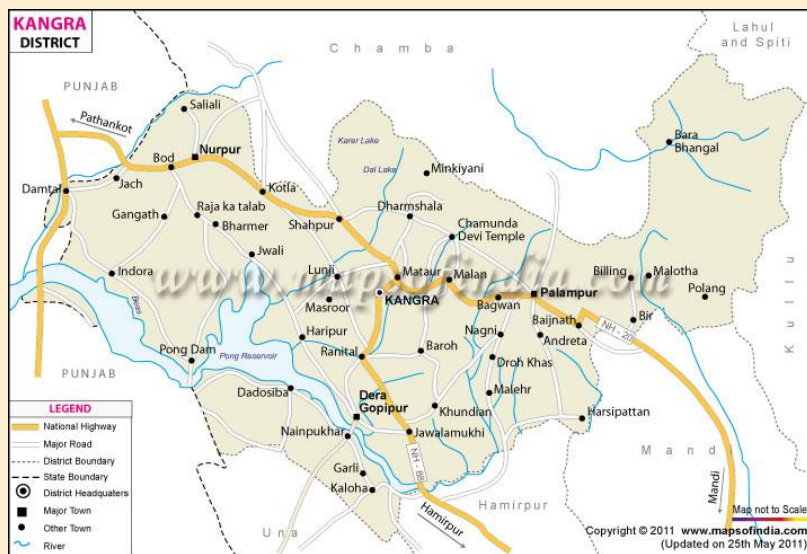


RFQ-cum-RFP Document

Development of Passenger Ropeway System at Bir Billing
Distt. Kangra in Himachal Pradesh
For Tender No. RTDC/.....



Shimla – 171001 (H.P)
Telephone No (01772811004)
Email: dgmrtldchp@gmail.com

Prepared by: **Nivesa Advisors LLP**
July 09, 2023

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DISCLAIMER

1. The information contained in this Request for Qualification cum Request for Proposal document (the "RFQ cum RFP" or "Bid") or subsequently provided to Bidder(s), whether verbally or in documentary or in any other form by or on behalf of Ropeway and Rapid Transport System Development Corporation H.P. Ltd (RTDC, the "Authority") or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFQ cum RFP and such other terms and conditions subject to which such information is provided.
2. This RFQ cum RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide the prospective bidder(s) ("the 'Bidder' or any other person) with information that may be useful to them in preparing their Bids and submitting their proposals pursuant to this RFQ cum RFP. This RFQ cum RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFQ cum RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bid. The Authority had also initiated preparation of Technical-Financial Feasibility Report (TEFR) which is available with the Authority on request. These reports are to be used as a guidance to the prospective bidder.

The assumptions, assessments, statements and information contained in the RFQ cum RFP and these reports may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ cum RFP and obtain independent advice from appropriate sources.

3. Information provided in this RFQ cum RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. The possession or use of this RFQ cum RFP in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves concerning and shall observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFQ cum RFP shall be construed as legal, financial or tax advice.
5. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ cum RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ cum RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.
6. The Authority, its employees, consultants, representatives and advisors also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFQ cum RFP.
7. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ cum RFP.
8. The issue of this RFQ cum RFP does not imply that the Authority is bound to select and short list qualified Bids for Bid Stage or to appoint the Selected Bidder or Concessionaire, as the case may be,

for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever or annul the entire Bidding Process for any reason whatsoever, without incurring any liability or being accountable to any person(s) in any manner whatsoever.

9. 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.
10. Nothing in this RFQ cum RFP shall constitute the basis of a contract which may be concluded in relation to the Project nor shall such documentation/information be used in construing any such contract. Each Bidder must rely on the terms and conditions contained in any contract, when, and if, finally executed, subject to such limitations and restrictions which may be specified in such contract.
11. The Bidders are prohibited from any form of collusion or arrangement that is likely to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee of Authority or to any other person in a position to influence the decision of the Authority for showing any favour in relation to this RFQ cum RFP or any other contract, shall render the Bidder to such liability/penalty as the Authority may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.
12. Laws of the Republic of India are applicable to this RFQ cum RFP.
13. Each Bidder's procurement of this RFQ cum RFP constitutes its agreement to, and acceptance of, the terms set forth in this Disclaimer. By acceptance of this RFQ cum RFP, the recipient agrees that this RFQ cum RFP and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereto.

LETTER OF INVITATION

NO: RTDC/Bir Billing/2023

Dear Sir/Madam,

Sub: Letter of Invitation (LOI) – RFQ cum RFP for Development of Passenger Ropeway System at Bir Billing in Kangra, Himachal Pradesh on Design, Build, Finance, Operate, and Transfer (DBFOT) Basis in PPP with VGF.

Background:

An objective to provide convenient and comfortable journey, RTDC has taken the initiative at Bir Billing in Kangra, Himachal Pradesh, RTDC by means of a Cable propelled Transit Systems as a feeder service and for furthering the development of Tourism and Urban Transport Infrastructure in the State of Himachal Pradesh. RTDC intends to prepare Technical Economic Feasibility Report for the route: At Bir Billing in Kangra Himachal Pradesh (HP).

Detailed scope of work is given in Section 6 of RFP document.

- 1. Eligibility Criteria:** Eligibility Criteria for assignment is given at clause 2.2 of RFQ cum RFP.
- Total Concession period for the project will be 44 years (including 12 months period for approval, permit etc and 36 months for construction period).
- The RFP document is available to download on website: www.rtdchp.org
- 4. Pre-bid meeting will be held on 08/08/2023 at 11.00 A.M (online)**
- The last date for submission of proposals is 05/09/2023 till 1400 Hrs.
- For further details, if required, you may contact:

The Deputy General Manager Ropeways and Rapid Transport System Development Corporation H.P. Limited (RTDC), US Club, Shimla – 171001	PHONE NO.: 0177-2811001, 2811003, 04 E-mail ID: : dgmrdchp@gmail.com,
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RTDC reserves the right to reject any/all of the proposals without assigning any reason thereof.

Deputy General Manager
RTDC

Ropeway and Rapid Transport System Development Corporation HP Ltd.
Shimla – 171001 (H.P)
Telephone No (01772811004)
Email: dgmrtldchp@gmail.com

RFP NOTICE

Ropeway and Rapid Transport System Development Authority Corporation HP Ltd. (RTDC) hereby invites Request for Qualification cum Request for Proposal (RFP) from eligible developers through e-tendering for **“Development of Passenger Ropeway System at Bir Billing in Kangra, Himachal Pradesh on Design, Finance, Build, Operate, and Transfer (DBFOT) Basis”**. The RFP details are as below

Sr. No.	Parameters	Details	
1	Tender/Bid No.	RTDC/ Bir Billing /2023	
2	Division	Deputy General Manager	
3	Name of Tender/Bid	Request for Qualification cum Request for Proposal for “Development of Passenger Ropeway System at Bir Billing in Kangra, Himachal Pradesh on Design, Finance, Build, Operate, and Transfer (DBFOT) Basis” as per CEN Standards	
4	Contact Details	PHONE NO.: 0177-2811001, 2811003, 04 E-mail ID: dgmrtldchp@gmail.com	
5	Important Dates	From date/time	
		Date of online Publication	20/07/2023 upto 5.00 P.M.
		Downloading of tender start date & time	22/07/2023 from 5.00 P.M.
		Last date for receiving queries	02/08/2023 till 5.00 P.M.
		Pre-Bid Meeting	08/08/2023 at 11.00 A.M.
		Authority response to queries latest by	16/08/2023 till 5.00 P.M.
		Last date for Submission of bid	05/09/2023 till 2.00 P.M.
		Physical submission of bid security/POA etc	05/09/2023 till 2.00 P.M.
		Date of Opening of Technical Bids	05/09/2023 at 3.00 P.M.

The RFP shall be available for free download on registration at: www.rtdchp.org as per the above-mentioned dates.

The submission of the RFP response is through offline mode.

For participating in this RFP and avoiding last minute technical challenges if any, all the bidders shall follow the guidelines mentioned in the RFP document.

Bidders are suggested to visit RTDC website regularly for further updates.

Date:

Place: Himachal Pradesh

Deputy General Manager
RTDC

Guidelines for Submission

1. Details of Tender:

Sr. No	Name of Work	Bid Processing Fee	Bid Security
1.	Request for Proposal for “Development of Passenger Ropeway System from at Bir Billing in Kangra, Himachal Pradesh on Design, Build, Finance, Operate, and Transfer (DBFOT) Basis”	Rs 10,000/- (Rupees Ten Thousand Only) + GST. Non-Refundable.	0.5% of the total project cost i.e. Rs. 78 Lakhs (Rupees Seventy Eight Lakhs only)

2. The tender will be received offline on above mentioned on below mentioned address and will be opened as per scheduled date and time given below:

The Deputy General Manager
Ropeways and Rapid Transport System Development Corporation H.P. Limited (RTDC),
US Club, Shimla – 171001

3. Tender Document and Supporting can be downloaded for reference purpose from the official website of RTDC during the period mentioned in the tender notice. Interested Bidder has to make payment of Tender Document Fee (Non- Refundable) using online payment gateway for bid preparation using i.e. Debit Card/Credit Card/Net-Banking.
4. Tender Document Fee receipt can be system generated during bid preparation by the Bidder.

5. Details of Bid Processing Fee (Non-Refundable)

- Bid Processing fees for this work will be Rs 10,000/- (Rs. Ten Thousand Only) + applicable GST.
- Bid Processing Fees Payment as mentioned above have to be made through RTGS/NEFT mode using the System Generated Challan i.e. in favour of “ROPEWAYS & RAPID TRANSPORT SYSTEM DEVELOPMENT CORPORATION HP LIMITED” in the A/c No. 50100297437422 IFSC Code: HDFC000524, HDFC the Mall Shimla. The scanned copy of RTGS/NEFT receipt with UTR No. (Transaction ID) must be enclosed along with e-Bid. Bidder should ensure that the payment of the Bid processing Fee is made at-least 3-5 working days prior to the last date of Bid Preparation and Submission of the Tender Schedule to have seamless submission.
- Bidder need to submit copy of Bid processing Fees paid receipt during bid preparation.
- Bidder failing to complete the payment of Bid processing fees using the above-mentioned process of RTGS/NEFT after downloading the system generated challans will not be able to submit their bids.
- Bid Processing Fees amount is Non-Refundable.

6. Bid Security

- 0.5% of the total project cost i.e. Rs. 78 Lakhs (Rupees Seventy Eight Lakhs only) payable in the form of Bank Guarantee or FDR in favour of "ROPEWAYS & RAPID TRANSPORT SYSTEM DEVELOPMENT CORPORATION HP LTD" Shimla, Himachal Pradesh.
 - Bid security shall be refundable not later than 180 (One Hundred Eighty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a performance security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of Bank guarantee acceptable or FDR to the Authority and in such event, the validity period of bank guarantee or FDR as the case may be, shall not be less than 180 (one hundred eighty) days from the bid Due date and a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be rejected if it is not accompanied by the Bid Security.
7. The competent authority (RTDC) reserves the right to reject any or all of the tender offers, without assigning any reason thereof.
 8. Validity period of the offer of the bidder will be 180 days from the last date of tender submission.
 9. The acceptance of tender will be intimated by email or otherwise by the authority competent to accept the tender or by the higher Authority of RTDC, to the agency, which shall be deemed to be an intimation of the tender given by the Authority Competent to accept the tender.
 10. The Bidder should visit the site prior to submission date and ascertain the local site condition, working restrictions, obstructions, conditions in tender document regarding necessary approvals, NOC required for the work from the local Authorities and shall quote the offer inclusive of all such expenses likely to be incurred while execution of the work. No claim or compensation for any extra payments incurred by the Bidders towards the approvals/ NOC's/ permissions or any such additional expenses will be entertained by RTDC, which shall be noted.
 11. If there is any amendment in the tender the same shall be published on www.rtdchp.org
 12. In case of any queries, Bidder may contact RTDC at dgmrtdchp@gmail.com on any working day.
 13. Bidders are suggested to visit RTDC website regularly for further updates.

