



Ropeways and Rapid Transport System Development Corporation HP Ltd.

प्रदूषण मुक्त यातायात के लिए हिमाचल की पहल

**"CONSTRUCTION OF ROPEWAY BETWEEN CHANDIGARH
MANALI NATIONAL HIGHWAY (NEAR PANDOH DAM
RESERVOIR) AND MATA BAGLAMUKHI TEMPLE (BAKHLI)
DISTRICT MANDI IN HIMACHAL PRADESH ON ENGINEERING,
PROCUREMENT AND CONSTRUCTION (EPC) MODE- CEN
STANDARD INCLUDING COMPREHENSIVE OPERATION AND
MAINTENANCE FOR PERIOD OF FIVE (05) YEARS"**

REQUEST FOR PROPOSAL (RFP)

Volume I

December-2020

By

**ROPEWAYS AND RAPID TRANSPORT SYSTEM
DEVELOPMENT CORPORATION,**

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**Construction of Ropeway on Engineering,
Procurement and Construction (EPC) Mode-
CEN Standard including Comprehensive
Operation and Maintenance for period of Five
(05) years**



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VOLUME I
Request for Proposal
(Instruction to Bidders)

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ROPEWAYS AND RAPID TRANSPORT SYSTEM DEVELOPMENT CORPORATION H.P LIMITED (RTDC) (Address US Club – Shimla -1)

Notice Inviting Bid

Bid ID No.:- **XXXX**

Dated: **XXXX**

RFP for Construction of Ropeway Between Chandigarh Manali National Highway (Near Pandoh Dam Reservoir) And Mata Baglamukhi Temple (Bakhli) District Mandi In Himachal Pradesh On Engineering, Procurement and Construction (EPC) Mode- CEN Standard including Comprehensive Operation and Maintenance for period of Five (05) years”

The scope of work will broadly include Design, Engineering, Development, Construction, Testing, Commissioning, Comprehensive Operation & Maintenance for Five years of CEN Standard Ropeway Project thereof. Details of the facilities to be developed are given in Volume III in this RFP

The Chief General manager, RTDC now invites bids from eligible contractors for the following project:

Name of work	Estimated cost In Cr[†]	Completion period	Operation and Maintenance period	* Total Length approx. (m*)
Construction of Ropeway Between Chandigarh Manali National Highway (Near Pandoh Dam Reservoir) And Mata Baglamukhi Temple (Bakhli) District Mandi In Himachal Pradesh On Engineering, Procurement and Construction (EPC) Mode- CEN Standard including Comprehensive Operation and Maintenance for period of Five (05) years	₹41,95,51,000 (Indian Rupees- INR Forty-One Crores Ninety-Five Lakhs Fifty-One Thousand Only)	09 Months	60 Months	700 meters



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* It's an indicative length and not binding on RTDC, bidders have to do their own due diligence for ascertaining the same

† It's an indicative cost and not binding on RTDC, bidders have to do their own due diligence for ascertaining the same

The RFP document can be downloaded from the web-site <https:hptenders.gov.in> Entire tender process will be carried out on line through above mentioned website. The RFP document can only be viewed from RTDC's website i.e. www.rtdchp.org. The Bidder can also collect Tender documents from the office of RTDC. At the time of procuring the Bid documents from RTDC, the Bidder shall pay to RTDC a sum of ₹. 10,000/- (Indian Rupees-INR Ten Thousand Only) + 18% GST as non-refundable cost of the Bidding documents (the "Processing Fee").. In case, the Bidding document is downloaded from the website, then the Bidder will pay a sum of ₹ 10,000/- (Indian Rupees-INR Ten Thousand Only) + 18% GST as non-refundable cost of the Bidding documents during the submission of the Bid.

The Bidder shall furnish as part of its Bid, a Bid Security of ₹ **83,92,000** (Indian Rupees-INR Eighty-Three Lakhs Ninety-Two Thousand Only). Bid Processing fee and Bid Security shall be paid through online payment as per bank details mentioned in Tender document.

The Bidder shall be required to submit the Bid in hard bound cover as specified in Clause 2.12.

(Signature)
Chief General Manager
Ropeways and Rapid Transport System Development Corporation H.P Limited
US Club – Shimla -1



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DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(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 Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this BID Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder JV or Contractor as the case maybe for the Project and the Authority reserves the right to reject all or any of the Bidders or BIDs without assigning any reason



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whatsoever.

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

GLOSSARY

Agreement	As defined in Clause 1.1.4
Authority	As defined in Clause 1.1.1
Bank Guarantee	As defined in Clause 2.20.1
BID(s)	As defined in Clause 1.2.2
Bidders	As defined in Clause 1.2.1
Bidding Documents	As defined in Clause 1.1.5
BID Due Date	As defined in Clause 1.1.5
Bidding Process	As defined in Clause 1.2.1
BID Security	As defined in Clause 1.2.4
BID Price or BID	As defined in Clause 1.2.6
Contractor	As defined in Clause 1.1.2
Construction Period	As defined in Clause 1.2.6
Conflict of Interest	As defined in Clause 2.2.1(b)
Defect Liability Period	As defined in Clause 1.2.6
Eligible Experience	As defined in Clause 2.2.2.5 (i)
Eligible Projects	As defined in Clause 2.2.2.5 (i)
EPC	As defined in Clause 1.1.1
EPC Contract	As defined in Clause 1.1.2
Estimated Project Cost	As defined in Clause 1.1.3
Feasibility Report	As defined in Clause 1.2.3
Financial Capacity	As defined in Clause 2.2.2.3 (i)
Government	Government of Himachal Pradesh
Lowest Bidder	As defined in Clause 1.2.6
LOA	As defined in Clause 3.3.4
Net Worth	As defined in Clause 2.2.2.5 (ii)
Performance Security	As defined in Clause 2.21.1
Additional Performance Security	As defined in Clause 2.21.1
Project	As defined in Clause 1.1.1
Re. or Rs. or INR or ₹	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Selected Bidder	As defined in Clause 3.3.1
Technical Capacity	As defined in Clause 2.2.2.1 (A)
Tie BIDs	As defined in Clause 3.3.2

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

SECTION 1

INTRODUCTION

1.1 Background

1.1.1 The Ropeways and Rapid Transport System Development Corporation H.P. Limited (RTDC) (the “**Authority**”) is engaged in the development of Tourism in the State of Himachal Pradesh and as part of this endeavour, the Authority has decided to undertake development along with operation and maintenance of the CEN Standard Ropeway Project (the “**Project**”) through an Engineering, Procurement and Construction (the “**EPC**”) Contract, and has decided to carry out the bidding process for selection of a Bidder to whom the Project may be awarded. Brief particulars of the Project are as follows:

Name of the Work	Length in Km	Estimated Project Cost (In Rs. cr.)	Completion Period
Construction of Ropeway Between Chandigarh Manali National Highway (Near Pandoh Dam Reservoir) And Mata Baglamukhi Temple (Bakhli) District Mandi In Himachal Pradesh On Engineering, Procurement and Construction (EPC) Mode- CEN Standard including Comprehensive Operation and Maintenance for period for Five (05) years”	700 m Approx.	₹41,95,51,000 (Indian Rupees- INR Forty-One Crores Ninety-Five Lakhs Fifty-One Thousand Only	09 Months

1.1.2 The selected Bidder (the “**Contractor**”) shall be responsible for designing, engineering, procurement and construction of the Project under and in accordance with the provisions of an engineering, procurement and construction contract (the “**EPC Contract**”) to be entered into between the Contractor and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto. The Contractor shall also be responsible for the Comprehensive Operations and maintenance of the project for Five years. The scope of work will broadly include

(i) Design, Engineering, Development, Construction, Testing, Commissioning, Operation & Maintenance for Five years of a CEN Standard Ropeway System between Chandigarh Manali National Highway (Near Pandoh Dam Reservoir) and Mata Baglamukhi Temple (Bakhli) District Mandi in Himachal Pradesh with approx. length of 700 Mtrs on EPC Basis as per the Project details set out in this Agreement and its Schedules.

- (ii) development, construction, installation & operation of aerial ropeway as per CEN Standard and arrangements for connectivity between Lower Terminal Point (LTP) at Chandigarh Manali National Highway (Near Pandoh Dam Reservoir) and Upper Terminal Point (UTP) at Mata Baglamukhi Temple (Bakhli) as per the requirements and standards mentioned in this Agreement.
- (iii) Performance and fulfilment of all other obligations of the Contractor in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Contractor under this Agreement of the Project during the Defect Liability Period, which shall be for period of 2.5 years from completion of Construction work and on issuance of Completion certificate

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

1.1.4 The Agreement sets forth the detailed terms and conditions for award of the project to the Contractor, including the scope of the Contractor’s services and obligations.

1.1.5 The Authority shall receive BIDs pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the “**Bidding Documents**”), and all BIDs shall be prepared and submitted in accordance with such terms on or before the BID due date specified in Clause 1.3 for submission of BIDs (the “**BID Due Date**”).

1.2 **Brief description of Bidding Process**

1.2.1 The Authority has adopted a single stage two part system (referred to as the “**Bidding Process**”) for selection of the Bidder for award of the Project. Under this process, the bid shall be invited under two parts. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first part (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this RFP (the “**Bidder**”, which expression shall, unless repugnant to the context, include the members of the Joint Venture).

GOI has issued guidelines (see Annexure VI of Appendix-1A of RFP) for qualification of Bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify any Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-IA.

1.2.2 The Bid shall be valid for a period of 120 days from the date specified in Clause 1.3 for submission of BIDs.

1.2.3 The complete Bidding Documents for the Project is enclosed for the Bidders. The

Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents..

1.2.4 A Bidder is required to submit, along with its BID, a BID Security ₹ **83,92,000** (Indian Rupees-INR Eighty-Three Lakhs Ninety-Two Thousand Only). to be submitted online along with the tender document. (the "**BID Security**"), refundable not later than 150 (One hundred & fifty) 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 and Additional Performance Security (if any) as per the provision of this RFP and LOA., The Bid security may be extended as mutually agreed between the Authority and the Bidder from time to time. The BID shall be summarily rejected if it is not accompanied by the BID Security.

1.2.5 Bidders are advised 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 contract including implementation of the Project.

1.2.6 The bid will be evaluated as per Combined Quality Cum Cost Based System (CQCCBS) Methodology. Bidders scoring 70 marks and above out of 100 marks under Technical evaluation criteria shall be shortlisted for Financial bid opening. A combined score will be arrived at after considering weightages 40% for technical score and 60 % for Financial score after adjusting Power consumption factors. The bidder with the highest combined score will be declared successful and shall be given precedence for award of the work. The total time allowed for completion of construction under the Agreement (the "**Construction Period**") and the period during which the Contractor shall be liable for Operation and maintenance and rectification of any defect or deficiency in the Project after completion of the Construction Period shall be pre-determined, and are specified in the draft Agreement forming part of the Bidding Documents.

In this RFP, the term "**Lowest Bidder**" L-1 shall mean the Bidder with the highest combined score. L-2 Bidder shall mean the Bidder with Second Highest Combined Score

1.2.7 Generally, the Lowest Bidder shall be the selected Bidder. In case such Lowest Bidder withdraws or is not selected for whatsoever reason except the reason mentioned in Clause 2.1.12 (b) (4), the Authority shall annul the Bidding Process and invite fresh BIDs.

1.2.8 Other details of the process to be followed under this bidding process and the terms thereof are spelt out in this RFP.

