

Reply to Pre bid queries on RFQ cum RFP for development of passenger ropeway system between Baba Maya Dass Parking to Mata Chintpurni Ji Temple in Manali, Himachal Pradesh on PPP Mode

1. SKI HIMALAYAS ROPEWAY PVT LTD

Sl. No.	Description	Original Clause in RFP	Change Request/Required	Reply from RTDC
1	Bid Security	1% of total Project Cost Rs.76.50 Laacs.	0.5 % of Total Project Cost Rs 38.25 Lac	Considered. Please refer updated RFQ cum RFP
2	Performance Security	2% of Total Project Cost Rs. 1.53 Cr	1% of total project Cost: Rs.76.50 Lac	Considered and rejected
3	Financial Capacity	1. The Bidder shall have a minimum Net Worth (the "Financial Capacity") of Rs. 19 Crore (Rupees Nineteen Crores Only) at the close of the preceding financial year. 2. The Bidder or its holding/ Associate company should be a net profit-making entity for the last five financial years preceding the bid due date.	1. The Bidder shall have a minimum Net Worth (the "Financial Capacity") of Rs. 15 Crore (Rupees Fifteen Crores Only) at the close of the preceding financial ling year, which is 20% of the total project cost as tourism /Ropeways companies barred heavy losses in last two years due to COVID. 2. The Bidder or its holding/ Associate company should be a net profit-making entity for the last five financial years preceding the bid due date. (Excluding Two Financial Years suffered due to Covid 2020-21 and 2021-2022)	Considered. Please refer updated RFQ cum RFP Considered. Refer updated RFQ cum RFP

2. ZAIVICINDIA


Sl. No.	Description	Original Clause	Change Request/Required	Reply from RTDC
1	User fee	Article 28 refers User fee to be charged will be based upon fee prevailing for Metro System and its variation / escalations from time to time	If the "Metro System" here refers o the urban metro rail systems we find in as to understand the approximate user fee structure we might have to follow.	Refer updated DCA

3. SAI WARDIHA POWER GENERATION LIMITED

Sl. No.	Clause ref. and page no.	Original Clause in RFP	Change Request/Required	Reply from RTDC
1	Clause 2.1 (b) of Article 2 of the Concession Agreement.	"The Concessionaire shall provide necessary infrastructure for smooth and easy access and/or passage between the proposed ropeway station and nearby Metro Station;"	We kindly request additional clarity on the expectations and responsibilities concerning infrastructure development within the context of our concession agreement. Especially with regard to additional infrastructure development envisaged in this clauses to the nearest Metro Station	Refer updated DCA
2	Clause 3.8 of the RfQ-cum-RFP Document read along with Clause 27.1 in Article 27 of the Concession Agreement.	Clause 3.8 of RfQ-cum-RFP Document: "The Lowest VGF sought and the Highest Annual Concession Fee for the first year offered by the bidder shall be given a Financial Score out of 100 marks;" Clause 27.1 in Article 27 of the Concession Agreement: "In consideration of the grant of Concession, the form the 8th year of Concessionaire shall pay (Rupees only) to the Authority commercial operations onwards as Annual Concessional fees (ACF)."	According to Clause 3.8, Part VGF II of the table, the Annual Concession Fee payable to the Concessing Authority for the "first year" is taken into consideration. We kindly request clarification on the definition of the term "first year" within the context of the of the agreement. Clause 27.1 of Article 27: Concession Fee, of states that the Concessionaire is required to pay the Authority (consideration of the grant of Concession) from the 8th year of commercial operations onwards.	Refer updated RfQ cum RFP and DCA
3	Clause 27.2 of Article 27 of the Concession Agreement read in light of Article 28 of the same.	"The Concession Fee payable under the provisions of this Article 27.1 shall be due and payable in half yearly instalments within 7 (seven) days of the close of each month. The Concessionaire We s shall pay to the Authority against the Concession Fee, a provisional amount calculated on the basis of User Fee of the immediately preceding month, and final settlement thereof, based on audited accounts of the Concessionaire, shall be made within 120 (one hundred and twenty) days of completion of the respective Accounting Year."	When the following provision is read in light of Article 28: User Fee, no mention has been given with respect to the Concession Fee payable and user fee/user fee generated. We seek clarity on this matter.	Refer updated DCA

4	Clause 28.1.1 of Article 28 of the Concession Agreement	On and from the (COJ) till the Transfer Date, the Concessionaire shall have the sole and exclusive right to demand, collect and appropriate Fee from the prevailing fee Metro System and its variations/escalations from time to time"	We seek clarification on the definition and scope of the "Metro System " within the context of the agreement.	Refer updated DCA
5	Clause 28.3 of Article 28 of the Concession Agreement.	In clause 28.3, it is mentioned that the Concessionaire shall issue daily, weekly, and monthly passes to users with corresponding fee payments.	We would like to inquire whether we have the flexibility to impose restrictions on the number of times a ropeway user can utilize the ropeway instead of offering unlimited usage.	Refer updated DCA
6	Clause 10.8 of Article 10 of the Concession Agreement.	According to this clause, the geological or archaeological rights do not form part of the license granted to the Concessionaire under this Agreement	Please provide the necessary documentation required to ascertain these licenses.	Considered and rejected
7	Clause 27.3.2 of Article 26 of the Concession Agreement.	As per this clause, Parties hereto agree that if the Average Daily Fee revenue determined under this clause (27.3.2) exceeds the average daily User Fee reported by the Concessionaire during the preceding month by 1% (one percent) thereof, the difference between such Fee revenue and User Fee shall be multiplied by 180.	Please clarify if the damages will be undertaken by the Concessionaire or the Authority.	Refer updated DCA
8	Article 29	According to this article, Target Traffic Date 1 and Traffic Date 2 are calculated based on the number of footfall traffic in the previous month	How long will the Concession Period be extended for in case of continued delays in achieving the set target days?	Refer updated DCA
9	N.A		Will the Insurance liabilities and damages be conducted by a third party auditor, who has been mutually agreed upon by both the Concessionaire and the Authority? Or will the Authority have sole discretion on the company picked?	Refer updated DCA

10	N.A		Refer TEF R
11	N.A	<p>As mentioned in the provided documentation, a traffic study has been conducted by your team to determine the target PPHPI (Passengers per Hour per Direction). We kindly request that you share the details and relevant documents regarding this traffic study. Having access to this information will allow us to refer to it while formulating our proposal.</p> <p>Also, we kindly request you to share the Technical- Financial Feasibility Report (TEFR) at the earliest possible, as mentioned in the tender document.</p>	Refer TEF R


 Manager (Personnel),
 Ropeway & Rapid Transport System
 Development Corporation, H.P. Ltd.
 P.T.S, Club, Shimla-1