bid Condition prevails</p>
7.	<p>Eligible Parties – Can a firm registered with a government department with valid sales tax, TIN / PAN participate?</p>	<p>Bid Condition prevails</p>
8.	<p>Is this correct that the Concession Fee is NOT payable for the Construction Period? If yes, why as there shall be no Gross Revenue?</p>	<p>Concession Fee is not payable for first 18 months of the Concession Period or till COD, whichever is earlier for the non-operational properties. Concession Fee is not payable for first 6 months of the Concession Period or till COD, whichever is earlier for operational properties. List of Operational Properties:</p>

No	Queries received	Response
		<ul style="list-style-type: none"> ✓ Sonauli ✓ Sankisa ✓ Mahoba ✓ Neemsar ✓ Kapilvastu ✓ Bateshwar ✓ Deogarh ✓ Vrindavan ✓ Deva Shareef ✓ Tiger Den Pallia ✓ Gokul Restaurant ✓ TRC Mathura <p>List of Non-operational Properties:</p> <ul style="list-style-type: none"> ✓ Sukratal ✓ Radha Kund ✓ Gokul Gaon ✓ Barsana ✓ Hargaon ✓ Narora ✓ Kachhala ✓ Bhadohi ✓ Chunar ✓ Shikohabad ✓ Munshiganj ✓ Soron ✓ Bhupia Mau ✓ Kandhla ✓ Patna Pachhi Vihar ✓ Deoriya ✓ Devkali ✓ Khurja

No	Queries received	Response
		<ul style="list-style-type: none"> ✓ Sandi Jheel ✓ Ramgarh Taal ✓ Bithoor ✓ Nangla Chandrabhan ✓ Basti ✓ Kalinger
9.	How much concession free time the authority will give to upgrade / rebuild / renovate the property.	<p>Concession Fee is not payable for first 18 months of the Concession Period or till COD, whichever is earlier for the non-operational properties.</p> <p>Concession Fee is not payable for first 6 months of the Concession Period or till COD, whichever is earlier for operational properties.</p> <p>List of Operational Properties:</p> <ul style="list-style-type: none"> ✓ Sonauli ✓ Sankisa ✓ Mahoba ✓ Neemsar ✓ Kapilvastu ✓ Bateshwar ✓ Deogarh ✓ Vrindavan ✓ Deva Shareef ✓ Tiger Den Pallia ✓ Gokul Restaurant ✓ TRC Mathura <p>List of Non-operational Properties:</p> <ul style="list-style-type: none"> ✓ Sukratal ✓ Radha Kund ✓ Gokul Gaon ✓ Barsana ✓ Hargaon ✓ Narora

No	Queries received	Response
		<ul style="list-style-type: none"> ✓ Kachhala ✓ Bhadohi ✓ Chunar ✓ Shikohabad ✓ Munshiganj ✓ Soron ✓ Bhupia Mau ✓ Kandhla ✓ Patna Pachhi Vihar ✓ Deoriya ✓ Devkali ✓ Khurja ✓ Sandi Jheel ✓ Ramgarh Taal ✓ Bithoor ✓ Nangla Chandrabhan ✓ Basti ✓ Kalinger
10.	<p>The "Construction period" allowed by the Authority has been mentioned as 1 year. Sir, to make the property operational and to get it at par with international standards, substantial work needs to be done which will not be possible to be completed in 1 year. Our proposal is to extend this "Construction period" to 2 years.</p>	Agreed
11.	<p>What will be the status of ownership of movable assets at the end of the lease period? Our proposal is that leased and movable assets not considered for the purpose of calculating the "minimum investment" required for the property shall be allowed to be removed by the "Developer".</p>	Agreed
12.	<p>Please review of minimum investment and upfront premium. – If the developer can achieve the desired standard of services viz. 3 star or 2 star as required in lesser investment than that proposed in the</p>	<p>Developer needs to submit and get the Business Plan approved from the Authority as a Conditions Precedent. The investment should be according to the approved Business Plan otherwise penalty and</p>