1.2.9 Any queries or request for additional information concerning this RFP shall be submitted by e-mail to the officer designated in Clause 2.11.4 below with

identification/ title: "Queries / Request for Additional Information: RFP for
"Construction of Ropeway Between Chandigarh Manali National Highway (Near
Pandoh Dam Reservoir) And Mata Baglamukhi Temple (Bakhli) District Mandi In
Himachal Pradesh On Engineering, Procurement and Construction (EPC)
Mode- CEN Standard including Comprehensive Operation and Maintenance
period for Five (05) years"

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

Sl. No.	Event Description	Date
1.	Invitation of RFP (NIT)	22/12/2020 by 5:00 PM
2.	Last date for receiving queries	04/01/2021 till 5:00 PM
3.	Pre-BID meeting	05/01/2021 at 11:00 AM
4.	Authority response to queries latest by	12.01.2021 till 5:00 PM
5.	Last date of Request for BID Document	27/01/2021 till 5:00 PM
6.	Physical Submission of Bid Security/POA etc	28/01/2021 till 5:00 PM
7.	Opening of Technical BIDs at venue 2.11.4 (i)	29/01/2021 at 11:00 AM
8.	Declaration of eligible / qualified Bidders	to be intimated later
9.	Opening of Financial BID	to be intimated later
10.	Letter of Acceptance (LOA)	to be intimated later
11.	Return of signed duplicate copy of LOA	to be intimated later
12.	Validity of BID	120 days from BID Due Date
13.	Submission of Performance Security (PS) and Additional Performance Security (APS), if any	Within 30 days of receipt of LOA.
14.	Signing of Agreement	Within 10 days from the receipt of Performance Security and Additional Performance Security, if any
15.	Contact person details related to queries for bid process and Address of Prebid Meeting	Chief General Manager Ropeways and Rapid Transport System Development Corporation H.P Limited US Club – Shimla -1 Email: cgmrngchp@gmail.com Phone: +0177-2811001 +0177-2811003

SECTION-2

INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

- 2.1.1 No Bidder shall submit more than one BID for the Project. A Bidder bidding individually or as a member of a Joint Venture shall not be entitled to submit another BID either individually or as a member of any Joint Venture, as the case may be.
- 2.1.2 A International Bidder who is bidding for the project individually or as a member of the Joint Venture shall ensure that Power of Attorney is apostille by appropriate authority and requirement of Indian Stamp Act is duly fulfilled. For any Bidder from a country which shares land border with India, Rule 144 (xi) in General financial rules (GFR),2017 of Ministry of Finance, Government of India will be applicable along with model clauses as given in Annex-III of the above rule. Bidder to refer Rule 144 (xi) attached with the tender documents for the model clauses of Annex-III.
- 2.1.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement. Further, the statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority
- 2.1.4 The BID shall be furnished in the format exactly as per Appendix-I i.e. Technical Bid as per Appendix IA and Financial Bid as per Appendix IB, BID amount shall be indicated clearly in both figures and words, in Indian Rupees-INR in prescribed format of Financial Bid and it will be signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.



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- 2.1.5 The Bidder should submit a Power of Attorney as per the format at Appendix-III, authorising the signatory of the BID to commit the Bidder.
- 2.1.6 In case the Bidder is a Joint Venture, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix-VII and joint bidding agreement in the format at Appendix -VIII
- 2.1.7 Any condition or qualification or any other stipulation contained in the BID shall render the BID liable to rejection as a non-responsive BID.
- 2.1.8 The BID and all communications in relation to or concerning the Bidding Documents and the BID shall be in English language.
- 2.1.9 This RFP is not transferable.
- 2.1.10 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents and also fulfilling the criterion as mentioned in clause 2.2.
- 2.1.11 In case the Bidder is a Joint Venture, it shall comply with the following additional requirements
- (a) Number of members in a Joint Venture shall not exceed 2 (Two)
 - (b) Subject to the provisions of clause (a) above, the Bid should contain the information required for each Member of the Joint Venture;
 - (c) Members of the Joint Venture shall nominate one member as the lead member (the "**Lead Member**"). Joint Venture members shall satisfy Technical capacity jointly such that
 - a. Lead Member should fully satisfy criteria 2.2.2.1 A of Technical Capacity
 - b. Any member of Joint venture can satisfy Criteria 2.2.2.1.B (1) , 2.2.2.1.B (2), 2.2.2.1.B (3) provided that given criteria to be fully satisfied by that particular member
 - (d) Lead Member shall satisfy Financial Capacity i.e. Turnover as per criteria 2.2.2.1 C (1) and Net worth as per criteria 2.2.2.2 C (2)
 - (e) In case of Joint Venture , the bidder who is satisfying the pertaining Technical capacity will only be considered for giving the marks.
 - (f) In case of Joint Venture, the Financial Capacity of Lead Member will only be considered for giving marks for Financial credibility Refer clause 3.3.1 (B).
 - (g) The Bid should include a brief description of the roles and responsibilities of

individual members, particularly with reference to financial, technical and defect liability obligations;

- (h) Members of the Joint Venture shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Appendix VIII (the “Jt. Bidding Agreement”), for the purpose of making the Application and submitting a Bid in the event of being qualified. The Jt. Bidding Agreement, to be submitted along with the Application, shall, *inter alia*:
- (i) convey the commitment(s) of the Lead Member in accordance with this RFP, in case the contract to undertake the Project is awarded to the Joint Venture; and clearly outline the proposed roles & responsibilities, if any, of each member;
 - (ii) commit the approximate share of work to be undertaken by each member;
 - (iii) include a statement to the effect that all members of the Joint Venture shall be liable jointly and severally for all obligations of the Contractor in relation to the Project in accordance with Contract; and
- (i) except as provided under this RFP, there shall not be any amendment to the Jt. Bidding Agreement..

2.1.12 While bidding is open to persons from any country, the following provisions shall apply:

- (a) Where, on the date of the Application, not less than 50% (fifty percent) of the aggregate issued, subscribed and paid up equity share capital in the L-1 Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India, then the eligibility and award of the project to such L-1 Bidder shall be subject to approval of the competent authority from national security and public interest perspective as per the instructions of the Government of India applicable at such time. The decision of the authority in this behalf shall be final and conclusive and binding on the Bidder.
- (b) (1) Further, where the LoA of a project has been issued to an agency, not covered under the category mentioned above, and it subsequently wishes to transfer its share capital in favour of another entity who is a resident outside India or where a Bidder or its Member is controlled by persons resident outside India and thereby the equity capital of the transferee entity exceeds 50% or above, any such transfer of equity capital shall be with the prior approval of the competent authority from national security and public interest perspective as per the instructions of the Government of India applicable at such point in time.



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(2) The holding or acquisition of equity 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.

(3) The Bidder shall promptly inform the authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding process.

(4) In case the L-1 Applicant under (a) above is denied the security clearance, for whatsoever reasons, then the applicants emerging as L-2, L-3 eligible Bidders (in that order) may be given a counter-offer (one by one sequentially) to match the bid of L-1 applicant/preferred Bidder. In the event of acceptance of the counter-offer by another eligible Bidder, the project may be awarded to such Bidder. In case no applicant matches the bid of the L-1 applicant, the bid process shall be annulled and fresh bids invited.

2.1.13 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.1.14 The Bidder including individual or any of its Joint venture member, should not be a non-performing party on the bid submission date. The Bidder including individual or any of its Joint venture member, shall be deemed to be a non-performing party (not applicable to the project whose contract is terminated by the Authority) if it attracts any or more of the following parameters:

- (i) Fails to complete or has missed more than two milestones in already awarded two or more projects, even after lapse of 6 months from the scheduled completion date, unless Extension of Time has been allowed on the recommendations of the Independent Engineer due to Authority's default;
- (ii) Fails to complete a project, as per revised schedule, for which One Time Fund Infusion (OTFI) has been sanctioned by the Authority;
- (iii) Physical progress on any project is not commensurate with the funds released (equity+debt+grant) from the escrow account and such variation is more than 25% in last one year as observed by the Independent Engineer in one or more projects;

- (iv) Punch List Items in respect of any project are pending due to Bidder's default in two or more Projects even after lapse of the prescribed time for completion of such items;
- (v) Fails to fulfil its obligations to maintain a Project in a satisfactory condition inspite of two rectification notices issued in this behalf;
- (vi) Fails to attend to Non Conformity Reports (NCRs) issued by the Independent/ Authority's Engineer on the designs/ works constructed by the Bidder pending for more than one year in two or more projects.
- (vii) Fails to make premium payments excluding the current instalment in one or more projects.
- (viii) Damages/ Penalties recommended by the Independent/ Authority's Engineer on the Bidder during O&M period and the remedial works are not taken up in two or more projects.
- (ix) Fails to achieve financial closure in two or more projects within the given or extended period (which shall not be more than six months in any case).
- (x) Fails to submit the Performance Security within the permissible period in more than one project(s).
- (xi) Rated as an unsatisfactory performing entity/ non-performing entity by an independent third party agency and so notified on the website of the Authority.
- (xii) Has Failed to perform for the works of any State government, Central Government, State PWD, CPWD, Ministry of Road Transport & Highways or its implementing agencies, Public sector undertakings, Municipal Corporations, any other Government authority, Projects funded by International Financial institutes like World bank, Asian Development Bank etc., Ropeways and Rapid Transport system Development Corporation H.P Limited (RTDC) works in the last 2(two) years, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitral award against the Bidder, including individual or any of its Joint Venture Member, as the case may be.
- (xiii) Has been expelled or the contract terminated by the any State government, Central Government, State PWD, CPWD, Ministry of Road Transport & Highways or its implementing agencies, Public sector undertakings, Municipal Corporations, any other Government authority, Projects funded by International Financial institutes like World bank, Asian Development Bank etc., Ropeways and Rapid Transport system Development Corporation H.P. Limited (RTDC) for breach by such Bidder, including individual or any of its Joint Venture Member; Provided that any such decision of expulsion or termination of contract leading to debarring of the Bidder from further

participation in bids for the prescribed period should have been ordered after affording an opportunity of hearing to such party.

The Bidder including individual or its Parent Company/Holding Company or any of Joint venture member shall give the list of the projects and the status of above issues in each project as on the bid submission date and undertake that they do not attract any of the above categories (Ref. Sr. No.5, Annex-I of Appendix – IA).

The Bidder including individual or its Parent Company/Holding Company or any of Joint venture member may provide

- (i) details of all their on-going projects along with updated stage of litigation, if so, against the Authority / Governments;
- (ii) details of updated on-going process of blacklisting if so, under any contract with Authority / Government; and
- (iii) details of all their on-going projects in the format at Annexure-VII of Appendix IA (Ref Clause 10.3 (iv) of Draft EPC Agreement).

The Authority reserves the right to reject an otherwise eligible Bidder on the basis of the information provided under this clause 2.1.14. The decision of the Authority in this case shall be final

2.2. Eligibility and qualification requirements of Bidder

2.2.1 For determining the eligibility of Bidder the following shall apply:

- (a) The Bidder / JV member should be reputed ropeway equipment manufacturer and supplier on CEN standard. (The bidder includes parent company of a subsidiary also.)

In support of the eligibility criteria the Bidder should provide CEN certification from Competent authority. The certificate will be validated by RTDC and in case it is found that certificate is not authenticated by the issuing authority, the bid will be rejected.