Deputy General Manager
RTDC

GLOSSARY

Authority	As defined in Clause 1.1.1
Associate	As defined in Clause 2.1.16
Appointed Date	As defined in Clause 2.1.20
Bank Guarantee	As defined in Clause 1.1.1 (Table.S.No. 6)
Bidders	As defined in Clause 1.2.2
Bid Documents	As defined in Clause 1.2.3
Bid Due Date	As defined in Clause 1.1.7
Bidding Process	As defined in Clause 1.2.1
Bid Security	As defined in Clause 1.2.4
Concession Agreement	As defined in Clause 1.1.2
Concessionaire	As defined in Clause 1.1.2
Concession Fee	As defined in Clause 1.2.6
Conflict of Interest	As defined in Clause 2.2.1.3
Consortium/Joint Venture	As defined in Clause 2.2.1.1
Damages	As defined in Clause 2.2.1.3
Technical-Financial Feasibility Report	As defined in Clause 2.1.2
DBFOT	As defined in Clause 1.1.1
Demand Draft	As defined in Clause 1.1.1
Estimated Project Cost	As defined in Clause 1.1.4
Government	Government of Himachal Pradesh
Highest Bidder	As defined in Clause 3.9.2(d)
LOA	As defined in Clause 2.2.1.1
Member	Member of a Consortium
PPP	Public Private Partnership
Project	As defined in Clause 1.1.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
RFQ or Request for Qualification	As defined in the Disclaimer
Selected Bidder	As defined in Clause 1.1.2 and 1.2.8
VGF/Viable Gap Funding/Grant	As defined in Clause 1.2.6

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto hereinabove. The words and expressions beginning with capital letters and not defined herein, but defined in the RFQ cum RFP, shall, unless repugnant to the context, have the meaning ascribed thereto therein.

1. Introduction

1.1. Background

- 1.1.1. The Ropeways and Rapid Transport System Development Corporation H.P. Limited (RTDC) (the "**Concessioneing Authority**"/ "**Authority**") is engaged in the development of Tourism and Urban Transport Infrastructure in the State of Himachal Pradesh and as part of this endeavor, the Authority has decided to undertake development, operation/ maintenance of the Ropeway Project (the "Project") based on a world class (CEN Certified) cable car technology, with its unique safety features, through Public-Private Partnership (the "PPP") with VGF on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis, and has decided to carry out the bidding process for selection of the bidder to whom the Project may be awarded. The RFQ cum RFP can be downloaded from www.rtdchp.org

Brief particulars of the Project are as follows:

Sr. No.	Particulars	Details
1.	Nature of the Project	Development of Passenger Ropeway System at Bir Billing in Kangra, Himachal Pradesh through PPP with VGF on DBFOT basis
2.	Scope of Work	The work comprises of planning, designing, detailed engineering development, financing, construction, testing, commissioning, marketing, operation and maintenance and transfer of the proposed ropeway corridor of 3512 m
3	Bid Processing Fee	Rs. 10,000/- (Rupees Ten Thousand Only) + GST)
4.	Bid Security	0.5% of the Project Cost i.e. Rs. 78 Lakhs (Rupees Seventy Eight Lakhs only) payable in the form of Bank Guarantee or FDR in favour of "Deputy General Manager, Ropeway and Rapid Transport System Development Corporation H.P. Limited, Shimla at Shimla, Himachal Pradesh.
5.	Estimated Project Cost	Rs. 156 Crores
6.	Performance Security / Bank Guarantee	2% of Project Cost i.e. Rs. 3.12 Crore (Rupees Three Crore Twelve Lakhs only) payable in the form of Bank Guarantee or FDR in favour of "Deputy General Manager, Ropeway and Rapid Transport System Development Corporation H.P. Limited, Shimla" Himachal Pradesh.

Sr. No.	Particulars	Details
7	Project Development Fees	1% of the Project Cost i.e. i.e. 1.56 Crore (Rupees One Crore Fifty Six Lakhs only)
8.	Concession Period	44 years (including 12 months for obtaining approvals etc and construction period of 36 months)
9.	Validity of Offer	180 days from the Bid Due date

Note: The list is indicative only and is subject to correction for any factual or other errors. The Bidders must themselves verify sites and other details as needed for bidding.

- 1.1.2. The Selected Bidder, who is either a company incorporated under the Companies Act 1956 or the Companies Act, 2013 or undertakes to incorporate a company under the Companies Act 2013 as such prior to execution of the concession agreement (the "Concessionaire"), shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of the long term concession agreement (the "Concession Agreement") to be entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Document pursuant hereto.
- 1.1.3. The scope of work will broadly include construction of two stations, installation of towers and ropeway equipment, including ancillary works and operation and maintenance of the ropeway system on DBFOT basis.
- 1.1.4. The estimated cost of the Project (the "Estimated Project Cost") has been specified in 1.1.1 above. The assessment of actual costs, however, will have to be made by the Bidders. The Estimated Total Project Cost would include the cost of construction comprising civil, electrical, mechanical and other costs excluding cost of land. The concessionaire shall also pay required taxes such as GST and any other applicable taxes, etc.
- 1.1.5. The Concession Agreement sets forth the detailed terms and conditions for PPH of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "Concession").
- 1.1.6. The statements and explanations contained in this RFQ cum RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFQ cum RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the concession to be awarded pursuant to this 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 and the Authority shall not be liable for any inconsistencies/omissions/conflicts or contradictions in this RFQ cum RFP/Draft Concession Agreement in any manner whatsoever.

- 1.1.7. The Authority shall receive Bids in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFQ cum RFP as modified, altered, amended and clarified from time to time by the Authority (collectively the "Bidding Document"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in clause 1.3 for submission of Bids (The "Bid Due Date").
- 1.1.8. The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "Concession"). The Concession period of 44 years, includes the period of obtaining approvals, etc. of 12 months from date of signing of Concession Agreement and a construction period of 36 months, for development/ construction/setting up of the Ropeway System (the "Concession Period"). The extension of concession period shall be at the discretion of the Authority for which Authority will decide in the 26th year of the first concession period.

1.2. Brief Description of Bidding Process

- 1.2.1. The Authority has adopted a single-stage two-cover system (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Project. The First cover of the Bid comprising of the "Technical Bid" and the second cover comprising of the "Financial Bid" collectively referred to as the "Bid", to be submitted by the Bidders for undertaking the Project. The first stage of the evaluation (the "Qualification Stage") involves qualification of the Bidders as per the eligibility criteria stipulated in this RFQ cum RFP. At the end of this stage, the Authority intends to announce a short-list of the technically qualified Bidders whose financial bids only shall be opened for further evaluation.
- 1.2.2. Interested Bidders (the "Bidders") are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 180 days from the date specified in Clause 1.3 for Submission of Bids (the "Bid Due Date").
- 1.2.3. The RFQ cum RFP (The "Bid Documents") includes the draft Concession Agreement. The aforesaid document and any addendum issued subsequent to this RFQ cum RFP will be deemed to form part of the Bidding Document.
- 1.2.4. A Bidder(s) is required to deposit, along with its Bid, a bid security of i.e. Rs. 78 Lakhs (Rupees Seventy Eight Lakhs only) (the "Bid Security"), refundable not later than 180 (One Hundred Eighty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a performance security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of acceptable Bank guarantee or FDR to the Authority and in such event, the validity period of bank guarantee or FDR as the case may be, shall not be less than 180 (one hundred eighty) days from the bid Due date and a claim period of 60(sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be rejected if it is not accompanied by the Bid Security. The format of bank guarantee is provided at Appendix-II.
- 1.2.5. Bidders are invited to examine the Project in detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the concession including implementation of the project.
- 1.2.6. The Bidder shall quote Lowest VGF sought in absolute figure and Highest Annual Concession fee (ACF) (the "**Concession Fee**") in absolute figure in the 8th year of operations, payable to the Authority, for evaluation of the financial bid. The project will be awarded to the Bidder who score the highest Weighted financial score. The ACF

shall be paid from the 8th year and shall be increased by 1% in absolute figure over previous year's ACF rate upto 27th year and thereafter ACF shall be constant from 28th year onwards.

- 1.2.7. Generally, the Bidder, quoting the highest Annual Concession fee (ACF), shall be the Selected Bidder in Clause 3.8 of this RFQ cum RFP. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3.8.3 of this RFP be invited to match the Bid submitted by the highest Bidder in case such highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the highest Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process.
- 1.2.8. The Concessionaire shall be entitled to levy & charge a predetermined fare, as prescribed in the draft concession agreement and as given above.
- 1.2.9. Any queries or request for additional information concerning this Bid shall be submitted in writing through e-mail to the officer designated in Clause 2.14.4 below. The email communication shall clearly bear the following identification/title in the subject:

1.3. Schedule of Bidding Process:

The bidding schedule timeline is given below:

S. No.	Event Description	Date
1	Date of online Publication	20/07/2023 upto 5.00 P.M.
2	Downloading of tender start date & time	22/07/2023 from 5.00 P.M.
3	Last date for receiving queries	02/08/2023 till 5.00 P.M.
4	Pre-Bid Meeting	08/08/2023 at 11.00 A.M.
5	Authority response to queries latest by	16/08/2023 till 5.00 P.M.
6	Last date for Submission of bid	05/09/2023 till 2.00 P.M.
7	Physical submission of bid security/POA etc	05/09/2023 till 2.00 P.M.
8	Date of opening of Technical Bids	05/09/2023 at 3.00 P.M.

Note: Bid due date shall be minimum 15 days from the date of issue of response to queries/addendum if any.

2. Instructions to Bidders

2A. General

2.1. Scope and General Terms of Bidding

- 2.1.1. The Authority invites bids in order to select experienced and capable bidder for the implementation of the project.
- 2.1.2. The Technical-Financial Feasibility Report (TEFR) for the project is being provided (Follow the link for TEFR) only as a reference document by way of assistance to the Bidders who are otherwise expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the TEFR shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of these reports.
- 2.1.3. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Draft Concession 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 Concession Agreement.
- 2.1.4. The Bid should be furnished in the format at Annex 2 to Appendix-I : Technical Capacity of Bidder and Annex 3 to Appendix-I : Financial Capacity of Bidder. The Financial Bid shall consist of VGF sought and Annual Concession Fee (ACF), to be quoted by the Bidder clearly in both figures and words, in Indian Rupees, in prescribed format of Financial Bid and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.5. The Bidder should submit a Power of Attorney as per the format at APPENDIX-III: Format for Power of Attorney for signing of Bid, authorizing the signatory of the Bid to commit the Bidder.
- 2.1.6. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at APPENDIX-IV: Format for POA for Lead Member of Consortium.
- 2.1.7. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid as non-responsive and shall be liable to rejection.
- 2.1.8. The Bid and all communications in relation to or concerning the Bidding Document and the Bid shall be in English language.
- 2.1.9. The RFP including all attached documents, provided by the Authority are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of the clause 2.1.4 shall also apply mutatis mutandis to bids and all other documents submitted by the Bidder, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.10. This RFP is not transferable.
- 2.1.11. Any award of Concession pursuant to this RFQ cum RFP shall be subject to the terms of Bidding Documents.