No	Queries received	Response
	bidding document? What are the steps the Authority will take in case the developer makes a lesser investment during the specified time period?	termination process in accordance with the Agreement would be undertaken.
13.	<p>Revenue generated by the property has also been kept as the basis for calculating "Concessions Fees". Further, the concessions fees will be increased by a minimum of 5% from the "Concession Fees" paid in the previous year. So if the property makes excessive revenue in a particular year, the base for the Concessions fees payable to the Authority will be permanently increased by that amount for the balance period of lease of the property. This could lead to unfair and unrealistic calculation of concessions fees. The hospitality trade has cycles like any other business. It is possible that the property makes excessive revenues in a particular year but makes a loss in the next year. In such a case, the "Developer" will have to pay a substantial "Concession Fees" due to the base for calculating such fees being increased on the basis of revenue generated in the previous year.</p> <p>Our proposal is that the concession fees should not be linked to the revenue and only the Bid amount should be the basis of calculation such "Concession fees". The increase of 5% year on year shall be calculated on the bid amount and not on the last paid Concession fees. Alternatively, if the concession fees have to be linked to the revenue, then the average revenue for the last 3 years shall be considered as the base for such calculation of "Concession Fees". So our proposal is that the concession fees should be the higher between the following two:</p> <ul style="list-style-type: none"> • Concession fees as per the bid amount increased year on year by 5% • 5% of the average revenue for the last 3 financial years 	<p>Bid Condition prevails</p> <p>The reconciliation of concession fee payment will be carried out at the end of the year, based on audited financial accounts of the developer.</p>
14.	Business Plan – Will the developer need to get the Business Plan approved from the Authority before start of construction? What are the cases in which Authority can withhold / deny / delay approval? –	Developer needs to submit and get the Business Plan approved from the Authority as a Conditions Precedent.

No	Queries received	Response
	If the developer can achieve the desired standard of services viz. 3 star or 2 star as required in lesser investment than that proposed in the bidding document, will the Authority approve the Business Plan in such case?	
15.	The proposal does not clarify whether there are any existing employees of the tourism properties. If there are, what are the financial / legal commitments the bidders will have to make with respect to these existing employees? Will there be a limitation on employing new people. Our proposal is that the new bidder should not be liable to take old employees as its own employees in the current arrangement. Further, the successful bidder shall not be liable for any financial commitment made to these employees or any statutory dues like provident fund, ESI or similar dues towards these employees.	<p>Agreed</p> <p>Authority will transfer existing employees if any to other units prior to handover, and the successful bidder shall not be liable for any financial commitment towards these employees.</p>
16.	Are there are pending utility bills like electricity, water, etc. to be paid for the above mentioned property. Are there any other pending statutory dues like property taxes, etc.? If there are any pending dues, will the bidders be responsible for paying these dues? Our proposal is that the successful bidder should not be liable to pay any such amounts.	<p>Agreed</p> <p>Successful bidder will not be liable to pay any pending utility bills or pending statutory dues.</p>
17.	Is there any debt due on the above mentioned property? Our proposal is that all such dues should be cleared by the Authority and the property should be handed over to the successful bidder free of any such encumbrances.	<p>Agreed</p> <p>All such dues, if any, shall be cleared by the Authority and the property shall be handed over to the successful bidder free of any such encumbrances.</p>
18.	The building plans, site layout, services plan and other relevant drawings are not a part of the proposal. We request you to make a copy of the same available to us to make a correct evaluation of the amounts required to refurbish the property and to correctly estimate the revenues that can be generated from the property.	<p>Bidders are requested to undertake site inspection to assess the investments required.</p>
19.	As per Point No 2.13.2.(iv) on page 27 of the proposal, balance sheets of the preceding 5 years has been asked for. Is this required as the	<p>Bidders are required to submit balance sheets of three (3) preceding years.</p>