- (b) A Bidder or its Parent Company/Holding Company shall not have a conflict of interest ("**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified and liable for forfeiture of the BID Security or Performance Security as the case may be. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- (i) the Bidder or its Parent Company/Holding Company or its Joint Venture Member (or any constituent thereof) and any other Bidder, or its Parent Company/Holding Company, its Member or any Member of its Joint Venture thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a

Bidder, or its Joint Venture Member thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, or its Joint Venture Member, as the case may be), in the other Bidder, its Joint Venture Member is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause 2.2.1(b), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Bidder or its Parent Company/Holding Company is also a constituent of another Bidder; or
- (iii) such Bidder, or any of its Joint Venture Member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any of its Joint Venture Member thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any of its Joint Venture Member thereof; or
- (iv) such Bidder or its Parent Company/Holding Company has the same legal representative for purposes of this Application as any other Bidder; or
- (v) such Bidder or its Parent Company/Holding Company or any of its Joint Venture Member thereof has a relationship with another Bidder, or any of its Joint Venture Member thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Application of either or each other; or
- (vi) such Bidder or its Parent Company/Holding Company or any of its Joint Venture Member thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

2.2.2 Qualification requirements of Bidders:

2.2.2.1 Technical Capacity

A. Technical Capacity: For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder, during the last Ten financial years preceding the bid due date, should possess experience of undertaking and satisfactorily completing projects as mentioned below :

Design, construction, operation & maintenance of at least 3 (Three) CEN Standard Passenger Ropeway System (Aerial Tramway [A.T.W]) with minimum carrying capacity of 400 PPHPD during the last 10 (ten) financial years prior to the Bid due date having Project cost not be less than ₹ 30 Crore (Indian Rupees-INR Thirty Crore) each. Further such entity should demonstrate successful operation and maintenance of such CEN Standard Passenger Ropeway system for at least one year. Such Project should have been undertaken and Completed as PPP Project or EPC / Turnkey project.

B. The Bidder shall also satisfy following requirements :

- (i) The Bidder should have at least 20 (Twenty) years’ experience in Engineering, Manufacturing, Supplying, Installation and Commissioning of CEN Standard ropeway
- (ii) The bidder must have built and commissioned at least 3 CEN certified Aerial tramway system each costing at least 30 Crore (Indian Rupees-INR Thirty Crore) in last 10 years
- (iii) The bidder must have built and commissioned at least one CEN aerial tramway system over a river/lake/sea in the last 10 years
- (iv) The Bidder should satisfy the requirement of ‘Class-I Local Supplier’ /‘Class-II Local Supplier’ as per the order of Ministry of Commerce and Industry Department for promotion of Industry and Internal trade dated 04.06.2020 (which is attached as annexure to Tender document)

However, for a document executed or issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the documents is being issued. However, a document provided by the Bidder from countries that have signed the Hague Legislation Convention 1961 is not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

C. Financial Capacity:

(1) Turnover

The Bidder shall have a minimum Average Annual Turnover (updated to the price level of the year based on factors indicated in table below) of ₹ 41,95,51,000 (Indian

Rupees-INR Forty-One Crores Ninety-Five Lakhs Fifty-One Thousand Only) for the last 5 (five) financial years.

Updation Factor :

Year	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6	Year-7	Year-8	Year-9	Year-10
Updation factor	1.00	1.05	1.10	1.15	1.20	1.25	1.3	1.35	1.4	1.45

Updation factor will also be considered for determining Technical capacity 2.2.2.1 (A), 2.2.2.1.(B) (2) and Financial capacity 2.2.2.1.C (1) as per provisions of Clause 2.2.2.

Updation factor will not be considered for International projects for determining Technical capacity and Financial capacity as per provisions of Clause 2.2.2.1

(2) Networth

The Bidder shall have a minimum Net Worth (the “**Financial Capacity**”). ₹4,19,55,100 (Indian Rupees-INR Four Crores Nineteen Lakhs Fifty-Five Thousand Hundred Only) at the close of the preceding financial year.

2.2.2.2 Evaluation Parameters

A. Bidders have to meet the eligibility criteria specified in Clause 2.2.2 above and the evaluation would be as per this Section 3. Bids of firms/ consortia who do not meet these criteria shall be rejected.

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

- (a) Technical Capacity; and
- (b) Financial Capacity
- (c) Guaranteed Power Consumption as per Annexure-A, Data Sheets and Performance parameters of Important equipment’s as per Annexure E of Volume III -Employers Requirements and Specifications

B. Technical Capacity for purposes of Evaluation

- (i) The experience of having undertaken Projects (CEN Standard Ropeway) as specified in Clause 2.2.2.1 (A) and Clause 2.2.2.1 (B) would qualify as eligible projects (the “Eligible Projects”) for the purpose of evaluating Technical Capacity
- (ii) For evaluating Technical Capacity under this Clause, Eligible Experience shall be measured only for Eligible Projects undertaken by the Bidder/ Members of the Consortium.

- (iii) In the event, any Eligible Project has been undertaken by the Bidder as a part of a Joint Venture/ Consortium under PPP Projects, then the Bidder claiming experience in respect of such Project should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six per cent) equity during the period for which Eligible Experience is being claimed;
- (iv) In case of Eligible projects has been undertaken by the Bidder as a part of Joint Venture / Consortium under EPC / turnkey projects, the project cost should be restricted to the share of the applicant in the joint venture
- (v) Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

C. Details of Experience

- (i) The Bidder should furnish the details of Eligible Experience for the last 10 (Ten) financial years immediately preceding the Bid Due Date. In the event, the Bidder fails to provide the information in the requisite formats and certificates as mentioned in this RFP Document, the information so provided would be considered as inadequate and could lead to exclusion of such a project in computation of Eligible Experience of the Bidder.
- (ii) The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.
- (iii) The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-I.

For Verification of Project specific information, the Bidder shall provide details like Contact Person from Client side, his email, contact number, location, address, etc.,

D. Financial Information for purposes of Evaluation

- (i) The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each member in case of Joint venture) for the last 5 (five) financial years, preceding the year in which the Bid is made.
- (ii) In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.

- (iii) The Bidder must establish the minimum Turnover and Networth specified in Clause 2.2.2.1 (C), and provide details as per format at Annex-III of Appendix-I.

E. Qualification and Short-listing of Bidders

- (i) Only those Bids which are found to be substantively responsive to the requirements of this RFP document after verifying the Bid Security submitted, will be evaluated. In the Qualification Phase, the information, documents and credentials submitted by the Bidder as a part of its Bid shall be evaluated in terms of its project experience to determine, technical and financial competency/ capability of the Bidder/s vis-à-vis the requirements of Clauses 2.2.2 of this RFP.

- (ii) The Bidders who meet the eligibility criteria set forth in Clauses 2.2.2 and possess the requisite Eligible Experience in respect of Eligible Projects in terms of this RFP, will be shortlisted and evaluated further for Guaranteed Power Consumption as per Annexure-A, Data Sheets and Performance parameters of Important equipment's as per Annexure E of Volume III -Employers Requirements and Specifications .

- (iii) The bid will be evaluated as per Combined Quality Cum Cost Based System (CQCCBS) Methodology. Bidders scoring 70 marks and above out of 100 marks under Technical evaluation criteria shall be shortlisted for Financial bid opening. A combined score will be arrived at after considering weightages 40% for Technical score and 60% for Financial score after adjusting Power consumption factors. The bidder with the highest combined score will be declared successful and shall be given precedence for award of the work.

2.2.2.3 Submission in support of Technical Capacity

- (i) The Bidder should furnish the details of Eligible Experience for the last 10 (Ten) financial years immediately preceding the Bid Due Date.
- (ii) The Bidder must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-IA.
- (iii) The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex -IV of Appendix-IA.



**Construction of Ropeway on Engineering,
Procurement and Construction (EPC) Mode-
CEN Standard including Comprehensive
Operation and Maintenance for period of Five
(05) years**



2.2.2.4 Submission in support of Financial capacity

- (i) The Technical Bid must be accompanied by the Audited Annual Reports of the Bidder (**of each member in case of Joint venture**) for the last 5 (five) financial years, preceding the year in which the bid is submitted.
- (ii) In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.
- (iii) The Bidder must establish the minimum Net Worth specified in Clause 2.2.2.1 (B) Financial capability and provide details as per format at Annex-III of Appendix-IA.

2.2.2.5 The Bidder shall enclose with its Technical Bid, to be submitted as per the format at Appendix-IA, complete with its Annexes, the following:

- (i) Certificate(s) from its statutory auditors^s or the concerned client(s) stating the payments received or in case of a PPP project, the construction carried out by itself, during the past 10 years, in respect of the Eligible Projects. In case a particular job/ contract has been jointly executed by the Bidder (as part of a Joint Venture), it should further support its claim for the payments received or construction carried out by itself in PPP Projects / EPC Project as applicable the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
- (ii) Certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.2.5 (ii). For the purposes of this RFP, net worth (the **“Net Worth”**) shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

2.3 Proprietary data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the

^s In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.2.5 (i). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFP.

submission of a BID in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.3 shall also apply *mutatis mutandis* to BIDs and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any BID, document or any information provided along therewith.

2.4 Cost of Bidding

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

2.5 Site visit and verification of information

2.5.1 Bidders are encouraged to submit their respective BIDs after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarise themselves with the Project within the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.

2.5.2 It shall be deemed that by submitting a BID, the Bidder has:

- (a) made a complete and careful examination of the Bidding Documents, Schedules annexed to EPC agreement Document and Volume III of Tender Document;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above. No claim shall be admissible at any stage on this account.
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed BID, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the Contractor;
- (f) acknowledged that it does not have a Conflict of Interest; and
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 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 RFP, including any error or mistake therein or in any information or data given by the Authority.

2.6 Verification and Disqualification

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.6.2 The Authority reserves the right to reject any BID and appropriate the BID Security if:

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

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Joint Venture, then the entire Joint Venture and each Member of the Joint Venture may be disqualified / rejected. If such disqualification/rejection occurs after the BIDs have been opened and the lowest Bidder gets disqualified / rejected, then the Authority reserves the right to annul the Bidding Process and invites fresh BIDs.

2.6.3 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during Operation and maintenance period subsistence thereof, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the contractor either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Contractor, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Contractor. In such an event, the Authority shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and / or the Agreement, or otherwise.

- 2.6.4. A Bidder shall be liable for disqualification and forfeiture of BID Security, if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement. In the event any such adviser is engaged by the selected Bidder or Contractor, as the case may be, after issue of the LOA or execution of the Agreement for matters related or incidental to the project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without Prejudice to any other right or remedy or the Authority, including the forfeiture and appropriation of the BID Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For the avoidance or doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

B. DOCUMENTS

2.7 Contents of the RFP

- 2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Volume I- Part-I

Invitation for BIDs

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of BIDs
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-BID Conference
- Section 6. Miscellaneous

Appendices

- IA. Letter comprising the Technical BID including Annexure I to VII
- IB. Letter comprising the Financial BID
- II. Bank Guarantee for BID Security
- III. Power of Attorney for signing of BID
- IV. Integrity Pact Format
- V. Form of Bank Guarantee (For Performance Security)

- VI. Format of LOA
- VII Power of Attorney of Lead member of Joint Venture
- VIII Joint Bidding Agreement of Joint Venture

Volume –II-Part-II

Draft EPC Agreement Document

Volume -III-Part-III

Employer's requirements and Specifications

Volume-IV-Part-IV

Financial Bid

- 2.7.2 The draft Agreement and provided by the Authority as part of the BID Documents shall be deemed to be part of this RFP.