2.1.12. Where the Bidder is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 2013 (the "SPV"), to execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

- a) number of members in a Consortium shall not exceed 3 (three). However, none of the members in a Consortium should be under any sort of ineligibility under the Bid documents.;
- b) subject to the provisions of clause (a) above, the Bid should contain the information required for each member of the Consortium;
- c) members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have an equity share holding of at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at APPENDIX-IV: Format for POA for Lead Member of Consortium, signed by all the other members of the Consortium;
- d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations;
- e) an individual Bidder cannot at the same time be member of a Consortium applying RFQ cum RFP. Further, a member of a particular Bidder / Consortium cannot be member of any other Bidder / Consortium applying for RFP;
- f) the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium.
- g) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at APPENDIX-V: Format For Joint Bidding Agreement (consortium), for the purpose of submitting a Bid. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:
 - i. convey the intent to form an SPV, solely for the purpose of domiciling the Project and no other purpose, with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium.
 - ii. clearly outline the proposed roles and responsibilities, if any, of each member.
 - iii. commit the minimum equity stake to be held by each member.
 - iv. commit that each of the members of the consortium, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than 26% (twenty-six per cent) of the subscribed and paid up equity share capital of the SPV; or 5% (five per cent) of the Total Project Cost specified in the Concession Agreement; whichever is higher.
 - v. members of the Consortium undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid-up equity of the SPV at all times until the third anniversary of the commercial operations date of the Project; and

- vi. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; and
 - vii. The lead member of consortium shall hold controlling equity at all times for entire concession period. (For avoidance of doubt the lead member shall hold equity more than other consortium partners at all times during entire concession period).
- h) Bidders/Consortium Members claiming technical experience other than Ropeway System shall enter into a Memorandum of Understanding with a CEN Standards OEM Ropeway Technology Equipment Manufacturer and supplier.
- i) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.
- 2.1.13. Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.
- 2.1.14. A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, Consortium Member or Associate.
- 2.1.15. Authority would place sole reliance on the certification provided by the Bidder in this regard in its letter comprising the Technical Bid.
- 2.1.16. In computing the Technical Capacity and Financial Capacity of the Bidder/ Consortium Members under Clauses 2.2.2 (A) and (B), respective Associates would also be eligible hereunder.

For purposes of this RFP, **Associate** means, in relation to the Bidder / Consortium Member / Technical Tie-Up Partner and/or to the OEM Ropeway Technology Equipment Manufacturer and supplier or its, a person who controls, is controlled by, or is under the common control with such Bidder/Consortium Member/Technical Tie-Up Partner/OEM Ropeway Technology Equipment Manufacturer and supplier (the "**Associate**"). As used in this definition, the expression "**control**" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

It is clarified that a certificate from Statutory Auditor of the Bidder or Consortium Member or qualified Chartered Accountant shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.

- 2.1.17. The following conditions shall be adhered to while submitting a Bid:
- (i) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

- (ii) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
- (iii) in responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.1 below; and
- (iv) in case the Bidder is a Consortium, each Member should substantially satisfy the RFP requirements to the extent specified herein.

2.1.18. While Qualification is open to an entity from any country, the following provisions shall apply:

- (i) Where, on the date of the Bid, not less than 25% (twenty five percent) of the aggregate issued, subscribed and paid-up equity share capital in a Bidder or its Member is held by an entity outside India or where a Bidder or its Member is controlled by an entity outside India; or
- (ii) if at any subsequent stage after the date of the Bid, there is an acquisition of not less than 25% (twenty five percent) of the aggregate issued, subscribed and paid-up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member.

Then the Eligibility of such Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.

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

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

2.1.19. 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 Application 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 an Application hereunder, mean the accounting year followed by the Applicant during its normal business.

2.1.20. During the period from the date of the Signing of the Concession Agreement until the Appointed Date (the "Development Period"), the Concessionaire shall maintain the existing Site including periphery roads inside the compound Site, in such a manner so as to ensure its maintenance and safety and in the event of any material deterioration or damage other than normal wear and tear, the Concessionaire shall undertake repair thereof. The Concessionaire shall make necessary provisions for inclusion of costs related to maintenance during the Development Period in its Bid.

2.1.21. Appointed Date: The date on which all conditions precedents are achieved by either party i.e. the Authority and Concessionaire as per signed concession agreement shall be termed as Appointed Date.

2.2. Eligibility of Bidders

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

2.2.1.1. The bidder may be a single entity or a group of entities (**"Consortium Member/Joint Venture"**), coming together to implement the Project. No bidder applying individually or as a member of a JV/Consortium can be member of another Bidder. However, since there are limited Ropeway manufacturers in the world who qualify under the Global Passenger Safety Standards (CEN Standards), they would be allowed to align (MOU) with multiple main bidders and a firm agreement with the successful bidder will be mandatory upon the Letter of Award (LOA). The term Bidder used herein would apply to both single entity and a JV/Consortium.

2.2.1.2. A bidder may be a natural person, private entity, company either incorporated in India or outside India, Limited Liability Partnership (LLP) firm, Partnership firm, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a JV/Consortium. A JV/Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.7 below.

2.2.1.3. A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as a mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "Damages") without prejudice to any other right or remedy that may be available to the Authority under the Bidding document and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest that affects the Bidding Process, if:

(i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest or management control or otherwise; provided that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2 (72) of the Companies Act 2013.

(ii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

(iii) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

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

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

2.2.1.5. Any investment by the Bidder, which is a foreign company and not registered under Companies Act 2013, shall comply with the latest Foreign Direct Investment (FDI) policies as issued by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India (GOI) and other rules and regulations as notified by GOI and Reserve Bank of India. The Bidder shall acquaint itself with all the policies and implications if any, for the proposed Bid before submission of the Bid.

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

A. Technical Capacity:

For demonstrating Technical Capacity and experience (the "Technical Capacity"), the Bidder claiming experience either solely or as consortium shall, over the past 5 (five) financial years preceding the Application Due Date; should possess experience of undertaking projects in any one or more of the following categories:

Category 1

Owned, operated & managed at least 1 (one) Passenger Ropeway System with minimum carrying capacity of 600 PPHPD.

AND/OR

Category 2

Owned, operated & managed at least one project in Core Sector having minimum project cost of Rs. 234 Crores (Rupees Two Hundred Thirty-Four Crores Only) excluding land cost. The project should have been undertaken as a PPP project on

BOT, BOLT, or on EPC/ Turnkey project basis or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity.

In this RFP, the Core Sector would be deemed to include highways & bridges, power, telecom, ports, airports, railways, metro rail, industrial parks/ estates, logistic parks, pipelines, irrigation and water supply & sewerage sectors.

AND/OR

Category 3

- (i) Installed at least one 1 (one) Passenger Ropeway System with minimum carrying capacity of 600 PPHPD during the last 10 (ten) financial years prior to the Bid Due Date.
- (ii) Further such entity should be able to demonstrate presence in installing and servicing Ropeway equipment during the last 10 (ten) financial years prior to Bid Due Date.

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 are 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.

B. Financial Capacity:

In all the above case of Category 1 , 2 and 3 Projects:

- (i) The Bidder shall have a minimum Net Worth (the "Financial Capacity") of Rs. 23.40 Crore (Rupees Twenty Three Crores and Forty Lakhs Only) at the close of the preceding financial year.
- (ii) The Bidder or its holding/ Associate company should be a net profit-making entity for the last five financial years (excluding two financial years 2020-21 and 2021-22 due to covid) preceding the bid due date.

In case of a Consortium, the combined technical & financial capacity of those Members, who have and shall continue to have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 2 (two) years from the date of full commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPV; and (ii) 5% (five per cent) of the Total Project Cost.

C. High Net worth Route

The prospective bidder(s) having a Net-worth of Rs 156 Crores (Rupees One Hundred Fifty Six Crores Only) & above, as on 31st March 2022 will be exempted

from the Technical Capacity & Financial Capacity as per Clause 2.2.2 (A) and Clause 2.2.2 (B) above (the "Minimum Eligibility Criteria"). However, such Bidder shall have to demonstrate this Net-worth independently, without forming a Joint Venture / Consortium.

2.2.3. **Technical Tie-Up:** The Bidder(s) applying under Category 2 or High Net Worth Route(C) shall enter into a MoU / agreement for technical support with an entity having below mentioned experience in respect of the Ropeway projects in conformity with the provisions of the Concession Agreement

- Owned, operated & managed at least 1 (one) Passenger Ropeway System with minimum carrying capacity of 600 PPHPD

Or

- Installed at least one 1 (one) Passenger Ropeway System with minimum carrying capacity of 600 PPHPD during the last 10 (Ten) financial years prior to the Bid Due Date.

Or

- CEN Standard OEM Ropeway Technology supplier with experience of manufacturing and commissioning at least 25 passenger ropeways across the globe.

The Bidder undertakes and agrees that in case the Project is awarded to it, the above technical tie up shall be valid for the entire Concession Period. The Bidders shall as part of their technical bid, attach the MoU / agreement for their technical tie up and other relevant documents (such as client certificates, statutory auditor certificate, etc.) in respect of the projects specified above in this Clause 2.2.3 so as to demonstrate the relevant technical experience of the Technical Tie Up Partner. However, the Bidder is permitted to change the Technical Tie Up partner after the Commercial Operation Date provided the new technical tie up partner meets the minimum eligibility criteria defined in RFP document. Considering the limited Technical Tie up Partners available in the field of ropeway, there is no restriction on the ropeway system Technical Tie up Partner to associate with only one bidder. Different Bidders can submit the MOU with a particular Technical Tie up Partner. However, the Bidder is not permitted to change the Technical Tie up Partner after the submission of Bid.

2.2.4. **O&M Experience:** The Bidder, either by itself (any member in case of a JV/Consortium) or through its Technical Tie-up Partner, needs to have O&M experience of a period of 5 (Five) years or more. The Bidder, in its agreement with Technical Tie-up Partner will ensure commissioning of the project and clearly specify the training provided to its manpower by the Technical Tie-up Partner for Operation and Maintenance of the system. In case the Bidder fails in the above the Concession Agreement shall be liable to termination.

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

- (i) Certificate(s) from a Chartered Accountant/Statutory Auditor¹ or the concerned client(s) stating the payments made, as the case may be, during the past 5 (five) years (immediately preceding the Bid Due Date) in respect of the projects specified in paragraph 2.2.2(A) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a JV/consortium), the Bidder should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and

¹ Chartered Accountant/Statutory Auditor should be member of the Institute of Chartered Accountants of India.

- (ii) Certificate(s) from a Chartered Accountant/Statutory Auditor specifying the net worth of the Bidder, as at the close of the financial year (immediately preceding the Bid Due Date), and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.5(ii). For the purposes of this **RFQ cum RFP**, net worth (the "**Net Worth**") shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits after deducting the aggregate value of accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but doesn't include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

- 2.2.6. The Bidder shall submit a Power of Attorney as per the format at Appendix-III, authorizing the signatory of the Bid to commit the Bidder. In case of a JV/Consortium, the members shall submit a Power of Attorney in favour of the Lead Member as per format at Appendix-IV.

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

- 2.2.7. Where the Bidder is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 2013 (the "SPV"), to execute the Concession Agreement and implement the Project. In case the Bidder is a JV/Consortium, it shall, in addition to forming an appropriate SPV, comply with the following additional requirements:

- 2.2.7.1 Number of members in a JV/consortium shall not exceed 3 (three).