No	Queries received	Response
	evaluation criterion mentions evaluating the balance sheets for the preceding 3 years? Point No 3.4.1 on Page no 34 mentions submitting balance sheets only for the preceding 3 years	
20.	In point No 17 on page 44, the annual turnover asked for has to be the last audited financial year or average of the last 3 financial years?	Average annual turnover of three preceding years has to be filled.
21.	In point No 5 on page 47, under the heading – “Detail of Commencement of Business” - What details are required to be mentioned. We propose that these details should not be asked for as part of the proposal as they are not relevant to the award of the contract or operation of the said property.	Date of commencement of business as per incorporation certificate or partnership deed is to be filled
22.	Point No 2 on Page 51 – If the bidder does not show the Annual Income from Tourism / Hospitality services separately in the balance sheet, can they submit a certificate from a Qualified Chartered Accountant certifying the turnover from the Hospitality services.	Agreed
23.	Kindly describe “DESIGNING”, “DEVELOPING” and “UPGRADING”, mentioned in Para 1.1.2 of the RFP at Page No. 8.	Bid condition prevails
24.	On expiry of the Concession Period of 30 years (mentioned in Para 1.2.5 at Page 11 of the RFP), can the Developer take away all the assets which are not permanently fixed to the ground including the temporary constructions and materials used for the temporary construction?	All the investment made in the tourism units shall become the property of UP Tourism
25.	This new arrangement under this proposal should be covered under the new Tourism policy as declared by the Uttar Pradesh Government. The benefits of subsidies, interest rate concessions, stamp duty waivers and all other benefits available to new developments shall also be available to the successful bidder. The investment that would go into developing this property will be more or less equal to the investment that goes into developing a new tourism infrastructure. Hence, the benefits available for development of new tourism infrastructure under the new tourism policy shall also be available to the developers.	Bid Condition prevails

No	Queries received	Response
26.	The successful bidder should be provided concessions / waivers on electricity, water, other utility charges, etc. for the first 10 years of the operation of the said property. Further, exemptions shall be provided on Luxury tax, Sales tax, Entertainment tax, etc. for the first 10 years of operation.	Bid Condition prevails
27.	Is this correct that a bidder who has no experience of Tourism and Hospitality business can take part in the bidding process in case he is into a business other than Tourism / Hospitality and that business is registered on or before 01.04.2012?	Bid Condition prevails This condition needs to be satisfied in addition to the other conditions specified in the bidding documents
28.	Is this correct that a bidder who as on 31.03.2015, has net worth of Rs. 1,88,70,000, can take part in the bidding process irrespective of the fact that he is not into the business of Tourism and Hospitality for RTB Ramgarh Taal?	Bid condition prevails This condition needs to be satisfied in addition to the other conditions specified in the bidding documents
29.	Is this correct that a bidder who, between 31.03.2012 to 31.03.2015, on an average has an annual turnover of Rs. 1,02,30,000 from a business other than the Tourism / Hospitality, can take part in the bidding process irrespective of the fact that he is not in the business of Tourism and Hospitality for RTB Ramgarh Taal?	Bid condition prevails This condition needs to be satisfied in addition to the other conditions specified in the bidding documents
30.	Is it necessary to have one member having experience in Tourism / Hospitality business {mentioned in Para 2.2.1.6v at page 17 of the Request for Qualification cum Proposal (RFP)} in case the bidder falls under the category mentioned in Para 2.2.2.2 at page 18 of the RFP?	No Bidders need to demonstrate eligibility either as per 2.2.2.1 or 2.2.2.2
31.	Whether Upfront Premium of Rs. 30 lacs is payable only for the first year? Is this not a fact that as per sub-Para 6 of Para 1.2.5 of the RFP at Page No. 11 of the RFP, the same is payable only in the first year?	Upfront premium has to be paid once prior to signing of the Agreement with the Authority
32.	Is this correct that the Upfront Premium is payable only for the Construction Period? If no, why?	Upfront premium has to be paid once prior to signing of the Agreement with the Authority
33.	Kindly describe "TOURIST PROPERTY" mentioned in Para 1.1.3 of the RFP at Page No. 8.	Tourism Property refers to the Name of the Project specified in the table in Para 1.1.1 of the RFP at Page No. 8
34.	Reference Para 1.2.5 of the RFP at Page No. 10 and 11: Which year shall be considered as the 6th year?	The year starting from the fifth anniversary of the handover of the property shall be considered as the sixth year