2.8 Clarifications

- 2.8.1 Bidders requiring any clarification on the RFP may notify the Authority in writing by e-mail in accordance with Clause 1.2.9. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein,. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

- 2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

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

2.9 Amendment of RFP

- 2.9.1 At any time prior to the BID Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

- 2.9.2 Any Addendum issued hereunder will be hosted on the website <https:hptenders.gov.in>

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the BID Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of BID

2.10.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those BIDs that are received online in the required formats and complete in all respects and have received Bid Document fee, Bid Security online, other documents Power of Attorney and Joint Bidding Agreement etc are received in hard copies as mentioned in Bid Document

2.10.2 The BID shall be typed and signed in indelible blue ink by the authorised signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the BID shall be initialled by the person(s) signing the BID.

2.11 Documents comprising Technical and Financial BID

2.11.1 The Bidder shall first upload all the required in this RFP for technical qualification. The Bidder shall ensure that all the details are updated as on the due date of submission of this bid.

The Bidder shall then apply for the RFP on the **web-site <https://hptenders.gov.in>** by submitting the documents mentioned below along with the supporting documents which shall comprise of the Technical BID:

The Bidder shall upload documents as mentioned below along with required documents in support of it as a part of Technical bid

Technical Bid

- (a) Appendix-IA (Letter comprising the Technical Bid) including Annexure I-V and supporting certificates / documents.
- (b) Power of Attorney for signing the BID as per the format at Appendix-III;
 - (i) in case of Joint venture, Power of Attorney for Lead Member of Joint Venture as per the format at Appendix VII
 - (ii) in case of Joint venture, Joint Bidding Agreement for Joint Venture as per the format at Appendix VIII

- (c) Bidder shall comply with Integrity Pact (IP) as per Appendix-IV duly signed by Authorised signatory and shall be submitted by the Bidder with the RFP Bid. The same shall be part of the Contract Agreement.
- (d) An undertaking from the person having PoA referred to in Sub. Clause-(b) above that they agree and abide by the Bid documents uploaded by RTDC and amendments uploaded, if any; and
- (e) Annexure-VII of Appendix – IA showing details of all ongoing project works (Ref Clause 10.3 (iv) of Document for EPC (Agreement)).
- (f) Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed.
- (g) Copies of duly audited complete annual accounts of the Bidder or of each member (in case of Joint Venture) for preceding 5 years.
- (h) Guaranteed Power Consumption as per Annexure-A, Data Sheets and Performance parameters of Important equipment's as per Annexure E of Volume III -Employers Requirements and Specifications.

Financial Bid

- (i) Appendix-IB (Letter comprising the Financial Bid) shall be submitted online through e-procurement portal on or before 17.00 hrs IST on 27/01/2021

2.11.2 The Bidder shall submit the following documents physically:

- (a) Original Power of Attorney for signing the BID as per format at Appendix-III;
- (b) if applicable, Original Power of Attorney for Lead Member of Joint Venture as per the format at Appendix VII
- (c) if applicable, Original Joint Bidding Agreement for Joint Venture as per the format at Appendix VIII
- (d) An undertaking from the person having PoA referred to in Sub. Clause-(a) above that they agree and abide by the Bid documents uploaded by RTDC and amendments uploaded, if any

2.11.3 The documents listed at clause 2.11.2 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "BID for the "Construction of Ropeway Between Chandigarh Manali National Highway (Near Pandoh Dam Reservoir) And Mata Baglamukhi Temple (Bakhli) District Mandi In Himachal Pradesh On Engineering, Procurement and Construction (EPC) Mode- CEN Standard including Comprehensive Operation and Maintenance for period of Five



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(05) years” and shall clearly indicate the name and address of the Bidder. In addition, the BID Due Date should be indicated on the right hand top corner of the envelope.

2.11.4 The envelope shall be addressed to the following officer and shall be submitted at the respective address:

Chief General Manager
Ropeways and Rapid Transport System Development Corporation H.P. Limited
US Club – Shimla -1

2.11.5 If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the BID submitted and consequent losses, if any, suffered by the Bidder.

2.11.6 BIDs submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.

2.12 BID Due Date

Financial BID comprising of the documents listed at clause 2.11.1 of the RFP shall be submitted online through <https:hptenders.gov.in> on or before 17:00. hrs IST on 27/01/2021. Documents listed at clause 2.11.2 of the RFP shall be physically submitted on or before 15:00. hours IST on 28/01/2021 at the address provided in Clause 2.11.4 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.11.4..

2.13 Late BIDs

E-procurement portal_ shall not allow submission of any Bid after the prescribed date and time at clause 2.12. Physical receipt of documents listed at clause 2.11.2 of the RFP after the prescribed date and time at clause 2.12 shall not be considered and the bid shall be summarily rejected.

2.14 Procedure for e-tendering

2.14.1 Accessing/ Purchasing of BID documents

2.14.1.1 The Bidder should register himself on website <https://hptenders.gov.in> and obtain user ID, Pass Word before bidding. Entire tender process will be carried out on line through above mentioned website. Bidder are advised to procure e-token/Digital Signature Certificate from any authorized agency.



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It is mandatory for all the Bidders to have Digital Signature Certificate (DSC) (in the name of Authorized Signatory / Firm or Organization / Owner of the Firm or Organization)

DSC should be in the name of the authorized signatory as authorized in Appendix III of this RFP or person executing/delegating such Appendix III in favour of Authorized Signatory. It should be in corporate capacity (that is in Bidder capacity). The Bidder shall submit document in support of the DSC. In other cases, the bid shall be considered Non-responsive.

2.14.1.2 To participate in the bidding, it is mandatory for the Bidders to get registered their firm / Joint Venture with <https://hptenders.gov.in>.

Following may kindly be noted:

- (a) Registration with e-procurement portal should be valid at least up to the date of submission of BID.
- (b) BIDs can be submitted only during the validity of registration.

The Bidders shall update their project and other details on the portal on a regular basis and apply to the tenders via the portal.

2.14.1.3 If the firm / Joint Venture is already registered with e-tendering service provider, and validity of registration is not expired, then the firm is not required a fresh registration.

2.14.1.4 The complete BID document can be viewed / downloaded by the Bidder through website i.e. <https://hptenders.gov.in> from 22.12.2020 to 27/01/2021 (up to 17:00Hrs. IST).

2.14.2 Preparation & Submission of BIDs:

2.14.2.1 The Bidder may submit his Bid online following the instructions appearing on the screen. The detailed guidelines for e-procurement is also available on e-procurement portal.

2.14.2.2 The e-tender documents shall be uploaded online in two (2) covers:-

1. Cover-1 shall contain Scanned copies of "eligibility information" i.e. Technical **Bid**.
2. Cover -2 shall contain "Financial Bid" on the prescribed form.

Bid Processing fee and Bid Security shall be deposited online in the following Bank Account:-

Bank Name - HDFC Bank



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Bank Branch - The Mall Shimla HP (171001)
Bank Account No - 50100297437422
IFSC - HDFC0000524
Beneficiary Name - General Manager, Ropeways & Rapid Transport System
Development Corporation HP Ltd

Please note that in case of the deposit of earnest money through online in the above bank account, all the bank charges etc. if any shall be borne by the bidder/contractor

2.14.3 Modifications/ Substitution/ withdrawal of BIDs

2.14.3.1 The Bidder may modify, substitute or withdraw its e- BID after submission prior to the BID Due Date. No BID can be modified, substituted or withdrawn by the Bidder on or after the BID Due Date & Time.

2.14.3.2 For modification of e-BID, Bidder has to detach its old BID from e-procurement portal and upload / resubmit digitally signed modified BID. For withdrawal of BID, Bidder has to click on withdrawal icon at e-procurement portal and can withdraw its e-BID. Before withdrawal of a BID, it may specifically be noted that after withdrawal of a BID for any reason, Bidder cannot re-submit e-BID again.

2.15 Online Opening of BIDs.

2.15.1 Opening of BIDs will be done through online process.

2.15.2 The RTDC shall on-line open Technical BIDs on 29/01/2021 at 11.00 hours IST, in the presence of the authorized representatives of the Bidders, who choose to attend. Technical BID of only those Bidders shall be online opened whose documents listed at clause 2.11.2 of the RFP have been physically received The RTDC will subsequently examine and evaluate the BIDs in accordance with the provisions of Section 3 of RFP.

2.16 Rejection of BIDs

2.16.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any BID and to annul the Bidding Process and reject all BIDs at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.

2.16.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any BID without assigning any reasons.

2.17 Validity of BIDs

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

2.18 Confidentiality

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

2.19 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any BID. However, the Authority would display the result of technical evaluation on the web portal for 7 days including reasons for non- responsiveness, if any, and the financial bid will be opened thereafter.

2.20 BID Security

2.20.1 The Bidder shall furnish as part of its BID, a BID Security referred to in Clause 1.2.4 through online payment in favour of the Authority and having a validity period of not less than 150 (one hundred fifty) days from the BID Due Date, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.

2.20.2 Any BID not accompanied by the BID Security shall be summarily rejected by the Authority as non-responsive.

2.20.3 The Selected Bidder's BID Security will be returned, without any interest, upon the Bidder signing the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof..

2.20.4 The Authority shall be entitled to forfeit and appropriate the BID Security as Damages inter alia in any of the events specified in Clause 2.20.5 herein below. The

Bidder, by submitting its BID pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its BID or for any other default by the Bidder during the period of BID validity as specified in this RFP. No relaxation of any kind on BID Security shall be given to any Bidder.

2.20.5 The BID Security shall be forfeited and appropriated by the Authority as damages payable to the Authority for, inter-alia, time cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority under the bidding documents and / or under the Agreement, or otherwise, under the following conditions:

- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- (b) If a Bidder withdraws its BID during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- (c) In the case of Selected Bidder, if it fails within the specified/extended time limit by Authority -
 - (i) to sign and return the duplicate copy of LOA;
 - (ii) to furnish the Performance Security /Additional Performance Security (if any) as per Clause 2.21; or
 - (iii) to sign the Agreement;

2.21 **Performance Security**

2.21.1 Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the form set forth in Appendix-V (the "Performance Security") for an amount equal to 5% (five percent) of its Bid Price (Capital Cost Plus Operation and Maintenance cost) . Such Performance Security shall be submitted as mentioned in clause 2.21.2. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the same form given at Appendix-V towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under:

- (i) If the Bid Price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 20% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-10% of the Estimated Project Cost and (ii) the Bid Price offered by the Selected Bidder.
- (ii) This Additional Performance Security shall be treated as part of the Performance Security.