- 2.2.7.2 The Bid should contain the information required for each member of the JV/Consortium.

- 2.2.7.3 Members of the JV/Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have an equity share holding of at least 26% (twenty-six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-IV, signed by all the other members of the JV/Consortium.

- 2.2.7.4 The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations.

- 2.2.7.5 An individual bidder cannot at the same time be member of a JV/Consortium bidding for the project. Further, a member of a particular bidder JV/Consortium cannot be member of any other bidder JV/Consortium bidding for the project.

- 2.2.7.6 Members of the JV/Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-V (the "Jt. Bidding Agreement"), for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted along with the bid, shall, inter-alia

- 2.2.7.6.1 convey the intent to form an appropriate SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the

- Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the JV/Consortium;
- 2.2.7.6.2 clearly outline the proposed roles and responsibilities, if any, of each member;
 - 2.2.7.6.3 commit the minimum equity stake to be held by each member;
 - 2.2.7.6.4 commit that each of the members of the Consortium, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement;
 - 2.2.7.6.5 members of the JV/Consortium undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid-up equity of the SPV at all times until the second anniversary of the commercial operation date of the Project; and
 - 2.2.7.6.6 include a statement to the effect that all members of the JV/Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Closure of the Project is achieved in accordance with the Concession Agreement; and
 - 2.2.7.6.7 except as provided under this "Bidding Document", there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.
- 2.2.8. Any entity which has been barred by the Central/State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a JV/Consortium.
- 2.2.9. A Bidder including any JV/Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the bidder, JV/Consortium member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, JV/Consortium Member or Associate.
- 2.2.10. In computing the Technical Capacity and Net Worth of the Bidder/ Members of JV/Consortium under Clauses 2.2.2, 2.2.3, 2.2.4, 3.2, 3.3, 3.4 and 3.5, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.
- Note-1:** In case a Bidder is a JV/Consortium, and then the term Bidder as used in this Clause 2.2.1, shall include each Member of such Consortium.
- Note-2:** For purposes of this **RFQ cum RFP**, **Associate** means, in relation to the Bidder / Consortium Member / Technical Tie-Up Partner and/or to the OEM Ropeway Technology Equipment Manufacturer and supplier or its, a person who controls, is

controlled by, or is under the common control with such Bidder/Consortium Member/Technical Tie-Up Partner/OEM Ropeway Technology Equipment Manufacturer and supplier (the "**Associate**"). As used in this definition, the expression "**control**" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

- 2.2.11. The following conditions shall be adhered to while submitting a Bid:
- 2.2.11.1 Bidder should attach clearly marked and referenced continuation sheets in case the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidder may format the prescribed forms making due provision for incorporation of the requested information.
 - 2.2.11.2 Information supplied by a Bidder (or its constituent member if the Bidder is a JV/Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms.
 - 2.2.11.3 in responding to the Bid submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.1 below; and
 - 2.2.11.4 in case the Bidder is a JV/consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.
- 2.2.12. While the Bid is open to persons from any country, following provisions shall apply:
- 2.2.12.1 Where, on the Bid submission date, any share of the aggregate issued, subscribed and paid-up equity share capital in a Bidder or its Member is held by persons resident outside India, or where a Bidder or its Member is controlled by persons resident outside India, it shall be governed by the latest rules & regulations of Foreign Exchange Management Act (FEMA) and Securities & Exchange Board of India (SEBI); or
 - 2.2.12.2 if at any subsequent stage after submission of the Bid, there is an acquisition of shares, beyond the limit permitted by the latest rules & regulations of Foreign Exchange Management Act (FEMA) and Securities & Exchange Board of India (SEBI), of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Members; then the Qualification of such Bidder or in the event described in sub-clause (b) above, the continued Qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.

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

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

- 2.2.13. 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.
- 2.2.14. The Selected Bidder would be required to make a payment of 1% of project cost i.e. i.e. 1.56 Crores (Rupees One Crore Fifty Six Lakhs only) for the project development Fee (PDF) to the authority either in the form of NEFT/RTGS/Demand Draft in favour of "....." payable at..... or transfer the money by any electronic mode to the account, the details of which are given in clause 2.14.1 of this RFQ cum RFP. This Project development fee shall be paid as per Clause 2.28 of this RFQ cum RFP.

2.3. Change in composition of the Consortium

- 2.3.1 Change in the composition of a Consortium will not be permitted by the Authority during the Qualification Stage after submission of bid.
- 2.3.2 Where the Bidder is a Consortium, change in the composition of a Consortium may be permitted by the Authority during the Bid Stage, only where:
- 2.3.2.1 the Lead Member continues to be the Lead Member of the Consortium;
- 2.3.2.2 the substitute is at least equal, in terms of Technical Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and
- 2.3.2.3 the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally and is not an Applicant/Member/Associate of any other Consortium bidding for this Project.
- 2.3.2.4 In the event the bid had already been submitted and a change in the JV/consortium is desired then it must be sent in writing to the Authority for approval. However, the basic qualifying criteria of the JV/Consortium should remain unchanged.
- 2.3.3 Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing.
- 2.3.4 The modified/ reconstituted Consortium shall submit a revised Jt. Bidding Agreement before the Bid Due Date.
- 2.3.5 Notwithstanding anything to the contrary contained in sub-clause (c) (i) of Clause 2.2.1, an Applicant may, within 10 (ten) days after the Application Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, or otherwise and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.

2.4. Number of bids

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

2.5. Cost of Bidding

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

2.6. Site visit and verification of information

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

2.7. Acknowledgement by Bidder

- 2.7.1 It shall be deemed that by submitting a Bid, the Bidder has:
 - 2.7.1.1 made a complete and careful examination of the Bidding Document.
 - 2.7.1.2 received all relevant information requested from the Authority;
 - 2.7.1.3 accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Document or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.6 above;
 - 2.7.1.4 satisfied itself about all matters, things and information including matters referred to in Clause 2.6 herein above necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Document and performance of all of its obligations thereunder;
 - 2.7.1.5 acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.6 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
 - 2.7.1.6 acknowledged that it does not have a Conflict of Interest; and
 - 2.7.1.7 agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.7.2 The Authority shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ cum RFP, or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.8. Right to accept or reject any or all Bids

- 2.8.1 Notwithstanding anything contained in this RFQ cum RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible bidders to submit fresh Bids hereunder.
- 2.8.2 The Authority reserves the right to reject any Bid if:
- 2.8.2.1 at any time, a material misrepresentation is made or uncovered, or
 - 2.8.2.2 the bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
- If the Bidder is a JV/Consortium, then the entire JV/Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:
- 2.8.2.2.1 invite the remaining Bidders to match the Highest Bidder/ submit their Bids in accordance with the RFQ cum RFP; or
 - 2.8.2.2.2 take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 2.8.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Bidder/SPV has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Document, the Concession Agreement or under applicable law.
- 2.8.4 The Authority reserves the right to verify all statements, information and documents submitted by the bidder in response to the RFQ cum RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2B. Documents

2.9. Contents of the RFQ cum RFP

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

Invitation for Bids

Section 1. Introduction

Section 2. Instructions to bidder

Section 3. Criteria for Evaluation

Section 4. Fraud & Corrupt Practices

Section 5. Pre-Bid Conference

Section 6. Scope of Work

Section 7. Miscellaneous

Appendices

Appendix I: Letter comprising the Bid

Annex -1 to Appendix-I: Details of Bidder

Annex-2 to Appendix-I: Technical Capacity of Bidder

Annex-3 to Appendix-I: Financial Capacity of Bidder

Annex-4 to Appendix-I: Details of Eligible Projects

Annex-5 to Appendix-I: Statement of Legal Capacity

Appendix II: Format of Bank Guarantee for Bid Security

Appendix III: Power of Attorney for signing of Bid

Appendix IV: Power of Attorney for Lead Member of JV/Consortium

Appendix V: Joint Bidding Agreement

Appendix VI: The Financial Bid

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

2.10. Clarifications

- 2.10.1 Bidders requiring any clarification on the RFP may notify the Authority in writing through e-mail in accordance with Clause 1.2.9 above. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries and use addenda, if any, within the period specified therein. Time from the date of issue of clarification/addenda to bid due date shall in no case be less than 15 (fifteen) days. The responses will be sent through e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.10.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.10.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.11. Amendment to the RFQ cum RFP

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

2C. Preparation and Submission of Bids

2.12. Language

- 2.12.1 The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.13. Format and Signing of Bid

- 2.13.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those bids that are received in the required formats and complete in all respects. Incomplete and/ or conditional bids shall be liable to rejection.
- 2.13.2 The Bidder shall prepare 1 (one) original set of the Bid (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Bidder shall submit 2 (two) copies of the Bid, along with documents required to be submitted along therewith pursuant to this RFP, marked "COPY". The Bidder shall also provide 2 (two) soft copies in Pen Drive. In the event of any discrepancy between the original and the copy, the original shall prevail.
- 2.13.3 2.12.3 The Bid and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. The Bid shall contain page numbers and shall be bound together in hard cover.

2.14. Submission and Opening of Bids

- 2.14.1 The Bidder shall pay ₹ 10,000/- (Rupees Ten Thousand only) plus GST as applicable, as the cost of Bidding process. This can be paid either by NEFT/RTGS/Demand Draft/Bankers cheque in favour of " ROPEWAY & RAPID TPT SYS DEV CORP HP LTDS", for which the details of bank are as under:

Name of bank	Bank Address	IFSC Code	A/c No	Type of Account
HDFC the Mall Shimla	Shimla	HDFC0000524	50100297437422

- 2.14.2 The Bidder shall submit the Bid in the format specified at Appendix-I, together with the documents specified in Clause 2.14.3A and seal it in an envelope and mark the envelope as "Technical Bid". The Bidder shall submit the Financial Offer in the format specified at Appendix- V and seal it in another envelope and mark the envelope as "Financial Bid".

Both the envelopes of the Technical Bid and the Financial Bid shall then be sealed in an outer envelope and mark the envelope as "Bid". The Bidder shall seal the original and the copy of the Bid, together with their respective enclosures, in separate envelopes duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Clauses 2.13.2 and 2.13.3.

2.14.3 (A) Each Technical Bid envelope shall contain:

- (i) Scanned copy of proof of payment of cost of bidding process.
- (ii) Scanned copy of the "**Bidding Document**" duly filled in and signed by the bidder on each page. This will also include following: -
 - (a) Letter comprising the Bid as per the format at Appendix-I along with the annexures and supporting documents.
 - (b) Details of Bidder at Annex 1 to Appendix-I;
 - (c) Details of Technical Capacity of Bidder at Annex 2 to Appendix-I;
 - (d) Details of Financial Capacity of Bidder at Annex 2 to Appendix-I;
 - (e) Details of Eligible Projects at Annex 3 to Appendix-I;
 - (f) Statemen of Legal Capacity at Annex 4 to Appendix-I;
 - (g) Bank Guarantee at Appendix-II;
 - (h) Power of attorney for signing the bid as per the format at Appendix-III;
 - (i) If applicable, the Power of Attorney for Lead Member of JV/Consortium as per theformat at Appendix-IV;
 - (j) Joint Bidding agreement in the format at Appendix V;
 - (k) Scanned copy of concession agreement duly signed on each page.