No	Queries received	Response
35.	Is this a fact that the concession fee is payable in advance at the beginning of the year, as mentioned in sub-Para 4 of Para 1.2.5 at Page No. 11 of the RFP?	Yes
36.	Upfront Premium and the Concession Fee should be accepted in instalments instead of advance at the beginning of the year.	Bid condition prevails
37.	Extension – Since the submission of bids require intensive work on part of applicants including market assessment, investment assessment, and requires taking significant business and commercial risk on part of the investor, we would request the Authority to kindly extend the submission deadline by two weeks to enable the potential applicants to submit a well-judged bid for the project.	Bid Due Date extended to 29th March, 2016 up to 2:00 PM
38.	In Line No. 2 of the sub-Para 3 of Para 1.2.5 at of Page 11 of the RFP, the term “second” should be replaced with “third”. If no, why and how the same is correct?	Bid condition prevails
39.	In Line No. 2 of the sub-Para 3 of Para 1.2.5 at of Page 11 of the RFP, the term “operations after the words second year of” should be clarified. Does this not actually mean that the third year shall be calculated from the date of grant of concession?	Bid condition prevails
40.	Please describe the word “COD” mentioned in Para 2.3.1 at Page No. 21 of the RFP.	“COD” shall have the meaning set forth in Article 15.1 of Volume II – Draft Development Agreement
41.	Whether the Developer shall be bound by any conditions related to the rates, terms and conditions and about the operation and running of the project?	Developer shall be bound by the terms and conditions of the Agreement to be entered according to the draft provided as part of bidding documents
42.	The penalty for late payment of the Upfront Premium and the Concession Fee should be clarified.	Refer to Corrigendum 1
43.	Para 2.2.3 at Page No. 19 of the RFP is probably applicable ONLY to the bidders under the category mentioned in Para 2.2.2.1 at Page No. 18 of the RFP. Please clarify.	Bid condition prevails The applicability has been specified in the said clause
44.	Will the developer make TDS deduction in payment of upfront premium & concession fee to the Authority?	No
45.	Sarai Act – Will there be any impact?	Yes, selected bidder would need to register under the Sarai Act

No	Queries received	Response
46.	Whether the corporation will after the execution of lease deed continue to promote tourism of the units including in its website and extend room booking / online room booking as well as its logo and seal to the Vrindavan, Kalinger, Sankisa, Mahoba units during the period of lease and if yes will the corporation charge for the same and what will be the same?	Bid Condition prevails Developer is required to undertake its own branding and marketing activities for the unit.
47.	Whether in case for development, construction and renovation the loan is applied from financial institutions like bank will the corporation will sign in as a tri-party member of the agreement with the bank and recommend and facilitate the loan.	No Developer needs to arrange funding on its own strength
48.	Whether the corporation will execute agreement with the firm to build and sale multi storey living units flats etc. and marketing complex over part of the approx. unused and unconstructed land of Vrindavan, Kalinger, Sankisa, Mahoba units to raise funds required for construction and development of hotel units and if yes on what terms and conditions	Developer can only undertake activities allowed under tourism policy of the state government
49.	Whether the corporation will bear pre-lease liabilities over the Vrindavan, Kalinger, Sankisa, Mahoba property and provide free from encumbrance certificate in respect of bill and loans specifying the following as current and till date and what is the current status of following: <ul style="list-style-type: none"> • Property loan • Water tax • Electricity Bills And or any other liability if any	Department will clear all the existing liabilities prior to handover
50.	Whether the corporation will make available the existing furniture and fixture like electrical and water fittings to the lease firm in respect of Vrindavan, Kalinger, Sankisa, Mahoba property or will charge for the same.	Department will hand over the site on as-is where-is basis on handover date
51.	Whether the lease firm had to undertake liability to retain existing staff of the Corporation on the Vrindavan, Kalinger, Sankisa, Mahoba	Selected bidder will not have to retain the staff of the corporation