SECTION-3

EVALUATION OF TECHNICAL BIDS AND OPENING & EVALUATION OF FINANCIAL BIDS

3.1 Evaluation of Technical Bids

- 3.1.1 The Authority shall open the BIDs received physically & online at 11:00.hours IST on 29/01/2021 at the place specified in Clause 2.11.4 ; and in the presence of the Bidders who choose to attend. Technical BID of only those Bidders shall be online opened whose documents listed at clause 2.11.2 of the RFP have been received physically The Authority shall prepare minutes of the BID opening, including information disclosed to those present at the time of BID opening.
- 3.1.2 The Bidder shall be required to submit the Bid in hard bound cover within one week from online submission of Bid. Technical Bids of those Bidders who have not submitted their hard copy bid, shall not be considered for opening and evaluation.
- 3.1.3 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information for consideration of eligibility and qualification of the Bidder.
- 3.1.4 To facilitate evaluation of Technical BIDs, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical BID. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. The bids will be examined and evaluated in accordance with the provisions set out in this Section 3. The Authority will subsequently flag issues, if any with the data updated by the Bidders.
- 3.1.5 If a Bidder does not provide clarifications sought under Clause 3.1.4 above within the prescribed time, its Bid may be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.
- 3.1.6 Tests of responsiveness
- 3.1.6.1 As a first step towards evaluation of Technical BIDs, the Authority shall determine whether each Technical BID is responsive to the requirements of this RFP. A Technical BID shall be considered responsive only if:
- (a) Technical BID is received online as per the format at Appendix-IA including Annexure I,

IV, V

- (b) Documents listed at clause 2.11.2 are received physically on E-Procurement portal as mentioned;
- (c) Technical Bid is accompanied by the BID Security as specified in Clause 1.2.4 and 2.20;
- (d) The Power of Attorney is uploaded on e-procurement portal as specified in Clauses 2.1.5;
- (e) Technical Bid is accompanied by Power of Attorney for Lead Member of Joint Venture and the Joint Bidding Agreement as specified in Clause 2.1.6, if so required;
- (f) Technical Bid contains all the information (complete in all respects);
- (g) Technical Bid does not contain any condition or qualification; and
- (h) Online payment of cost of Bid document of ₹. 10,000/- (Indian Rupees-INR Ten Thousand Only) + applicable GST
- (i) Guaranteed Power Consumption as per Annexure-A, Data Sheets and Performance parameters of Important equipment's as per Annexure E of Volume III Employers Requirements and Specifications

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

3.1.7 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority may reject / correct such claim for the purpose of qualification requirements.

3.1.8 The Authority will get the BID security verified from the issuing authority and after due verification, the Authority will evaluate the Technical BIDs for their compliance to the eligibility and qualification requirements pursuant to clause 2.2.1 & 2.2.2 of this RFP.

3.1.9 After evaluation of Technical Bids, the Authority will publish a list of Technically Responsive Bidders whose financial bids shall be opened. . The Authority will not entertain any query or clarification from Applicants who fail to qualify.

3.2 Opening and Evaluation of Financial Bids

The Authority shall inform the venue and time of online opening of the Financial Bids to the technically responsive Bidders through e-procurement portal and e-mail. The Authority shall open the online Financial Bids of the technically responsive Bidders only on scheduled date and time in the presence of the authorised

representatives of the Bidders who may choose to attend. The Authority shall publicly announce the Bid Prices quoted by the technically responsive Bidder. Thereafter, the Authority shall prepare a record of opening of Financial Bids.

3.3 Selection of Bidder

3.3.1 Subject to the provisions of Clause 2.16.1, the Bidder whose BID is adjudged as responsive in terms of Clause 3.1.6 will be evaluated as Combined Quality Cum Cost Based System (CQCCBS) Methodology as given below

(A) Technical Score

- (a) Bidders scoring 70 marks and above out of 100 marks under Technical evaluation criteria shall be shortlisted for price bid opening.
- (b) Evaluation of Technical Bid shall be based on parameters mentioned below:

SN.	Criteria	Max. Marks	Scale of marking
A	Experience of the firm	Max Marks = 45	
(i)	The Bidder shall have completed Design, manufacturing, installation of at least 3 (Three) Passenger Ropeway System with minimum carrying capacity of 400 PPHPD during the last 10 (ten) financial years prior to the Bid due date having Project cost not be less than ₹30 Crore (Indian Rupees- INR Thirty Crore) each	10	Marking system for similar completed work shall be as followed; a) Less than 3 projects: 0 marks b) 3 completed projects: 7.5 Marks c) 4 completed projects: 8.0 Marks d) 5 completed projects: 8.5 Marks e) 6 completed projects: 9.0 Marks f) 7 completed projects: 9.5 Marks g) 8 completed projects: 10 Marks
(ii)	The Bidder shall have completed the training of operational staff & maintenance of minimum 2 years of at least 3 (Three) Passenger Ropeway System with minimum carrying capacity of 400 PPHPD during the last 10 (ten) financial years prior to the Bid due date having Project cost not be less than ₹30 Crore (Indian Rupees-INR Thirty Crore) each	10	Marking system for be as followed; a) Less than 3 projects: 0 marks b) 3 projects: 7.5 Marks c) 4 projects: 8.0 Marks d) 5 projects: 8.5 Marks e) 6 projects: 9 Marks f) 7 projects: 9.5 Marks g) 8 projects: 10 Marks



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	(iii)	Average Project Operation Efficiency of 3 (Three) projects considered in A(ii) (System availability)	15	a) Above 95 % = 15 Marks b) Above 90% & Upto 95% = 14 Marks c) Above 85% & Upto 90% = 13 Marks d) Above 80% & Upto 85% = 12 Marks e) 80% and below = 0 Marks
	(iv)	The Bidder shall have completed Design, manufacturing, installation of Passenger Ropeway System with minimum carrying capacity of 400 PPHPD having minimum alignment length of 700 m, crossing water body of not less than 250m wide during the last 10 (ten) financial years prior to the Bid due date.	10	Marking system for be as followed; a) Less than 1 projects: 0 marks b) 1 project: 7 Marks c) 2 projects: 8.5 Marks d) Above 2 projects: 10 Marks
	Note: i. In support of above criteria (A) certificate giving complete location, address of the owner/client shall be submitted. ii. Also, contact details (such as address, email, contact number) of three persons with higher authority in Owner/Client's organization for verification on project details, location etc. shall be submitted.			
B.	Financial Creditability	Max Marks = 20	Scale of Marking	
	(i)	The Bidder shall have a minimum Average Annual Turnover (updated to the price level of the year based on factors indicated in table below) of Rs. 41,95,51,000 (Indian Rupees-INR Forty-One Crores Ninety-Five Lakhs Fifty-One Thousand Only) for the last 5 (five) financial years.	10	Below 41.96 Crs – 0 marks Rs 41.96 Crs –7.5 Marks Rs 83.92 Crs – 8 Marks Rs 167.84 Crs –8.5 Marks Rs 251.76 Crs –9 Marks Rs 335.68 Crs –9.5 Marks Rs 419.60 Crs –10 Marks
	(ii)	Profitability [Net Profit (PAT)] during last three years	10	Net Profit in all 3 years – 10 Marks Net Profit in 2 of 3 years – 9 Marks Net Profit in 1 of 3 years – 8 Marks No Profit in 3 years – Nil Marks
	Note: 1. Marking against Turnover for B(i) &B(ii) shall be based on Audited Financial			

	<p>Statement or Published accounts. Additionally, a certificate from external auditor on above calculations corroborating figures from Audited Financial Statement or Published accounts/ Annual report shall also be provided. Proration shall be done for B(i) by adopting following procedure: For B(i), proration of actual value (intermediate scoring) shall be done; For example, in case value of completed works > Rs 41.96 Crs is Rs 53.73 Crores, score shall be $[7.5 + (53.73-41.96) / (83.92-41.96) \times (8-7.5)] = 7.64$. For Cumulative value of Rs 107.46 Crs, score shall be $[8 + (107.46 -83.92)/ (167.84-83.92) \times (8.5-8)] = 8.14$. Similar rationale shall be applied for each slab.</p> <p>2. For B(ii), in case Balance Sheet / Profit & Loss Account statement for only 1 or 2 years is submitted, Nil marks shall be considered for years for which required details are not submitted.</p> <p>3. For above criteria (B) the financial credibility of bidder (subsidiary or its parent company) will be considered.</p>		
C	Staffing for the Contract: Confirmation to have the Following Key Personnel during project duration	Max Marks= 30	Scale of Marking
	Manpower for designing:		
(i)	Project Design Engineer should be a qualified graduate engineer in Mechanical / Electrical / Ropeway Engineering having overall experience of 15 years with minimum experience of 10 years in design of ropeway complying to CEN Standards	20	<p>Marking considering experience in Design of Ropeway based on No. of projects executed;</p> <p>3 Projects – 14 Marks 4 Projects – 17 Marks >=5 Projects – 20 Marks</p> <p>(If overall experience is less than 15 years and minimum experience in design of ropeway is less than 10 years: 0 marks)</p>
	Deployment of manpower at Site:		
(ii)	Project Manager should be a qualified graduate engineer in Mechanical/ Electrical / Ropeway Engineering having overall experience of 15 years with minimum experience of 10 years installation of ropeway on at least three projects on CEN Standards	5	<p>Marking considering experience in ropeway installation based on No. of projects executed;</p> <p>3 projects– 4 Marks 4 projects– 4.5 Marks >= 5 projects– 5 Marks</p> <p>(If overall experience is less than 3 projects: 0 marks)</p>



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	Site Engineers of all the following lead disciplines with experience of more than 5 years in infrastructure projects;	5	Marking considering site experience of infrastructure projects for each discipline lead; = 5 years – 0.7 Marks > 5 years – 1 Marks
(iii)	1. Civil Engineer 2. Mechanical Engineer 3. Electrical Engineer 4. Instrumentation Engineer 5. Health, Safety and Environment Engineer	(1-mark x 5 Disciplines)	
Note: 1. Design/ Supervision Engineers should be on the roles of bidder company (Subsidiary /Parent company). 2. Bidder shall submit the CVs of all the Team Members proposed to be deployed for this project duly certified by HR head / CEO/ Country Head/ Director along with the bid. 3. In case Bidder fails to deploy the person of submitted CVs then he will provide replacement with CV equivalent or better than that submitted during Bidding process.			
Additional Note: In case of PSUs (Central & State) bidders, a certificate from an officer in rank of GM or above shall suffice requirement of Certification for A(i) & (ii) (against NDA Orders), C(i), (ii) & (iii).			
E	Quality Certifications	Max Marks=5	Scale of Marking
(i)	Quality Certifications	5	ISO 9001:2008 (Quality Management System) -1 Mark ISO 13485:2003 (Sector Specific Quality Standard)-1 Mark ISO 14001(Environmental Management System)-1 Mark OHSAS 18001 – 1Marks SA 8000 – 1 Marks
TOTAL MARKS		100	

• **Combined Technical and Price Bid Evaluation:**

- (a) A combined score will be arrived at after considering weightages - 40% for techno-commercial scores and 60% for Price Bid
- (b) Bidders scoring 70 marks and above out of 100 marks shall be shortlisted for price bid opening. No counter conditions should be included in price bid. Conditional price bid shall be summarily rejected.

- (c) Combined technical and price bid evaluation will be done for all the bidders for whom price bids have been opened as per **Combined Quality Cum Cost Based System (CQCCBS) Methodology** as detailed below:

A combined "Score (S)" will be arrived at after considering weightages 40% for Technical Score and 60 % for Price Bid according to the following formula:

$$\text{Combined score of Bidder A,} \\ SA = 40\% \times TA / T_{\text{high}} + 60\% \times L_{\text{low}}/LA$$

Where,

SA = Combined score of Bidder A

TA = Technical score of Bidder A

T_{high} = Highest Technical score

LA = Evaluated Bid Price of Bidder A

L_{low} = Lowest of all evaluated Prices among responsive bids

$$S = 40 \% \times \text{Technical score of A} + 60 \% \times (\text{Lowest Price Bid} / \text{Price Bid of A}) \times 100$$

On the basis of the above combined weighted score, the bidder shall be ranked in terms of the total combined score obtained. The bidder with the highest combined score shall be given precedence.