(B) Each Financial Bid envelope shall contain:

- (i) Financial Offer in the prescribed format (Appendix-V);

The final outer envelopes having the Original and Copy, shall clearly bear the following identification:

Bid for: "Development of Passenger Ropeway System at Bir Billing in Kangra, Himachal Pradesh on PPP with VGF" and shall clearly indicate the name, address, fax number of the Bidder, along with contact person's name, mobile number & email address. In addition, the Bid Due Date should be indicated on the right hand corner of each of the envelopes.

2.14.4 Each of the envelopes shall be addressed to:

ATTN. OF:	Deputy General Manager, Ropeway and Rapid Transport System Development Corporation H.P. Ltd (RTDC)
ADDRESS:	US Club, Shimla – 171001
PHONE NO.:	0177-2811001, 2811003, 04
E-mail ID:	dgmrtldchp@gmail.com

- 2.14.5 If the envelopes are not sealed and marked as instructed above, RTDC assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.
- 2.14.6 Bids submitted by fax, telex, telegram, or e-mail shall not be entertained and shall be rejected.
- 2.14.7 Submission of the Bid
- Hardcopy of the Bid should be submitted before HHMM hours on or before the Bid Due Date.
 - The Bidder shall submit the Hardcopy of the Bid in the format specified at Appendix-I, together with the documents specified in Clause 2.14.3A and seal it in an envelope and mark the envelope as "Technical Bid".
 - The Demand Draft or Bank Guarantee in original towards the payment of the Bid Security shall be put in a separate envelope inside the Technical Bid envelope and mark the envelope as "Bid Security".
 - The Bidder shall submit the Financial Offer in the format specified at Appendix-V and seal it in another envelope and mark the envelope as "Financial Bid".
 - Both the envelopes of the Technical Bid and the Financial Bid shall then be sealed in an outer envelope and mark the envelope as "Bid".
 - The Bidder shall seal the original and the copies of the Bid, together with their respective enclosures, in separate envelopes duly marking the envelopes as "ORIGINAL" and "COPY".
 - The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Clauses 2.14.2 and 2.14.3.

RTDC may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.

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

2.15. Bid Due Date

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

2.16. Late Bids

- 2.16.1 E- Portal system will not allow submission after due date and time. The bidders are therefore advised to complete the submission process well in time to avoid any last-minute hiccups. The authority does not take any responsibility for any such bids which could not be submitted on time.

2.17. Contents of the Bid

- 2.17.1 The contents of bid are prescribed in clause 2.14.8. The bid shall be furnished in the Format at Appendix-I.

2.18. Modifications/substitution/withdrawal of bids

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

2D. Evaluation Process

2.19. Opening and Evaluation of Bids

- 2.19.1 RTDC shall open the Technical Bids at HHMM hours IST on the Bid Due Date, at the place specified in Clause 2.13.3 and in the presence of the Bidders who choose to attend.
- 2.19.2 Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.21 shall not be opened.
- 2.19.3 RTDC will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 3.
- 2.19.4 Bidders are advised that qualification of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.19.5 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 any Project is subsequently awarded to it under the Bidding Process on the basis of such information.

2.20. Rejection of Bids

- 2.20.1 The Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Bid or to give any reasons for their decision.
- 2.20.2 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.
- 2.20.3 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 relevant project from computation of the Experience Score of the Applicant.
- 2.20.4 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Experience Score, and may also, while computing the aggregate Experience Score of the Applicant, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with the provisions of Clauses 2.19.1.

2.21. Validity of Bids

- 2.21.1 The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.22. Confidentiality

- 2.22.1 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.

2.23. Tests of Substantial Responsiveness

- 2.23.1 The Authority shall determine whether each Bid is substantially responsive to the requirements of the RFQ cum RFP. A Bid shall be considered substantially responsive only if:
- 2.23.1.1. it contains the proof of payment of requisite amount towards the cost of the bidding Process (further evaluation of bids, whose payment is not received, will not be done).
 - 2.23.1.2. it is accompanied by the Bid security on the prescribed format and the same has been verified from the bank (further evaluation of bids, not having a valid tender security, will not be done).
 - 2.23.1.3. it is received with the letter comprising the bid as per format at Appendix-I along with all the annexures.
 - 2.23.1.4. It is signed on each page.
 - 2.23.1.5. it is accompanied by the Power(s) of Attorney as specified in Clause 2.2.6 and Clause 2.2.7.3;
 - 2.23.1.6. it contains all the information (complete in all respects) as requested in this RFQ cum RFP;
 - 2.23.1.7. it contains information in formats substantially same as those specified in this RFQ cum RFP;
 - 2.23.1.8. it contains certificates from its statutory auditors / Chartered Accountant in the formats specified at Annex-2 to Appendix-I of the RFQ cum RFP for each Eligible Project;
 - 2.23.1.9. it is accompanied by the Joint Bidding Agreement (for JV/Consortium), specific to the Project, as stipulated in Clause 2.2.7.6;
 - 2.23.1.10. it does not contain any condition or qualification;
 - 2.23.1.11. it is not non-responsive in terms hereof; and
 - 2.23.1.12. Bids found responsive in terms of clause 2.22.1 above shall further be evaluated for their Technical and Financial Capacity and experience score will be assigned to each bidder in accordance with the provisions set out in section-3.
- 2.23.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Bid.

2.24. Clarifications

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

2.25. Proprietary data

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

2.26. Correspondence with the Bidder

- 2.26.1. 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.

2E. Bid Security

2.27. Bid Security

- 2.27.1. The Bidder shall deposit a Bid security of Rs. 78 Lakhs (Rupees Seventy Eight Lakhs only) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either in the form of a Bank Guarantee acceptable to the Authority as per the Format of Bank Guarantee at Appendix-II or FDR in favour of Deputy General Manager RTDC Shimla, Himachal Pradesh.
- 2.27.2. Any Bid, not accompanied by the Bid Security, shall be rejected by the Authority as non-responsive.

2F. Project Development Fee

2.28. Project Development Fee (Non – Refundable)

The Selected Bidder, within 60 (sixty) days of issuance of the Letter of Award (LOA), shall make a payment of 50% of Project Development Fee of i.e. Rs. 1.56 Crore (Rupees One Crore Fifty-Six Lakhs only), i.e. Rs. 78 lakhs (Rupees Seventy Eight Lakhs Only) in the form of NEFT/RTGS/Demand Draft in favour of "Development Authority", payable at Shimla, against expenses incurred ("Project Development Fee") in respect of the Project towards the following:

- (a) Engagement of various consultants.
- (b) Project promotions including issuance of advertisement in print media and developmental expenditure related to project conducting pre-bid meeting(s) etc. by RTDC.

The Concessionaire shall pay balance 50% of Project Development Fee of i.e. Rs. 1.56 Crore (Rupees One Crore Fifty-Six Lakhs only), i.e. Rs. 78 lakhs (Rupees Seventy-Eight Lakhs Only) in the form of NEFT/RTGS/Demand Draft within seven (7) days after the Conditions Precedent have been met.

The Selected Bidder shall make payment of all taxes, levies etc. as may be applicable at the time of payment. This Project Development Fee shall be irrevocable & non-refundable.

3. Criteria for Evaluation of Technical Bid

3A. CRITERIA FOR EVALUATION OF TECHNICAL BIDS

3.1. Evaluation parameters for Qualification Stage

- 3.1.1. Only those Bidders who meet the eligibility criteria specified in Clauses 2.2.2 and clause 2.2.3 above shall qualify for evaluation under this Section-3. Bid of firms/JV/Consortium who do not meet these criteria, shall be rejected.
- 3.1.2. The Bidder's competence and capability is proposed to be established by the following parameters:
 - 3.1.2.1. Technical Capacity; and
 - 3.1.2.2. Financial Capacity

3.2. Technical Capacity for purposes of evaluation

- 3.2.1. The experience of having undertaken Projects (Ropeway or otherwise) as specified in Clause 2.2.2 (A) would qualify as eligible projects (the "Eligible Projects") for the purpose of evaluating Technical Capacity and eligible experience (the "Eligible Experience").
- 3.2.2. For evaluating Technical Capacity under this Clause, Eligible Experience shall be measured only for Eligible Projects undertaken by the Bidder/ Members of the Consortium. However, in case the Bidder is applying through the High Net-Worth Route or under Category 2, it is required to enter into a MoU/ Agreement for technical support with an entity having mandatory experience of Ropeway project/s as specified in Clause 2.2.3 of this RFP.
- 3.2.3. In the event, any Eligible Project has been undertaken by the Bidder as a part of a Joint Venture/ Consortium, then the Bidder claiming experience in respect of such Project should have held, in the company owing the Eligible Project, a minimum of 26% (twenty-six per cent) equity during the period for which Eligible Experience is being claimed.
- 3.2.4. 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.

3.3. Financial Capacity for the purpose of evaluation:

- 3.3.1. The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 5 (five) financial years, preceding the year in which the Bid is made.
- 3.3.2. 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.
- 3.3.3. The Bidder must establish the minimum Net-worth specified in Clause 2.2.2 (B), and provide details as per format at Annex-III of Appendix-I.

3.3.4. The Bidder applying through the High Net-worth Route must establish that it has the Net worth of 100% of the Total Estimated Project Cost in the preceding financial year in terms of Clause 2.2.2(C), and accordingly provide details as per format at Annex-III of Appendix-I duly certified by its statutory auditor.

3.4. **Technical Tie-Up:** The Bidder(s) applying under Category 2 or High Net Worth Route(C) shall enter into a MoU / agreement for technical support with an entity having below mentioned experience in respect of the Ropeway projects in conformity with the provisions of the Concession Agreement

- Owned, operated & managed at least 1 (one) Passenger Ropeway System with minimum carrying capacity of 600 PPHPD,
Or
- Installed at least one 1 (one) Passenger Ropeway System with minimum carrying capacity of 600 PPHPD during the last 10 (Ten) financial years prior to the Bid Due Date.
Or
- CEN Standard OEM Ropeway Technology supplier with experience of manufacturing and commissioning at least 25 passenger ropeways across the globe.

3.5. For a project to qualify as an Eligible Project under Clause 3.2.1 above:

3.5.1. It should have undertaken a PPP project on BOT, BOLT, BOO, BOOT or EPC or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession, or contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly such as a passenger ropeway, aerial ropeway, cable car or funicular will normally be included in this category even if it is not based on a long-term agreement with a public entity;

the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty-six percent) equity during the entire year for which Eligible Experience is being claimed; and

3.5.2. the entity claiming experience shall, during the past 5 (Five) financial years preceding the Bid Due Date, have paid for development of the Eligible Project (excluding the cost of land).

3.5.3. The Bidder shall quote experience in respect of a particular Eligible Project under any one category only, even though the Bidder (either individually or along with a member of the JV/Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

3.6. Details of Experience

3.6.1 The Bidder should furnish the details of Eligible Experience of Technical Capacity as per Clause 2.2.2.(A) above, immediately preceding the Bid Due date.

3.6.2 The Bidder(s) / Consortium must provide the necessary information relating to Technical Capacity as per the format at Annex-2 to Appendix-I.

The Bidder(s) / Consortium should also furnish the required project-specific information and evidence in support to its claim of Technical Capacity, as per format at Annex-4 to Appendix-I.

3.7. Short-listing of Bidders

3.7.1 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 and measured in terms of its project experience {and that of the Technical Tie Up Partner in case of Bidder applying through the High-Net-worth Route or under Category2} to determine the technical and financial competency/ capability of the Bidder/s vis -à-vis the requirements of Clauses 2.2.2 & 2.2.3 of this RFP. It is clarified here that in the event, after evaluation of the information, documents and credentials submitted by the Bidder in respect of its Technical Tie Up Partner are not found to be sufficient or the Technical Tie Up Partner does not possess the mandatory experience of Ropeway project/s as specified in Clause 2.2.3 of this RFP Document, the Bid of such a Bidder shall be disqualified.