No	Queries received	Response
	units or is free to manage and run by its own staff.	
52.	Whether the rebates and relaxation in form of taxes etc. available to the Vrindavan, Kalinger, Sankisa, and Mahoba units will be extended to the lease form after execution of lease deed, and what are the same.	Bid condition prevails
53.	Whether after execution of lease deed of units the corporation will transfer right to receive rent to the firm of the existing ATM room of bank existing over the units	Bid condition prevails
54.	Please clarify the control and check points by the DG, Tourism or any other Government Authority, to which the Developer shall be subject to/ bound to adhere to.	Developer shall adhere to the terms & conditions specified in the Bidding Documents
55.	Whether if after or before execution of lease deed, in favour of promoting, international and national religious pilgrimage in Vrindavan, Kalinger, Sankisa, and Mahoba, the firm/s can enter into agreement to build up a temple / monastery and rooms for tourist and pilgrimage is permissible or not.	No Developer can undertake activities allowed under tourism policy of the state government
56.	Whether the corporation will give an undertaking to the effect that apart from the conditions given in the advertisement it will not cancel the lease irrespective of the political scenario of the state	Bid condition prevails
57.	The papers saying the Concession Fee will escalate every year @ minimum rate of 5% or on the basis of Indexation parameter. First the escalation should be on every three year on fixed rate basis rather on variable basis and not on yearly basis. If it is on indexation parameter then how will the same will be monitor. Is any working had been done on the same?	Bid condition prevails
58.	The fee as decided will be inclusive of all applicable taxes and the bidder will deduct the income tax as per rules.	No deduction by the developer
59.	The authority will hand over all the assets present at the property to the bidder	Department will hand over the site on as-is where-is basis on handover date
60.	Please let us know whether the development will be restricted to present covered area or we can increase the covered area for the	Developer needs to submit and get the Business Plan including new construction approved from the Authority as Conditions Precedent.

No	Queries received	Response
	development	The investment should be according to the approved Business Plan
61.	Please explain whether the authority will be providing the complete property as mentioned or already leased out property with the present leased holder	Bid condition prevails
62.	Please explain what will happen to the present staff working there	Selected bidder will not have to retain the staff of the corporation. Corporation will transfer staff.
63.	That is not clear that present government employee on any of the project will be shift & all the previous liability of any type be clear prior to this agreement for the subject property.	Selected bidder will not have to retain the staff of the corporation. Corporation will transfer staff and clear all outstanding liabilities.
64.	That as per para 1.1.8 (Invitation for Proposal) period for the venture proposed by any of the bidder is 30 years. As the agreement for the subject Property will be registered with the department of registration by paying the appropriate stamp duty. In case of 30 years lease, stamp duty shall be considered as property being sold and liable to be paid on the circle rate - Cost of land & building. This point can alone fail the entire bid as it become more non-profitable in proportion with the investment in the project. If the lease is for 29 years, stamp duty shall be liable in accordance with the lease rent as the property is being lease out.	Bid condition prevails
65.	Net worth of the bidder: How it can be ascertain either by solvency certificate duly issued by any authority or other way. It may kindly be clear.	Bidders have to submit a certificate from statutory auditor / chartered accountant in the format specified in the tender document
66.	Is there any fixed time frame for the investment?	Developer will have to make investments according to the approved Business Plan
67.	Will a JV between a non-tourism and tourism firm be eligible to qualify under Tourism experience criteria?	Yes, in case the turnover of the tourism firm meets the eligibility criteria
68.	In case of JV, the process will have to be done by both the firms or by lead firm only?	Bid Condition prevails
69.	Bhadohi – Since the building is not in usable state, it would have to be taken down, and fresh construction undertaken. We request you to increase the construction period to at least three years from the	Construction Period has been increased to two years.