The bid evaluation process has been illustrated below:

SN	BIDDER	TECHNICAL SCORE	RELATIVE TECHNICAL BID SCORE	PRICE BID (IN LAC)	RELATIVE PRICE BID SCORE	COMBINED TECHNICAL & PRICE BID SCORE			BIDDER RANK
						(v)	(vi)	(vii)= (v) +(vi)	
		(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)= (v) +(vi)	
		(T)	(T/T High x 100)	(C)	(Lowest/C x 100)	40% x (ii)	60% x(iv)		
1	A	88	100	600	75	40.00	45.00	85.00	H3
2	B	80	90.91	500	90	36.36	54.00	90.36	H2
3	C	76	86.36	450	100	34.54	60.00	94.54	H1
4	D	62	NA	NA	NA	NA	NA	NA	

- (d) In the above example, Bidder 'D' does not qualify Technical evaluation as the bidder does not meet the minimum qualifying marks of 70. Bidders A & B were not the highest combined scorer (i.e. Technical score + Price Bid Score), thus not given precedence. Bidder C is highest combined scorer, thus H-1 bidder and would be given precedence for further negotiation (if required) and award.
- (e) The bidder with the highest combined score will be declared successful and shall be given precedence for award of the contract.

3.3.2 In case, Highest combined score of two (2) or more bidders are exactly same, then the bidder with lowest price would be given precedence 3.3.3. In the event that the Lowest Bidder is not selected for any reason except the reason mentioned in Clause 2.1.12 (b) (4), the Authority shall annul the Bidding Process and invite fresh BIDs. In the event that the Authority rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.

3.3.4 After selection, a Letter of Acceptance (the “LOA”) shall be issued in the format set forth in Appendix-VI, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7(seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the BID Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.

3.3.5 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Bidder to submit Performance Security and Additional Performance Security (if any) within the period prescribed/extended by Authority and then execute the Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

3.3.6 Authority shall return Bid Security of all bidders except L-1 and L -2 within 7 working days from opening of financial Bid subject to provision of Clause 2.1.12 (4). The bid security of L-2 bidder shall be returned within 7 working days of issue of LOA. The Authority shall be responsible to return the Bid Security, as above, and the bidders shall not be required to ask for the same.

3.4 Contacts during BID Evaluation

BIDs shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the BIDs are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, 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 BIDs under consideration.

3.5 Correspondence with Bidder

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



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

SECTION-4

FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a BID, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder, or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of 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



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or action in the Bidding Process;

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

SECTION-5

PRE-BID CONFERENCE

- 5.1 Pre-BID conference of the Bidders shall be convened at the designated date, time and place. Pre-Bid conference will be conducted through Video Conference. In case Bidder wants to physically attend Pre-Bid Conference, maximum of two representatives of e Bidders shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

SECTION-6

MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Shimla shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

APPENDIX -IA

LETTER COMPRISING THE TECHNICAL BID

(Refer Clause 2.1.4, 2.11 and 3.1.6)

**To
Chief General Manager
Ropeways and Rapid
transport system
Development Corporation
US Club – Shimla 1**

Sub: BID for “Construction of Ropeway Between Chandigarh Manali National Highway (Near Pandoh Dam Reservoir) And Mata Baglamukhi Temple (Bakhli) District Mandi In Himachal Pradesh On Engineering, Procurement and Construction (EPC) Mode–CEN Standard including Comprehensive Operation and Maintenance for period of Five (05) years ”

Dear Sir,

With reference to your RFP document dated *** **\$, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

1. I/ We acknowledge that the Authority will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid and its the Annexure I to V along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as EPC Contractor for the development, construction, of the aforesaid Project and maintenance of the Project during the Defect Liability Period or Operation and Maintenance period whichever is later
3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the BID.
4. I/ We acknowledge the right of the Authority to reject our BID 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.
5. I/ We certify that in the last two years, we / any of JV partners have neither failed to perform for the works any State government, Central Government, State PWD, CPWD, Ministry of Road Transport & Highways or its implementing agencies, Public sector undertakings, Municipal Corporations, any other Government authority,



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Projects funded by International Financial institutes like World bank, Asian Development bank..etc, Ropeways and Rapid Transport system Development Corporation H.P Limited (RTDC) as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled or terminated by Ministry of Road Transport & Highways or its implementing agencies or RMC for breach on our part.

6. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - (b) I/We do not have any conflict of interest in accordance with Clauses 2.2.1 (b) and 2.6.4 of the RFP document; and
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP 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 RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (e) the undertakings given by us along with the Application in response to the RFP for the Project are true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I/we shall continue to abide by them.
7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16.2 of the RFP document.
8. I/We believe that we/our Joint Venture satisfy(s) the Technical Capacity, Financial Capacity and meet(s) the requirements as specified in the RFP document.
9. I/ We certify that in regard to matters other than security and integrity of the country, we / any Member of the Joint Venture or any of our/their Joint venture member 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.
10. I/ We further certify that in regard to matters relating to security and integrity of the country, we / any Member of the Joint Venture or any of our/their Joint venture member have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
11. I/ We further certify that no investigation by a regulatory authority is pending either against us / any member of Joint venture or against our CEO or any of our

directors/ managers/ employees.

12. I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated 13.7.01, a copy of which forms part of the RFP at Annexure VI of Appendix-IA thereof.
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 guidelines referred to above, we shall intimate the Authority of the same immediately.
14. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement upto its validity. It would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
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 Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
16. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
17. I/ We have studied all the Bidding Documents carefully and also surveyed the project. We understand that except to the extent as expressly set for thin the 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 Agreement.
18. I/ We offer a BID Security of ₹ 83,92,000 (Indian Rupees-INR Eighty-Three Lakhs Ninety-Two Thousand Only). to the Authority in accordance with the RFP Document.
19. The BID Security in the form of a Bank Guarantee is attached.
20. The documents accompanying the Technical BID, as specified in Clause 2.11.1 of the RFP, have been submitted in separate files.
21. I/ We agree and understand that the BID 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 / Contract is not awarded to me/us or our BID is not opened or rejected.
22. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
23. I/ We agree and undertake to abide by all the terms and conditions of the RFP



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document. I/ We declare that we/ any Member of the Joint Venture or our/Joint Venture member, are not a Member of any other Joint Venture submitting a BID for the Project.

- 24. {We, the Joint Venture agree and undertake to be jointly and severally liable for. all the obligations of the EPC Contractor under the Contract Agreement}.
- 25. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the BID Due Date specified in the RFP.
- 26. I/ We hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

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

Yours faithfully,

Date:
Place:

(Signature, name and designation
of the Authorised signatory)

Name & seal of Bidder

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, and 'Deleted' may be indicated there



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APPENDIX - IB

Letter comprising the Financial BID

(Refer Clauses 2.1.4, 2.11 and 3.1.6)

Dated:

To

**Chief General Manager
Ropeways and Rapid
transport system
Development Corporation
US Club – Shimla 1**

Sub: BID for “Construction of Ropeway Between Chandigarh Manali National Highway (Near Pandoh Dam Reservoir) And Mata Baglamukhi Temple (Bakhli) District Mandi In Himachal Pradesh On Engineering, Procurement and Construction (EPC) Mode– CEN Standard including Comprehensive Operation and Maintenance for period of Five (05) years”

Dear Sir,

With reference to your RFP document dated *** **, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

1. I/ We acknowledge that the Authority will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
2. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
3. I/ We acknowledge the right of the Authority to reject our BID 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.
4. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
5. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the BID



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Due Date specified in the RFP.

6. I/ We hereby submit our BID E-procurement Portal [.https:hptenders.gov.in](https:hptenders.gov.in) for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement .

Yours faithfully,

Date:
Place:

(Signature, name and designation of the
Authorised Signatory)

Name & seal of Bidder :.....

Class III DSC ID of Authorised Signatory:.....



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Appendix IA
Annex-I

ANNEX-I

Details of Bidder

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:

2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
 - (f) Digital Signature Certificate ID number

5. In case of a Joint Venture:
 - (a) The information above (1-4) should be provided for all the Members of the Joint Venture.
 - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.1.11(f) should be attached to the Application.
 - (c) Information regarding the role of each Member should be provided as per table below:



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Sl.	Name of Member	Role* {Refer Clause 2.1.11(g)} [§]	Share of work in the Project {Refer Clauses 2.1.11(a), (h) & (f)}
1.			
2.			
3.			

* The role of each Member, as may be determined by the Applicant, should be indicated in accordance with instruction 4 at Annex-IV.

- (d) The following information shall also be provided w.r.t para 2.1.14 by the Bidder /each member of Joint venture

Name of Applicant

Sl. No.	Criteria	Yes/No
1.	Has the Bidder been barred by any State government, Central Government, State PWD, CPWD, Ministry of Road Transport & Highways or its implementing agencies, Public sector undertakings, Municipal Corporations, any other Government authority, Projects funded by International Financial institutes like World bank, Asian Development bank Ropeways and Rapid Transport development Corporation H.P Limited (RTDC) from participating in bidding.	
2	If the answer to 1 is yes, does the bar subsist as on BID due date.	

- 6 (a) I/ We certify that in the last two years, we / any of JV partners have neither failed to perform for the works of any State government, Central Government, State PWD, CPWD, Ministry of Road Transport & Highways or its implementing agencies, Public sector undertakings, Municipal Corporations, any other Government authority, Projects funded by International Financial institutes like World bank, Asian Development bank.etc., Ropeways and Rapid Transport development Corporation H.P Limited (RTDC) , as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitral award against us, nor been expelled or terminated by concerned authority for breach on our part.
- (b) I/ We certify that we do not fall in any of the categories of being a Non-Performing entity given at Clause 2.1.14 of Instructions to Bidders in the projects of any State government, Central Government, State PWD, CPWD, Ministry of Road Transport & Highways or its implementing agencies, Public sector undertakings, Municipal Corporations, any other Government authority, Projects funded by



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International Financial institutes like World bank, Asian Development bank..etc ,Ropeways and Rapid Transport development Corporation H.P Limited (RTDC)

- 7 (a) I/ We further certify that no investigation by a regulatory authority is pending either against us/ or our sister concern or against our CEO or any of our directors/managers/employees.
- (b) I/ We further certify that no investigation by any investigating agency in India or outside is pending either against us/ any member of Joint Venture or our sister concern or against our CEO or any of our directors/managers/employees.

A statement by the Bidder and each of the Members of its Joint Venture (where applicable) disclosing material non-performance or contractual non-compliance in current projects, as on bid due date is given below (attach extra sheets, if necessary) w.r.t. para 2.1.14.

Name of the Bidder / Member of JV : _____

Sr. No.	Categories of Non-Performer	Project 1	Project 2
(i)	Fails to complete or has missed more than two milestones in already awarded two or more projects, even after lapse of 6 months from the scheduled completion date, unless Extension of Time has been allowed on the recommendations of the Independent Engineer due to Authority's default;		
(ii)	Fails to complete a project, as per revised schedule, for which One Time Fund Infusion (OTFI) has been sanctioned by the Authority;		
(iii)	Physical progress on any project is not commensurate with the funds released (equity+debt+grant) from the escrow account and such variation is more than 25% in last one year as observed by the Independent Engineer in one or more projects;		
(iv)	Punch List Items in respect of any project are pending due to Bidder's default in two or more Projects even after lapse of the prescribed time for completion of such items;		
(v)	Fails to fulfil its obligations to maintain a highway		

^s All provisions contained in curly parenthesis shall be suitably modified by the Applicant to reflect the particulars relating to such Applicant.