3.7.2 The financial bids (second cover) of all the technical qualified bidder will be open for selection of successful bidder.

3.8. Selection of Bidder

Subject to the provisions of Clause 2.20.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who score highest Financial Scope as per below table shall be declared as the selected Bidder (the "Selected Bidder").

The project will be awarded to the bidder on the basis of overall score obtained as per formula specified below. The Lowest VGF sought and the Highest Annual Concession Fee for the 8th year offered by the bidder shall be given a Financial Score out of 100 marks:

Part	Particulars	Financial Score (A)	Weightage (B)	Weighted Financial Score [© = (A)x(B)]
Part I	VGF Sought by the Bidder	VGF Quoted by the lowest Bidder/VGF Quoted by the Bidder X 100 = (X)	70%	(0.7) (X)
Part II	Annual Concession Fee payable to the Concessioning Authority for the first year (from the 8 th year onwards)	100 X Annual Concession Fee quoted by the Bidder for the first year/ Annual Concession Fee quoted by highest Bidder for the first year= (Y)	30%	(0.3) (Y)

The scores secured based on evaluation of the financial offer as per the above table shall be Total Weighted Financial Score of the bidder for the project ("Total Weighted Financial Score"). The total weighted financial score shall be the sole criteria for evaluation of Financial Bids. In this RFP, the term "Highest Bidder" shall be mean the Bidder who got highest Total Weighted Financial Score.

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.

- 3.8.1 In the event that two or more Bidders score same Score, as the case may be (the "Tie Bidders"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.8.2 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the "first round of bidding"), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the "second round of bidding"). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.
- 3.8.3 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 3.6.3, the Authority may, in its discretion, invite fresh Bids (the "third round of bidding") from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.
- 3.8.4 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.8.5 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

3.9. Contacts during Bid Evaluation

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

4. Fraud and Corrupt Practices

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

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

5. Pre-Bid Conference

- 5.1 Pre-Bid conferences of the Bidders shall be convened in the office of authority mentioned in clause 2.14.4 at the time and date as mentioned clause 1.3. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process. The Authority shall provide clarifications to only those queries which Authority has received in writing from the Bidders. The Authority will not provide clarifications to queries received orally.

6. Scope of Work

6.1. Background

Himachal Pradesh is one of the most popular and easily accessible hill states in the northern part of India. People from different part of India visit the state seeking beauty, peace of mind and a comfortable atmosphere. The state is also known as The Land of Gods, provides a diverse range of flora and fauna, fairs and fests, culture and heritage, cuisine and adventurer destinations. There are several adventure destinations in the state that are famous in their way in which Bir-Billing is one of the adventure destination that is famous for its parasailing activities in the whole wide world.

The Bir and Billing are two small rural towns in the western part of Joginder Nagar valley that are situated in Distt. Kangra of Himachal Pradesh and is renowned for its state-of-the-art paragliding sports. In addition to this, the town is also famous for ecotourism, spiritual studies and medication activities along with several Tibetan Buddhist monasteries and supportive centres of the Nyingma school, the Karma Kagyu school and the Sakya School.

Bir billing is considered to be the best paragliding/ hang gliding sites in the whole Asia region due to its favourable flying conditions which resulted in various championships that have been held at this location in the past such as Hang-Gliding world cup in 1984 and Paragliding world cup in 2015. Thus, Bir billing is primarily famous for paragliding in which Billing is the village that is take-off site for paragliding and Bir has a landing site. This sport plays a major role in the attraction of the domestic as well as a foreign tourist in abundance throughout the year.

In addition to sky flying, the village is also famous for its 21.1 km Half marathon which is a part of Hell Race series, mountain biking, trekking and the famous Bir music festival. However, there are various issues related to road safety and environment. There have been some fatal accidents due to slippery and crowded roads during the high influx of tourists.

In order to overcome these issues and help in enhancing the influx of tourists in Bir billing area, an alternate mode of transport is required and is being catered to by providing a passenger ropeway system.

6.2. Features

The aerial distance between LTP and UTP at Bir Billing in Kangra, Himachal Pradesh is approximately 3512 m. The lower terminal point (LTP) for the proposed ropeway is situated at Bir village and the Upper Terminal Point (UTP) is at Billing.

6.3. Scope of Work

The intended work is to provide connectivity through continuously moving detachable aerial ropeway at Bir Billing in Kangra, Himachal Pradesh. The scope of work will be as follows:

- 6.3.1. The successful bidder will prepare the concept plan for the development of aerial ropeway system as per their own design based on the alignment provided by development Authority, the Authority, which includes the development of stations at locations and necessary Towers.
- 6.3.2. The firm will develop the Tourist Passenger Aerial ropeway system as per CEN (European) standards by a CEN certified and accredited Ropeway Manufacturer.

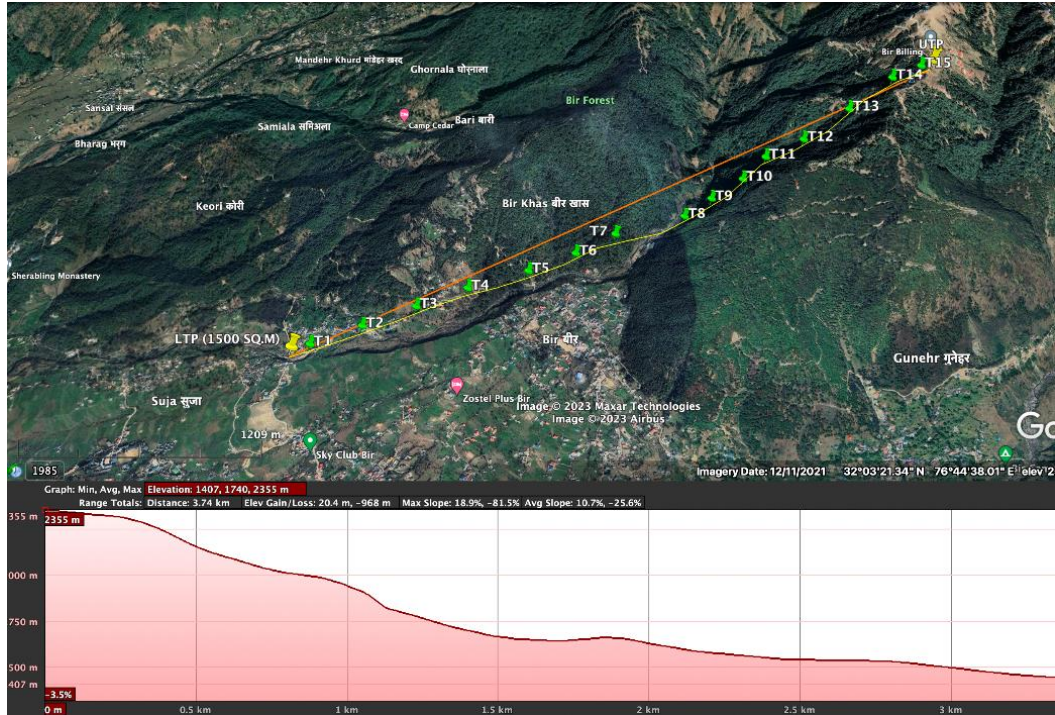
- 6.3.3. The work may also include development of ropeway stations with proper access on the distance allotted by the Authority, as per their own concept according to the development permitted by local authorities in that area.
- 6.3.4. The concessionaire will develop all the necessary and sufficient infrastructure, required for the effective operation of ropeway, dispersal of traffic, parking, cloak room, evacuation of people etc. at stations as per instructions given by the Authority.
- 6.3.5. The Concessionaire will provide necessary infrastructure for smooth passage between the proposed at Bir Billing in Kangra, Himachal Pradesh for passengers to commute.
- 6.3.6. The Concessionaire will plan aerial ropeway system to connect between proposed stations by fixing the span between two towers, number of towers and height of tower at all point as per their own concept and design. However, Concessionaire has to submit the plan and design of the same to RTDC the Authority for its approval.
- 6.3.7. The Concessionaire will design entire ropeway system including civil design of stations, intermediate towers, any other structure required as per their concept on their own cost and the same shall be submitted to RTDC, the Authority for their review and approval before implementation and execution
- 6.3.8. The concessionaire before start of commercial operation should get the system safety certification from accredited notified body according EU regulation (EC) 2016/424. It should be officially certified inspection body and testing body according to EN ISO/IEC 17020 (inspection) EN ISO/IEC 17025 (testing). Accredited scope of standards for inspection body should include at least most important CEN ropeway standards as e.g. EN 1709, EN 12929, EN 12930.
- 6.3.9. The Concessionaire will get final approval along with system safety certification as per CEN standards from accredited body from The Ropeway and Rapid Transport System Development Authority Corporation HP Ltd. (RTDC), the Authority for the entire ropeway system after its development and before the commercial operation. The operation of the ropeway system has to be carried out as per the CEN standards and safety standards rules approved by the state government time to time till the concession period.
- 6.3.10. The stations developed at all locations will have to be maintained properly to meet need of passengers/tourists as per the prevailing laws and regulation of the state government.
- 6.3.11. The maintenance of entire ropeway system will be carried out as per the CEN Standards and prevailing rules for safety and security laid down by the government time to time for entire concession period.
- 6.3.12. The Concessionaire will provide best in class safety mechanism (as per CEN Standards) in the entire ropeway system to prevent any accident and mishaps during operation for entire concession period. Accordingly, bidder will submit the safety plan to RTDC, the Authority in advance prior to start of operation.
- 6.3.13. The Concessionaire has to provide necessary public announcement and security system (as per CEN Standards) along the alignment to alert passengers and prevent any breach in the security. To achieve this the bidder will plan security mechanisms such as, deployment of specialised personal at vantage points, CCTV security system, PA system, alarm system or any other system which he seems suitable at his own cost.
- 6.3.14. The Concessionaire will provide suitable evacuation system as per CEN standard in case of emergency stoppage of ropeway in midway, any failure in the tower, failure in machinery or any other problems in the cable car, etc. during the operation of ropeway.

- 6.3.15. The Concessionaire will develop the entire ropeway system considering earthquake factor as per earthquake zone defined in IS codes for this project area.
- 6.3.16. The concessionaire will have to take insurance for the passengers, insurance of the machinery, equipment, civil structures, etc
- 6.3.17. The Concessionaire will provide medical aid system at all stations by deploying first aid units and ambulances or the concessionaire may also tie up with local ambulance services wherever possible
- 6.3.18. The Concessionaire has to provide efficient fire detection and suppression system for the entire ropeway including stations.
- 6.3.19. The Concessionaire will submit operations manual, standard operating procedure, maintenance manual, overhauling system of the ropeway, traffic dispersal system, evacuation plan of people for all the stations, fire-fighting system, medical aid system, security system, etc. for the approval of RTDC, the Authority before the operation.
- 6.3.20. All the necessary statutory approvals needed for construction and operation will be taken by the Concessionaire prior to the sanction of plan, during the construction period and operation of services, etc
- 6.3.21. The Concessionaire will take power connection directly from source, as required for the entire ropeway system including terminal stations.
- 6.3.22. The Concessionaire will provide alternate power source for existing system in case of emergency, with adequate numbers of generators at all the stations (terminal stations and mid stations)
- 6.3.23. The Concessionaire will arrange at their own cost- Information Network system, including telephone line, OFC cables, etc. as per their requirement. The ropeway system should be mounted with modern cabins.
- 6.3.24. The Concessionaire should implement and execute any other works related to smooth operation and maintenance of entire ropeway system during concession period as and when directed by RTDC, the Authority at its own cost.
- 6.3.25. The Concessionaire should arrange and develop a system to monitor weather (wind speed, rainfall, etc.) in liaison with Meteorological Department to ensure safe services.
- 6.3.26. The Concessionaire shall pay to the Authority irrevocable and non-refundable Project Development Fee @ 1% of project cost i.e. of Rs. 1.56 Crore (Rupees One Crore Fifty Six Lakhs Only) in the form of NEFT/RTGS/Demand Draft in favour of Ropeway and Rapid Transport System Development Corporation, HP Ltd as per clause 2.28 above.