No	Queries received	Response
	current one year.	
70.	Barsana – Since the building is not in usable state, it would have to be taken down, and fresh construction undertaken. We request you to increase the construction period to at least three years from the current one year.	Construction Period has been increased to two years.
71.	RTB Deva Shareef – We understand from local discussions that the building is taken over by Deva Shareef Management Committee during the annual fair. What will be provisions applicable for the private developer in this case? We request you to cancel the arrangement and handover the property for the entire duration of the lease.	The property will be handed over to the selected bidder for the entire lease period
72.	RTB Devgarh – Will the developer be allowed to undertake new construction if required?	Construction at the site can be undertaken after procuring all necessary clearances as required according to the site conditions
73.	RTB Kalinger – Will the developer be allowed to undertake new construction if required?	Construction at the site can be undertaken after procuring all necessary clearances as required according to the site conditions
74.	RTB Soron – Some private person is already running the property. Please clarify if this property will be given on lease through this bidding process?	Bid Condition prevails
75.	RTB Nangla Chandrabhan – We understand from local sources that this property is in the possession of an NGO. Please clarify if this property will be given on lease through this bidding process?	Bid Condition prevails
76.	The time provided for complying with Conditions Precedent is very less considering the requirements. It should be extended to at least 180 days.	Agreed
77.	It is submitted that under technical and financial capacity it is required to provide Net worth of preceding financial year and average annual turnover for the last three financial years from 2012-13, 2013-14 and 2014-15 on the basis of audited balance sheet. Bid submission date is 02 March 2016 and further process may take another one or two months i.e. end of financial year 2016. As such, it is requested that the Net worth may be taken as in the	Bid Condition prevails.

No	Queries received	Response
	<p>current year i.e. 2016 so that if there is any shortfall that can be made good before bidding. Similarly average annual turnover may be reckoned with for three years from 2013-14, 2014-15 and 2015-16 with the condition that audited balance sheet of last two years and provisional B/S of current year must be submitted along with the bid documents. Audited B/S of current year must be submitted before the end of Sept. 2016. Consequently, technical capacity clause 2.2.2.1 (A) (i) and 2.2.2.2 (A) (i) may need to be suitably amended to include bidders incorporated / registered on or before 1st April 2013. Such amendment, if carried out, may enlarge the number of bidders to participate in the bidding process.</p>	
78.	<p>RTB Munshiganj – The upfront premium and estimated investment is very high considering the physical and commercial situation of the property. It is requested to reduce the same.</p>	<p>Bid Condition prevails</p>
79.	<p>RTB Bhupia Mau – The utilizable area is reduced due to the 2.65 kV electricity line through the property. Hence the bid amount should be reduced.</p>	<p>Bid Condition prevails</p>
80.	<p>RTB Sonauli – I have some inhibitions regarding the EPC here that is over 5 crores. Also the current political situations here are not encouraging. So, I would like to suggest your team that a careful review should be done for the EPC and UPFRONT PREMIUM of Sonauli project.</p>	<p>Bid Condition prevails</p>
81.	<p>In the eligibility criteria under Technical Capacity Clause 2.2.2.1 (A) (i) and clause 2.2.2.2 (A) (i), it is stipulated that the bidder shall have been in the existence (incorporated / registered) on or before 1st April 2012. But under Financial Capacity clause 2.2.2.1 (B) (ii) and 2.2.2.2 (B) (ii) average annual turnover for the last three financial year (i.e. 2012-12 (should be 13), 2013-14, 2014-15) is being considered. Last date for submission and opening of bid is 2nd March 2016 i.e. close of financial year 2015-16 which constitute to about last four years. Therefore you are requested to allow those</p>	<p>Bid Condition prevails</p> <p>2012-12 should be read as 2012-13</p>