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	in a satisfactory condition inspite of two rectification notices issued in this behalf;		
(vi)	Fails to attend to Non Conformity Reports (NCRs) issued by the Independent/ Authority's Engineer on the designs/ works constructed by the Bidder pending for more than one year in two or more projects.		
(vii)	Fails to make premium payments excluding the current instalment in one or more projects.		
(viii)	Damages/Penalties recommended by the Independent/ Authority's Engineer on the Bidder during O&M period and the remedial works are not taken up in two or more projects.		
(ix)	Fails to achieve financial closure in two or more projects within the given or extended period (which shall not be more than six months in any case).		
(x)	Fails to submit the Performance Security within the permissible period in more than one project(s).		
(xi)	Rated as an unsatisfactory performing entity/ non-performing entity by an independent third party agency and so notified on the website of the Authority.		

I/ We certify that the list is complete and covers all the projects of any State government, Central Government, State PWD, CPWD, Ministry of Road Transport & Highways or its implementing agencies, Public sector undertakings, Municipal Corporations, any other Government authority, Projects funded by International Financial institutes like World bank, Asian Development bank..etc, Ropeways and Rapid Transport development Corporation (RTDC) H.P Limited and that we/ any of the JV partners do not fall in any of the above categories of being a Non-Performing entity.

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

Annex-II

ANNEX-II

Technical Capacity of the Bidder[@]

(Refer to Clauses 2.2.2.1, of the RFP)

Applicant type	Project Code*	Category [§]	Experience** (Equivalent Rs. crore) ^{\$\$}		Total (Rs Crore)
			Payments received for construction of Eligible Projects in category 2.2.2.1	Value of self-construction in Eligible Projects in category 2.2.2.1	
(1)	(2)	(3)	(4)	(5)	
Single entity Bidder or Lead Member including other members of the Joint Venture	a				
	b				
	c				
	d				
	e				
	f				
Total (Rs Crore) =					

[@] Provide details of only those projects that have been undertaken by the Applicant, or its Lead member including members in case of joint venture, . In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.1.13.

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

[§] Refer Clause 2.2.2.1

** Construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. In no case shall the cost of maintenance and repair, operation of Highways and land be included while computing the Experience Score of an Eligible Project.



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*\$\$ For conversion of US Dollars to Rupees, the rate of conversion shall be Indian Rupees – INR ** (***)¹ to a US Dollar.*

NOTE: In case of a Joint Venture, information in Annex-II and Annex-IV of Appendix-I shall be provided separately for other Members

For Verification of Project specific information, the Bidder shall provide details like Contact Person from Client side , his email, contact number, location, address, etc

¹*The conversion rate of USD into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. Where relevant date should be as on the date 28 (twenty eight) days prior to the Application Due Date.*

Annex-III

ANNEX-III

Financial Capacity of the Bidder

(Refer to Clauses 2.2.2.1 (C) , of the RFP)

(In Rs. crore[₹])

Bidder type	Net Cash Accruals					Net Worth [₹]
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1
Single entity Bidder or Lead Member including other members of the Joint Venture						
TOTAL						

Bidder type	Annual Turnover										Average Annual Turnover (In Rs. crore [₹])
	Year 1		Year 2		Year 3		Year 4		Year 5		
	(Rs.)	Update n factor	(Rs.)	Update n factor	(Rs.)	Update n factor	(Rs.)	Update n factor	(Rs.)	Update n factor	
1	2	3	4	5	6	7	8	9	10	11	$(2 \times 3 + 4 \times 5 + 6 \times 7 + 8 \times 9 + 10 \times 11) / 5$
Single entity Bidder or Lead Member including other members of the Joint Venture		1.00		1.05		1.10		1.15		1.20	



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Bidder type	Profitability [Net Profit (PAT)] during last Three years		
	Year 1	Year 2	Year 3
Single entity Bidder or Lead Member including other members of the Joint Venture			

Name & address of Bidder’s Bankers:

§ For conversion of other currencies into Indian Rupees-INR, see note below Annex-II of Appendix-I.

£The Bidder should provide details of its own Financial Capacity.

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Bidder;
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Cash Accruals shall mean Profit After Tax + Depreciation.
3. Net Worth (the “Net worth”) shall means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.1.13.
6. The Bidder shall also provide the name and address of the Bankers to the Bidder.
7. The Bidder shall provide an Auditor’s Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.2.5 (ii) of the RFP document.
8. In the case of a Joint Venture, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.1.11 of the RFP document

ANNEX-IV

Details of Eligible Projects

(Refer to Clauses 2.2.2.1, of the RFP)

Project Code:

Entity: Self/Members:

Item	Refer Instruction	Particulars of the Project
Title & nature of the project		
Category	5	
Year-wise (a) payments received for construction or work executed and certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer, and/or (b) revenues appropriated for self-construction under PPP projects	6	
Entity for which the project was constructed	7	
Location		
Project cost	8	
Date of commencement of project/ contract		
Date of completion/ commissioning	9	
Equity shareholding (with period during which equity was held)	10	

Instructions:

- Bidders are expected to provide information in respect of each Eligible Projects in this Annex.. Information provided in this section is intended to serve as a backup for information provided in the Application. Applicants should also refer to the Instructions below.
- The Project Codes would be a, b, c, d etc.
- A separate sheet should be filled for each Eligible Project.
- In case the Eligible Project relates to other Members, write "Member".
- The total payments received and/or revenues appropriated for self-construction for each Eligible Project are to be stated in Annex-II of this Appendix-I. The figures to be provided here should indicate the break-up for the past 5 (five) financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 2.1.13).



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6. Particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to concession, etc.) may be provided.
7. Provide the estimated capital cost of Eligible Project. the date of commissioning of the project, upon completion, should be indicated.
8. Experience for any activity relating to an Eligible Project shall not be claimed twice. In other words, no double counting in respect of the same experience shall be permitted in any manner whatsoever.
9. Certificate from the Bidder's statutory auditor[§] or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder may provide the requisite certification.

Certificate from the Statutory Auditor regarding PPP projects^Φ

Based on its books of accounts and other published information authenticated by it, this is to certify that (*name of the Bidder*) is/ was an equity shareholder in (*title of the project company*) and holds/held ₹. cr. (Indian Rupees-INR crore) of equity (which constitutes%[€] of the total paid up and subscribed equity capital) of the project company from (*date*) to (*date*)*The project was/is commenced on(*date*) and likely to be commissioned on (*date of commissioning of the project*).

We further certify that the total estimated capital cost of the project is ₹. cr. (Indian Rupees-INRcrore), of which the applicant has itself undertaken the construction of project of ₹.(Indian Rupees-INR Crores) excluding any part of the project for which any contractor, sub-contractor or other agent was appointed for the purpose of construction by the aforesaid Applicant itself, during the past five financial years as per year-wise details noted below:

.....
.....

Name of the audit firm:

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

^Φ Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

[€] Refer instruction no. 10 in this Annex-IV.

[¥] In case the project is owned by the Applicant company, this language may be suitably modified to read: "It is certified that (name of Applicant) constructed and/ or owned the (name of project) from (date) to (date)."^Φ Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company. However, in case the work of other member(s) is also executed by the applicant, then this fact should also be certified by the Statutory Auditor and accordingly the language may be suitably modified.



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Seal of the audit firm:

(Signature, name and designation

Date:

of the authorised signatory)

Certificate regarding construction works^Φ

Based on its books of accounts and other published information authenticated by it, This is to certify that(name of the Bidder) was engaged by(title of the project company) to execute (name of project) for (nature of project). The construction of the project commenced on(date) and the project was/ is likely to be commissioned on (date, if any). It is certified that Bidder received payments from its Clients for Construction Works executed by them or work executed and certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer, in the aforesaid construction works.

We further certify that the total estimated capital cost of the project is ₹. cr. (Indian Rupees- INRcrore), of which the Applicant received or has executed the work as certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer ₹. cr. (Indian Rupees-INR crore), during the past Ten financial years as per year-wise details noted below:

.....
.....

It is further certified that the receipts indicated above are restricted to the share of the Applicant who undertook these works as a partner or a member of joint venture.▲

We further certify that applicant has a share of ____% in the Joint Venture/Consortium.

^Φ Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company. However, in case the work of other member(s) is also executed by the applicant, then this fact should also be certified by the Statutory Auditor and accordingly the language may be suitably modified.

▲ This certification should be strike out in case of jobs/ contracts, which are executed a sole firm. The payments indicated in the certificate should be restricted to the share of Applicant in such partnership/ joint venture. This portion may be omitted if the contract did not involve a partnership/ joint venture. In case where work is not executed by partnership/ joint venture, this paragraph may be deleted.



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(Authorized Signatory) Date Date:

11. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience.



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Appendix -IA
Annex-V

ANNEX-V
Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant/Lead member of Joint Venture)

Ref. Date:

To,
Chief General Manager
Ropeways and Rapid
transport system
Development
Corporation
US Club – Shimla 1

Dear Sir,

We hereby confirm that we / our member of Joint venture (Constitution of which as been described in application) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert member’s name) will act as the Lead Member of our Joint Venture

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

**Please strike out whichever is not applicable.*

APPENDIX-IA
Annexure VI

Guidelines of the Department of Disinvestment
(Refer Clause 1.2.1)

No. 6/4/2001-DD-II
Government of India
Department of Disinvestment

Block 14, CGO Complex
New Delhi.
Dated 13th July, 2001.

OFFICE MEMORANDUM

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

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

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the Bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- (e) The disqualification criteria would come into effect immediately and would apply to all Bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The Bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India



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Appendix - IA
Annexure-VII

Details of ongoing works (Ref Clause 10.3 (iv) of Draft EPC Agreement)

S. No.	Name of the work	Contract Price (INR Cr)	Appointed Date	Original Scheduled Completion Date	Likely Date of Completion	Reason for Delay [#]
1						
2						
3						
...						

(In the event that the Bidder had failed to achieve the Completion of any project within a period of 90 (ninety) days from the Schedule Completion Date of the project, unless such failure had occurred due to Force Majeure or for reasons solely attributable to the Authority, the Bidder shall be deemed to be ineligible for bidding this project (under bidding), both as the sole party or as one of the parties of Joint Venture/ Consortium, if any, during the period from Scheduled Completion Date to issuance of Completion Certificate for that project. This restriction is applicable if the contract value of the delayed project was not less than Rs. 300 Crore.)

[#]To be supported with valid certificate issued from Independent Engineer / Authority's Engineer / Supervision Consultant / Engineer-in-charge

I / We certify that all the information furnished above is true in all respects.

..... Name of the Bidder

Signature of the authorized signatory: _____

Name of the Authorised Signatory: _____

Date: _____

Place: _____

APPENDIX - II
BID Security
(Refer Clauses 2.20)

Bid Security shall be deposited online in the following Bank Account:-

Bank Name - HDFC Bank

Bank Branch - The Mall Shimla HP (171001)

Bank Account No - 50100297437422

IFSC - HDFC0000524

Beneficiary Name - General Manager, Ropeways & Rapid Transport System
Development Corporation HP Ltd

Please note that in case of the deposit of earnest money through online in the above bank account, all the bank charges etc. if any shall be borne by the bidder/contractor



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**APPENDIX-III
Format for Power of Attorney for signing of BID**

(Refer Clause 2.1.5)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for the "Construction of Ropeway on Engineering, Procurement and Construction (EPC) Mode- CEN Standard including Comprehensive Operation and Maintenance for period of Five (05) years" Project proposed or being developed by the Ropeways and Rapid Transport system Development Corporation H.P Limited, Shimla and . (the "Authority") including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us and/or until the entering into of the EPC Contract with the Authority.