6.4. Project Location and Cost

The project is proposed at Bir Billing in Kangra, Himachal Pradesh. Total estimated cost of the project is Rs. 156 Crores.

- 6.4.1. Proposed Alignment
The proposed alignment at Bir Billing in Kangra, Himachal Pradesh is 3512 m, with 2 stations.



LTP

Coordinates:

Latitude - 32°02'44.28"N
Longitude - 76°42'31.64"E

UTP

Coordinates:

Latitude - 32°03'02.77"N
Longitude - 76°43'34.83"E

6.4.2. SYSTEM DETAILS:

Following are the basic assumptions for the project as envisaged by the Authority. However, the bidder can suggest a suitable design which will make the ropeway more efficient and attractive to users. Given below are indicative figures for MGD Systems:

- Number of towers (Indicative): ~15
- Number of Stations: 2 Nos.
- Tower height: 10 to 35 m
- Elevation Difference: 948 m
- Cabin Interval: 48 sec
- Distance between Cabin online: 336 m
- Line speed: 7 m/s
- No. of cabins: 25 (8 seaters)
- Station Speed: 0.2 m/s
- Total Trip Time: ~8.36 min

- Working period for ropeway: 350 days / year
- Capacity- 600 PPHPD

6.5. Project Framework Implementation Strategy

6.5.1. RTDC intends to develop the project on "Design, Build, Finance, Operate and Transfer" (DBFOT) basis by inviting Public Private Participation (Concessionaire) to finance, construct, operate and maintain the aerial ropeway system at Bir Billing in Kangra, Himachal Pradesh during the specified Concession Period.

RTDC will enter into a Concession Agreement with the Concessionaire for 44 years (including construction period of 36 months and period of obtaining approvals etc of 12 months). During the period the Concessionaire shall carry out the services as per the technical specifications, performance standards and guidelines given as part of the Concession Agreement. The period of concessionaire could be extended by 20 years. RTDC will approach the Concessionaire and decide the extension period in the 26th year of the Concession period.

6.5.2. The aerial ropeway shall be transferred to RTDC at the end of the Concession Period (or extended Concession period) in full working condition as per Concession Agreement.

6.5.3. The construction period for the Project shall not be more than 36 months from Appointed Date within which the Concessionaire will complete the design and construction of aerial ropeway as per the requirements, technical specifications and standards.

6.5.4. The Concessionaire would be given the right for revenue generation during the concession period as per the Concession Agreement. The Concessionaire shall pay Annual Concession fee (ACF) to the Authority from the 8th year and shall be increased by 1% in absolute figure over previous year's ACF rate upto 27th year and thereafter ACF shall be constant from 28th year onwards.

6.5.5. The extension of concession shall be as per Draft Concession Agreement.

6.5.6. RTDC shall appoint the Independent Engineer. The tenure of the Independent Engineer during construction period, under this Draft Concession Agreement, shall be from the period beginning from the Commencement Date and up to Defect Liability Period.

6.5.7. The title, interest, ownership and rights with regard to aerial ropeway constructed by the Concessionaire for RTDC along with fixtures/fittings provided therein shall vest with the RTDC except that these will be operated and maintained by the Concessionaire as agreed in this Agreement. The assets created by the Concessionaire will be under the possession of the Concessionaire during the period of the Concession and will be transferred to RTDC at zero cost in working condition upon the expiry or earlier termination of the Concession Agreement. These assets will not be encumbered by the Concessionaire. in any circumstances in any manner whatsoever subject to Draft Concession Agreement contained herein.

6.6. Appraisal of the Design

6.6.1. Design Description

- (a) The aerial ropeway system will be designed by concessionaire as per projected traffic, station loading and selected system. Indicative station locations co-ordinates and right of way details are provided as part of tender drawings.

- (b) In addition, the bidders have to provide "Rain Water Harvesting" at all possible locations. Solar Panels and Batteries for lighting in station amenities. Access facilities for differently abled persons are mandatory. Digital clock of superior quality shall be installed at station platforms and the Concessionaire shall be responsible for display of correct time. Photo-luminous paint meeting the relevant BIS specifications as applicable to directional signs will be used at appropriate locations.

6.6.2. Miscellaneous

Drinking Water Facility for the users shall be only purified filtered water.

6.7. Planning

The concessionaire shall implement an online web-based project information management system (PIMS) for the project. It shall provide access to all consultants, suppliers, sub-contractors working on the project. It shall provide PIMS access to the Authority for live update on the project. The Concessionaire shall regularly update progress, provide progress photographs and videos on PIMS.

6.8. Services to be provided

- 6.8.1. Safety & Security: The safety and security of the ropeway system and operation rests with the Concessionaire. The Concessionaire shall maintain security personnel, gadgets as required as part of the maintenance services.
- 6.8.2. Electricity Supply: The Concessionaire shall ensure adequate electricity supply for proper lighting of the ropeway stations and facilities. RTDC shall only facilitate the concessionaire for getting an electricity connection; however, the concessionaire shall be solely responsible for arranging and providing the same and bear all costs for connection as well as regular payment of necessary charges. Concessionaire shall provide rooftop grid connected solar power at all stations.
- 6.8.3. Water Supply Arrangement: The Concessionaire shall arrange adequate water for drinking & general cleanliness of the ropeway facilities.
- 6.8.4. Landscaping: The Concessionaire shall put flowering plants and other shrubs around each station area to the extent possible on both sides as per the approval of the RTDC and always maintain the same in good condition.
- 6.8.5. Cleaning of the ropeway gondolas and stations: The Concessionaire shall keep close watch on graffiti and also ensure regular cleaning of the station areas and gondola cabins.
- 6.8.6. Garbage Disposal: The Concessionaire shall install segregated litterbins as specified at all station locations and disposal of the collected waste shall be the responsibility of the Concessionaire.
- 6.8.7. Any other work as needed and agreed upon jointly by RTDC and the concessionaire.

7. Miscellaneous

- 7.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 7.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - 7.2.1 suspend and/or cancel the Bidding Process and/ or amend and/ or supplement the BiddingProcess or modify the dates or other terms and conditions relating thereto;
 - 7.2.2 consult with any Bidder in order to receive clarification or further information;
 - 7.2.3 retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - 7.2.4 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.
- 7.3 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.
- 7.4 The Bidding Document is to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFQ cum RFP, in the event of any conflict between them the priority shall be in the following order:
 - 7.4.1 the Bidding Documents;
 - 7.4.2 the RFQ cum RFP.

APPENDIX – I

Letter comprising the Technical Bid

(Refer Clauses 2.17)

Dated:

To,
Deputy General Manager,
Ropeway and Rapid Transport System
Development Corporation H.P. Ltd (RTDC)
U.S. Club, Shimla-1

Sub: Bid for " Development of Passenger Ropeway System from at Bir Billing in Kangra, Himachal Pradesh on PPP with VGF".

Dear Sir,

1. With reference to your **RFP** dated I/we, having examined the **RFP** and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for aforesaid Project, and we certify that all information provided in the Bid is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we/any of the JV/Consortium members or our/ their associate have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP, including any Addendum issued by the Authority; and
 - (b) I/We do not have any conflict of interest in accordance with Clauses 2.2.1.3 and 2.2.1.4 of the RFP;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

- (e) the undertaking given by us along with the Bid in response to the "Bidding Document" for the project were true and correct as on the date of making the Bid and are also true and correct as on the Bid due date and I /We shall continue to abide by them.
8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.20 of the RFP.
 9. I/We believe that we/ our JV/Consortium/ proposed JV/Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFP.
 10. I/We declare that we/ any Member of the JV/Consortium, or our/its Associates are not a Member of a/any other JV/Consortium submitting a Bid for the Project.
 11. I/We certify that in regard to matters other than security and integrity of the country, we/any Member of the JV/Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 12. I/We further certify that in regard to matters relating to security and integrity of the country, we/any Member of the JV/Consortium or any of our/their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 13. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/managers/employees.
 14. I/We 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.
 15. I/We acknowledge and undertake that our JV/Consortium was qualified and short- listed on the basis of Technical Capacity and Financial Capacity of those of its Members or Technical Tie-Up Partner, who shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.
 16. I/we acknowledge and undertake that I/We shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid up equity of the SPV at all times until the 2nd (second) anniversary of the commercial operation date of the Project.
 17. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short- listing and qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our JV/Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
 18. I/We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 2013, or shall incorporate as such prior to execution of the Concession Agreement.
 19. 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.
 20. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

21. I/We have studied all the Bidding Documents carefully and also surveyed the project Ropeway Alignment and the traffic. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any document or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
22. I/We offer a Bid Security of Rs. 78 Lakhs (Rupees Seventy Eight Lakhs only) to the Authority in accordance with RFQ cum RFP. The Bid Security in the form of a Bank guarantee / FDR is attached.
23. The documents accompanying the Bid, as specified in clause 2.14.7 of the RFP, have been submitted offline.
24. I/We agree and understand that the Bid is subject to the provisions of the Bidding Document. In no case, I/we shall have any claim or right of whatsoever nature if the Project/Concession is not awarded to me/us or our Bid is not opened or rejected.
25. I/We agree and undertake to abide by all the terms and conditions of the RFP.
26. We, the JV/Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.
27. The Annual Concession Fee which shall be paid as per the provisions of the Draft Concession Agreement, as has been quoted by me / us after taking into consideration all the terms and conditions stated in the RFP, Draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
28. I/We agree to pay all the applicable taxes to the Central Government for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement. Further I/We undertake that any taxes, levies, etc that may be payable to any State Government or local Authorities of the State of Himachal Pradesh for undertaking this Project, shall be paid by us.
29. I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
30. I/ We hereby agree to pay the Project Development Fee (non-refundable) of Rs. 1.56 Crore (Rupees One Crore Fifty-Six Lakhs only) and the applicable GST to RTDC in accordance with Clause 2.28, within 21 (twenty one) days of issuance of Letter of Award (LOA) or at the time of completion of Conditions Precedent, as the case may be.
31. I/ We certify that in terms of the RFP, my/our Net Worth is ₹.....(Rupees..... in words).
32. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement in accordance with the Concession Agreement.

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

Yours faithfully,

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

Place:

Name and seal of Bidder/Lead Member

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

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

Place: Name and seal of the Bidder/ Lead Member

Annex-1 to Appendix I
Details of Bidder

1. Details of Bidder
 - a) Name:
 - b) Country of incorporation:
 - c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Projects:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - i. Name:
 - ii. Designation:
 - iii. Company:
 - iv. Address:
 - v. Telephone Number:
 - vi. E-Mail Address:
 - vii. Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
 - i. Name:
 - ii. Designation:
 - iii. Address:
 - iv. Phone Number:
 - v. Fax Number:
5. In case of a JV/Consortium:
 - i. The information above (1-4) should be provided for all the members of theJV/Consortium.
 - ii. A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.7.6 should be attached to the Bid.
 - iii. Information regarding role of each member should be provided as per table below:

Sl. No.	Name of Member	Role* {Refer Clause2.2.7.6}	Percentage of equity in the JV/Consortium {Refer Clauses 2.2.7.6}
1.			
2.			
3.			
4.			