No	Queries received	Response
	<p>companies to be eligible which are incorporated on or before 1st July 2013 (having completed 9 months of operation during 2012). As such Minimum average annual turnover of financial year 2012-12 (9 months), 2013-14, 2014-15 on the basis of the audited balance sheet and of year 2015-16 (up to Dec. 2015) on the basis of provisional balance sheet as certified by CA may be taken into consideration. Above point may be considered sympathetically and favourable decision may be taken to broaden the eligibility criteria.</p>	
82.	<p>Another issue is minimum Net worth criteria under Financial Capacity Clause 2.2.2.1 (B) (i) and 2.2.2.2 (B) (i) which is being reckoned as at the end of the preceding financial year (i.e. 2014-15) whereas current financial year is also at the close. Therefore you are requested to allow reckoning of Net worth as at the end of current financial year (i.e. 2015-16) as certified by CA on the basis of provisional balance sheet of three quarters of financial year 2015-16. Above point may be considered sympathetically and favourable decision may be taken to broaden the eligibility criteria.</p>	Bid Condition prevails
83.	<p>Para 2.25.1 of Volume I – Bid Security : The Bid Security money of Rs. 12.58 Lacs can be given by way of Demand Draft/Banker Cheque/Bank Guarantee and the validity period as mentioned should not be less than 240 days from Bid Due date. However the demand Draft and Banker cheque are only valid for 3 months. Please clarify as to how the same will be treated if we deposit bid money through DD/banker Cheque.</p>	Applicant will be required to get the DD revalidated after 90 days
84.	<p>Para 1.1.3 of the Volume – I: States that “scope of work will be broadly include developing/upgrading.....” Whether the words developing / upgrading includes dismantling of the old structure and constructing a new one?</p>	Agreed
85.	<p>3. Para 5.1.1 of the Volume – 2 : States that “The Developer will design, finance, construct / upgrade, develop, operate, manage and maintain Project Facilities on the Site within first anniversary of the</p>	50% of the estimated project cost should be invested in first year, balance to be invested in next four years.

No	Queries received	Response
	Appointed Date". Whether this means that the entire project investment cost is to be spent in first year itself and the project must run commercially within 12 months of appointment?	
86.	In 1 st sub-Para of Para 1.2.5 at Line No. 12 of Page 11 of the RFP, the term "made" should be replaced with "shall be received". If no, why and how the same is correct?	Bid Condition prevails
87.	In 1 st sub-Para of Para 1.2.5 at Line No. 13 of Page 11 of the RFP, the term "Relevant" should be clarified?	Bid Condition prevails
88.	In Line No. 2 of the sub-Para 3 of the Para 1.2.5 at of Page 11 of the RFP, the term "second year of operation" should be clarified considering the fact that the contract has been awarded on 01.09.2016?	Bid Condition prevails
89.	In Line No. 3 of the sub-Para 3 of the Para 1.2.5 at of Page 11 of the RFP, the term "to the second year" should be replaced with "up to second year". In case, no why?	Bid Condition prevails
90.	Para 1.2.6 at Page No. 12 of the RFP need to be clarified.	Bid Condition prevails
91.	Who can be an Associate for the purpose of one mentioned in Para 2.2.1 (v) mentioned at Page No. 17 of the RFP?	The said Para 2.2.1 (v) has been deleted.
92.	The last date of tender submission is 2 nd March, 2016. We intend to participate in the said tender, however we were only able to receive the information on said tender very late due to which we will not be able to participate or submit the said tender within said timeframe. Hence we would request to extend the timeline of tender submission up to 25 th March, 2016.	Bid Due Date extended to 29th March, 2016 up to 2:00 PM

Director General,
Directorate of Tourism
Government of Uttar Pradesh

Directorate of Tourism, 4th Floor, Paryatan Bhawan, C-13, Vipin Khand, Gomti Nagar, Lucknow - 226010