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For
(Signature, name, designation and address)
of person authorized by Board Resolution
(in case of Firm/ Company)/ partner in case of
Partnership firm

Witnesses:
1.
2.



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Accepted

.....
(Signature)

(Name, Title and Address of the Attorney)

(Notarised)

Person identified by me/ personally appeared before me/
Attested/ Authenticated*

(*Notary to specify as applicable)

(Signature Name and Address of the Notary)

Seal of the Notary
Registration No. of the Notary
Date:.....

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*



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APPENDIX IV

INTEGRITY PACT FORMAT

(To be executed on plain paper and submitted along with Technical Bid/Tender documents. To be signed by the Bidder and same signatory competent/ authorized to sign the relevant contract on behalf of the Authority)

This integrity Pact is made at _____ on this _____ day of _____ 2020.

BETWEEN

Ropeways and Rapid Transport System Development Corporation (RTDC)

represented by its Chief General manager and having its principal offices at US Club – Shimla 1, (hereinafter referred to as the “**Principal/Owner**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns)

AND

{Name and address of the Firm/Company}, (hereinafter referred to as “The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.)

Preamble

Whereas, the Principal has floated the Tender {NIT No.....dtd.....} (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract/s for {Name of the work} (hereinafter referred to as the “Contract”).

And Whereas the Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as “Integrity Pact” or “Pact”) the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties.

Now, therefore, in consideration of mutual covenants contained in this pact, the parties hereby agree as follows and this pact witnesses as under:

Article-1: Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- (a) No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a Contract, demand, take a promise for or accept, for self, or third person, any material of immaterial benefit which the person is not legally entitled to.

- (b) The Principal will, during the Tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- (c) The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

Article – 2: Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s).

The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (a) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of

Indian Nationality shall furnish the name and address of the foreign principle, if any.

- (e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- (f) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (g) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

Article - 3 Disqualification from tender process and exclusion from future contracts.

- (1) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.
- (2) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) and the amount of the damage. The exclusion will be imposed for a maximum of 3 years.
- (3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "On the basis of facts available there are no material doubts".
- (4) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such

exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

- (5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall be final and binding on the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), however, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can approach IEM(s) appointed for the purpose of this Pact.
- (6) On occurrence of any sanctions/ disqualification etc arising out from violation of integrity pact, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall not be entitled for any compensation on this account.
- (7) Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article – 4: Compensation for Damages.

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.
- (2) In addition to 1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/ Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/ Consultant and/ or demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

Article – 5: Previous Transgressions

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti corruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article – 6: Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors.

- (1) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors/ Concessionaires/ Consultants and subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Article – 7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-contractor(s).

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant or subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article – 8: Pact Duration

This Pact begins when both parties have legally signed it (in case of EPC i.e. for projects funded by Principal and consultancy services). It expires for the Contractor/ Consultant 12 months after his Defect Liability Period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders 6 months after this Contract has been awarded. (In case of BOT Projects) It expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded.

If any claim is made/ lodged during his time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Director General (Road Development) & Special Secretary.

Article – 9: Other Provisions.

- (1) This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Shimla .
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Contractor/Concessionaire/Consultant is in a partnership or a ~~consortium~~ Joint Venture partner, this pact must be signed by all partners or ~~consortium~~ members.



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- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- (6) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extent law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness:-

(For & On behalf of the Principal)

(For & On behalf of the Bidder/
Contractor/ Concessionaire/ Consultant)

(Office Seal)

Place_____

Date_____

Witness 1 : (Name & Address):

Witness 2 : (Name & Address):



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APPENDIX-V
(See Clauses 2.21)

FORM OF BANK GUARANTEE

[Performance Security/Additional Performance Security]

To

_____ [name of Authority]
_____ [address of Authority]

WHEREAS _____ [name and address of Contractor]

(hereafter called the "Contractor") has undertaken, in pursuance of Letter of Acceptance (LOA) No. _____ Dated _____ for construction of _____ [name of the Project] (hereinafter called the "Contract").

AND WHEREAS the Contract requires the Contractor to furnish an {Performance Security/ Additional Performance Security} for due and faithful performance of its obligations, under and in accordance with the Contract, during the {Construction Period/ Defects Liability Period and Maintenance Period} in a sum of ₹..... cr. (Indian Rupees-INR crore) (the "**Guarantee Amount**"²).

AND WHEREAS we, through our branch at (the "Bank") have agreed to furnish this Bank Guarantee (hereinafter called the "Guarantee") by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Construction Period / Defects Liability Period and Maintenance Period} under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

² Guarantee Amount for Performance Security and Additional Performance Security shall be calculated as per Contract.

2. A letter from the Authority, under the hand of an officer not below the rank of Chief General Manager] Ropeways s and Rapid Transport System Development Corporation US Club – Shimla -1 that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Contract or for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Guarantee shall cease to be in force and effect on ****\$. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Contract.

[§]Insert date atleast 2 (two) years from the date of issuance of this Guarantee (in accordance with Clause 2.21 of the RFP). The Contractors can submit the BG for periods of two years at one time and keep on renewing the same upto required period if they have problems in getting the BG in one go for the entire .period



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(05) years**



12. This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

Signed and sealed this day of, 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)



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APPENDIX-VI
(See Clauses 3.3.4)
FORMAT OF LOA

No. _____

ROPEWAYS AND RAPID TRANSPORT SYSTEM DEVELOPMENT CORPORATION
US Club – Shimla 1

Dated,

To,
{Name of selected Bidder}

Subject: {project description}- Letter of Acceptance (LOA)-Reg.

Reference: Your bid for the subject work dated

Sir,

This is to notify you that your Bid dated for execution of the {project description}, at your quoted bid price amounting to Rs./- {amount in words} has been determined to be the lowest evaluated bid and is substantially responsive and has been accepted.

1. You are requested to return a duplicate of the LOA as an acknowledgement and sign the Contract Agreement within the period prescribed in Clause 1.3 of the RFP.
2. You are also requested to furnish Performance Security for an amount of {and Additional Performance Security for an amount of} as per Clause 2.21 of the RFP within 30 (thirty) days of receipt of this Letter of Acceptance (LOA). In case of delay in submission of Performance Security and Additional Performance Security, if any, you may seek extension of time for a period not exceeding 60 (Sixty) days in accordance with Clause 2.21 of RFP.
3. In case of failure of submission of Performance Security, Additional Performance Security (if any) and Security against Damages (if any) within the additional 60 (Sixty) days time period, the award shall be deemed to be cancelled and Bid security shall be encashed by the Authority as per Clause 2.21 of the RFP.

Yours faithfully,

{authorized signatory}



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APPENDIX-VII

(Refer Clause 2.1.6)

Format for Power of Attorney for Lead Member of Joint Venture

Whereas the National Highways Authority of India (“the Authority”) has invited BIDs for the ***** Project(the “Project”).

Whereas,,, and (collectively the “Joint Venture”) being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other BID documents including agreement in respect of the Project, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s. having our registered office at ..., M/s. ... having our registered office at, and having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S having its registered office at, being one of the Members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the bidding process and, in the event the Joint Venture is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Joint Venture and submission of its BID for the Project, including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in pre BID and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the BID of the Joint Venture and generally to represent the Joint Venture 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 Joint Venture’s BID for the in all respect Project and/ or upon award thereof till the EPC Contract is entered into with the Authority & Compelled.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in



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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/ Joint Venture.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For	For	For
(Signature)	(Signature)	(Signature)
.....
(Name & Title)	(Name & Title)	(Name & Title)

(Executants)

(To be executed by all the Members of the Joint Venture)

Witnesses:

- 1.
- 2.

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX VIII

Format for Joint Bidding Agreement for Joint Venture

(Refer Clause 2.1.11)

(To be executed on Stamp paper of appropriate value)

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

AMONGST

1. {..... Limited, and having its registered office at } (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, having its registered office at } and (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, and having its registered office at} (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

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) The **Ropeways and Rapid transport System Development Corporation (RSDC) Represented by General manager** and having its principal offices at US Club Shimla 1 (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the **Bids**) by its Request for Proposal No. _____ dated (the “**RFP**”) for award of contract for “Design, Engineering, Development, Construction, Testing, Commissioning, Operation & Maintenance for Five years of a Ropeway System between Chandigarh Manali National Highway (Near Pandoh Dam Reservoir) and Mata Baglamukhi Temple (Bakhli) District Mandi in Himachal Pradesh ” in **EPC Mode Project** (the “**Project**”) through an EPC Contract.
- (B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

- (C) It is a necessary condition under the RFP document that the members of the Joint Venture 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 RFP.

2. Joint Venture

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

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

3. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into an EPC Contract with the Authority for performing all its obligations as the Contractor in terms of the EPC Contract 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 Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and for performing all its obligations as the Contractor in terms of the EPC Contract for the Project;
- (b) Party of the Second Part shall be {the Member of the Joint Venture; and}
- (c) Party of the Third Part shall be {the Member of the Joint Venture.}

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 RFP and the EPC Contract, till such time as the completion of the Project is achieved under and in accordance with the EPC Contract.

6. Share of work in the Project

The Parties agree that the proportion of construction in the EPC Contract to be allocated among the members shall be as follows:

First Party:

Second Party:

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 organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture 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 organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or



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prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment 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 Project completion (the "Defects Liability Period") is achieved under and in accordance with the EPC Contract, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

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

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART

THIRD PART

(Signature)

(Signature)

(Signature)

(Name)

(Name)

(Name)

(Designation)

(Designation)

(Designation)

(Address)

(Address)

(Address)

In the presence of:

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Shall be decided by Authority during financial evaluation)

Calculation of cost of excess power consumption;

Parameter	Unit	Bidder-I	Bidder-II	Bidder-III
D	kW	0	20	40
N	No.	1	1	1
L	Hrs	219000	219000	219000
R	Rs.	7	7	7
e	%	3	3	3
Cost of excess power consumption	Rs.	0 (A)	13,44,10,558.50 (B)	26,88,21,117.10 (C)

Calculation of final bid price;

Bidder	Price quoted in Financial Bid	Cost of excess power consumption	Final Bid Price
I	X	A	X+A
II	Y	B	Y+B
III	Z	C	Z+C

The bidder with minimum final bid price calculated based on the above method shall be considered as a “Selected Bidder”.

GUARANTEED POWER CONSUMPTION PER HOUR (FORMAT) – TO BE SUBMITTED BY BIDDER

Sr.no	Description	Guaranteed Commitments
1	Power consumption per hour at rated capacity as per Specifications for the offered CEN Standard Ropeway system complete in all respect	
	Total	

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.

(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India
- (2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed: No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.*
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage: If the qualified bidders include bidders from such countries, the*

entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
 - a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

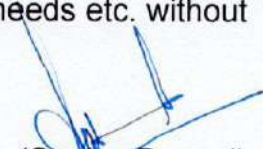
Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**

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- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

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Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

Model Certificate for Tenders for Works involving possibility of sub-contracting

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

Model Certificate for GeM:

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

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