* The role of each member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at Annex-4 to Appendix-1.

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

Name of Bidder/member of JV/Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder /constituent of the JV/Consortium been barred by the Central/ State Government, or any entity controlled by them, from participating in any project[s] (BOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid		
3.	Has the Bidder /constituent of the JV/Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the **Bidder** and each of the members of its JV/Consortium (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

ANNEX-2 to Appendix I

Technical Capacity of the Bidder @ (Refer to Clauses 2.2.2 (A) and 3.2 of the RFP)

Bidder type #	Member Code*	Project Code**	Project Cost (US\$ Mn) ***	Project Cost (Rs. Crore) ****
(1)	(2)	(3)	(4)	(5)
Single entity Bidder		a		
		b		
		c		
		d		
JV/Consortium Member 1		1a		
		1b		
		1c		
		1d		
JV/Consortium Member 2		2a		
		2b		
		2c		
		2d		
JV/Consortium Member 3		3a		
		3b		
		3c		
		3d		

@ Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.1.16 and/ or by a project company eligible under Clause 3.5.1.

A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled JV/Consortium Member. In case of a JV/Consortium, the row titled Single entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause 2.1.16, shall be provided.

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

** Refer Annex-4 to this Appendix-I. Add more rows if necessary.

*** Refer Clause 3.2.1.

**** For conversion of US dollars to rupees, the rate of conversion shall be Rupees 72 (Seventy Two) to one US dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (Sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

Annex-3 to Appendix I

Financial Capacity of the Bidder

(Refer to Clauses 2.2.2(B), 2.2.5 (ii) and 3.3 of the RFP)

Bidder type *	Member Code **	Net Worth (in ₹ crore) *** Preceding Year
Single entity Bidder		
JV/Consortium Member 1		
JV/Consortium Member 2		
JV/Consortium Member 3		
Total		

Name and address of Bidder's Bankers:

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

** For Member Code, see instruction 4 at Annex-IV of this Appendix-I.

*** The Bidder should provide details of its own Financial Capacity and / or of an Associate specified in Clause 2.2.2 (B).

For conversion of other currencies into rupees, see note in Annex-2 to Appendix-I.

Instructions:

The Bidder/its constituent JV/consortium members shall attach copy of the balance sheet, financial statements and Annual Report for preceding 5 (five) Financial Years (excluding two financial years 2020-21 and 2021-22 due to covid) (i.e. F.Y. 2015-16, 2016-17, 2017-18, 2018-19 & 2019-20). The financial statement shall:

- a) reflect the financial situation of the Bidder and its Associates where the Bidder is relying on its Associate's financials;
- 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).
 1. Net Worth shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits after deducting the aggregate value of accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but doesn't include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
 2. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.7.6 of the **RFP**.
 3. The Bidder shall also provide the name and address of the Bankers to the Authority.
 4. 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 2.2.5 (ii) of the **RFP**.

Annex- 4 to Appendix I

Details of Eligible Projects

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

Project Code:

Member Code:

Item (1)	Refer Instruction (2)	Particulars of the Project (3)
Title & nature of the project		
Entity for which the project was constructed/developed	5	
Location		
Capital cost of Project / Project cost (excluding land cost)	6	
Date of commencement of project/ contract		
Date of completion/Commissioning	7	
Equity shareholding (with period during which equity was held)	8	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)	11	

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.2 of the **RFQ cum RFP**, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the Instructions below.
2. For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a JV/Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and soon.
3. A separate sheet should be filled for each Eligible Project.
4. Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, O&M means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Bidder or its Member, write "Associate" along with Member Code.
5. Particulars such as name, address and contact details of owner/ Authority/ Agency may be provided.
6. Provide the estimated capital cost of Eligible Project. Refer to Clauses 3.2.1 and 3.5.1.
7. The date of commissioning of the project, upon completion, should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
8. The equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.5.1).
9. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the JV/Consortium. In other words, no double counting by a JV/Consortium in respect of the same experience shall be permitted in any manner whatsoever (Refer Clause 3.5.3).
10. Certificate from the Bidder's statutory auditors or Chartered Accountant or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory

auditors, the auditors who audit the annual accounts of the Bidder/ Member/Associate may provide the requisite certification.

**Certificate from the qualified Chartered Accountant/
Statutory Auditors regarding Eligible Projects***

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

We further certify that the total estimated capital cost / Project Cost of the project is Rs cr. (Rupeescrore), of which ₹. cr. (Rupees crore) of capital expenditure was incurred during the past five financial years as per year- wise details noted below:

.....
.....

Name of the Chartered Accountant / Audit Firm:

Seal of the Chartered Accountant / Audit firm: (Signature, designation, name of and the authorised signatory)

Date:

* Refer Clause 3.2.1 of the RFP.

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

*** Refer instruction no. 8 in this Annex-4.

11. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.9, the Bidder should also provide a certificate in the format below:

Certificate from Statutory Auditor/Chartered Accountant / Company Secretary regarding Associate*

"Based on the authenticated record of the Company, this is to certify that (a) more than 50% (fifty per cent) of the subscribed and paid up voting equity of(name of the Associate) is held, directly or indirectly**, by(name of Bidder / JV/Consortium Member). By virtue of the aforesaid shareholding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.10 of the RFQ cum RFP.

Or

(b) more than 50% (fifty per cent) of the subscribed and paid-up voting equity of(name of Bidder / JV / Consortium Member) is held, directly or indirectly by(Associate) or is controlled by(Associate) or(name of Bidder/JV/Consortium Member is under common control with(Associate). By virtue of the aforesaid shareholding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.10 of the RFQ cum RFP"

Please delete (a) or (b) whichever is not applicable.

A brief description of the said equity held, directly or indirectly, is given below: {Describe the share-holding of the Associate in the Bidder / JV/Consortium Member}

Name of the audit firm/ Company Secretary / Chartered Accountant: Seal of the firm: (Signature, name and designation of Date: the authorised signatory).

12. 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 Score^o.

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

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

o Refer Clause 3.5.5 of the RFP.

Annex 5 to Appendix I
Statement of Legal Capacity

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

Ref. Date:

To,
Deputy General Manager,
Ropeway and Rapid Transport System
Development Corporation H.P. Ltd (RTDC)
U.S. Club, Shimla-1

Dear Sir,

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

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

Thanking you,

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

For and on behalf of.....

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

Sub: Bid for " Development of Passenger Ropeway at Bir Billing in Kangra, Himachal Pradesh under PPP Mode with VGF".

APPENDIX II

Bank Guarantee for Bid Security (Refer Clauses 1.1.1, 1.2.4 and 2.27)

B.G. No.

Dated:

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

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

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

By the hand of Mr./Ms., itsand authorized official.

(Signature of the Authorised

Signatory) (Official Seal)

APPENDIX III
Power of Attorney for signing of Bid

(Refer Clause 2.2.6)

Know all men by these presents, We (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms (name) son/daughter/wife of..... and presently residing at , who is presently employed with us/ the Lead Member of our JV/Consortium and holding the position of , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for qualification and submission of our bid for the "the Passenger Ropeway Project proposed or being developed by the Ropeway and Rapid Transport System Development Authority Corporation HP Ltd. (RTDC) (the "Authority") including but not limited to signing and submission of all Bid s, bids and other documents and writings, participate in Pre- Bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

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

For
(Signature, name, designation and address)
(Notarised)

Witnesses:

1.

2.

(Signature, name, designation and address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

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

APPENDIX IV
Power of Attorney for Lead Member of JV/Consortium

(Refer Clause 2.2.6)

Whereas the Development Authority (**RTDC**), ("the **Authority**") has invited Bids from interested parties for " Development of Passenger Ropeway System at Bir Billing in Kangra, Himachal Pradesh under PPP with VGF, the "Project") (the "**Project**").

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at....., M/s having our registered office at 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 JV/Consortium, as the Lead Member and true and lawful attorney of the JV/Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub- delegate) to conduct all business for and on behalf of the JV/Consortium and any one of us during the bidding process and, in the event the JV/Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the JV/Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the JV/Consortium and submission of its bid for the Project, including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the JV/Consortium and generally to represent the JV/Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the JV/Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

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

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

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

For.....

(Signature)

.....

(Name &Title)

For.....

(Signature)

..... (Name &Title)

Witnesses:

- 1.
- 2.

..... (Executants)

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

Notes:

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

APPENDIX V
Joint Bidding Agreement

(Refer Clause 2.14)

(To be executed on Stamp paper of appropriate value)

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

AMONGST

1. Limited, a company incorporated under the Companies Act, 2013 and having its registered office at (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. Limited, a company incorporated under the Companies Act, 2013 and having its registered office at (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

WHEREAS,

- (A) THE Ropeway and Rapid Transport System Development Authority Corporation HP Ltd. (RTDC) (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the Bid") by its Request for Proposal No..... dated(RFP) for qualification and short- listing of bidders for development and operation/ maintenance of "Development of Passenger Ropeway System at Bir Billing in Kangra, Himachal Pradesh under DBFOT Basis under PPP Mode with VGF (the "Project").
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly

or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act 2013 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a. Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;
- b. Party of the Second Part shall be the Financial Member of the Consortium; and

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 Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

6. Shareholding in the SPV

- 6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

- 6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the second anniversary of the date of commercial operation of the Project, be held by the Parties of the First and Second Part whose experience and net worth have been reckoned for the purposes of qualification and short-listing of Bidders for the Project in terms of the RFP.
- 6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the commercial operation date of the Project and the second anniversary thereof, hold subscribed and paid-up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.
- 6.4 The Parties undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid-up equity share capital of the SPV at all times until the second anniversary of the commercial operation date of the Project.

- 6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval notal ready obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisationaldocuments 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 towwhich such Party is a party or by which such Party or any of its properties or assets are bound or that isotherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its 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 fulfilment of its obligations under this Agreement.

8. Termination

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

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties

without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by:

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

SIGNED, SEALED AND DELIVERED

For and on behalf of
SECOND PART by:

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

In the presence of:

1.

2.

Notes:

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

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

(Refer Clause 1.2.6)

Dated:

To,
Deputy General Manager,
Ropeway and Rapid Transport System
Development Corporation H.P. Ltd (RTDC)
U.S. Club, Shimla-1

Sub: Financial Bid for "Development of Passenger Ropeway System at Bir Billing in Kangra, Himachal Pradesh under PPP Mode with VGF".

Dear Sir,

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

1. I/ We hereby agree to pay to the Authority by way of Annual Concession Fee (the "**Concession Fee**") of Rs.(Rupees in words) in the 8th year of commercial operations. The ACF shall be paid from the 8th year and shall be increased by 1% in absolute figure over previous year's ACF rate upto 27th year and thereafter ACF shall be constant from 28th year onwards upto end of concession period.
2. I/ We hereby submit our bid and require a VGF of Rs.(Rupee.....Only from the Authority for undertaking the aforesaid project in accordance with the Bid Document and Concession Agreement.
3. I / We agree to pay the GST and all other applicable taxes to the Central Government, any State Government and / or Local Authorities or the State of Himachal Pradesh for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.
4. I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFQ cum RFP.

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

Your faithfully

Signature, name and designation of the Authorised Signatory

Date:

Place

Name and seal of Bidder / Lead Member