

RFP for Operation & Maintenance

Selection of agency for operation & maintenance (Ropeway Between Chandigarh Manali National Highway (Near Pandoh Dam Reservoir) to Mata Bagalmukhi Temple (Bakhli) District Mandi In Himachal Pradesh for Period of five (05) Years



ROPEWAYS AND RAPID TRANSPORT SYSTEM DEVELOPMENT CORPORATION

Shimla – Himachal Pradesh

March 2024

SCHEDULE OF TENDER PROCESS

The below schedule is tentative. HP RTDC reserves the right to modify the said schedule of Selection Process at any time during the Selection Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

Event Description	Scheduled Date
Date of online publication	06-03-2024 upto 05:00 PM
Downloading of tender start date & time	06-03-2024 from 05:00 PM
Last date for receiving queries	11-03-2024 till 05:00 PM
Pre-Bid Meeting	13-03-2024 at 11:00 AM
Authority response to queries latest by	19-03-2024 till 05:00 PM
Last date for submission of bid (Physical submission)	27-03-2024 till 02:00 PM
Date of opening of technical bid	27-03-2024 at 03:00 PM

Any addendum / corrigendum to the RFP Document shall be intimidated to all the Applicants / Bidders through hptenders.gov.in platform only.

1. The dates scheduled for RECEIPT and OPENING of bids are fixed and shall not be changed under any circumstances. However, the Deputy General Manager, HP RTDC (the “Authority”) reserves the right of postponement of the date of opening of Technical Bids or date of opening of Financial Bids in the event of any unforeseen reasons. The Authority reserves the right to modify the said schedule of Selection Process at any time during the Selection Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.
2. The Authority shall not be responsible for any non-receipt of tenders or late uploading of tenders online for any reason, whatsoever.
3. Failure to fill and sign the declaration and check slip shall make tender invalid
4. Interested bidders may obtain further information about this requirement from the office of, Deputy General Manager, HPRTDC. RFP Documents can be downloaded online by paying the transaction fee by the participating bidders electronically at <https://hptenders.gov.in> .The transaction fee is Non-Refundable.
5. All prospective bidders may attend the Pre-Bid meeting. The venue, date and time are indicated in Schedule of Events as in schedule of tender process above. The queries can also be sent to dgmrtdc@gmail.com (Email ID) which must be received by the Authority by last date / time clarification. Queries received after due date and time shall not be considered.
6. The Proposals shall be filled in English and all entries must be typed / written in blue/black ink. Initials of the Authorized representative of the Bidder must attest all erasures and alterations made while filing the proposal. Over writing of figures in the Price Proposal is not permitted. Failure to comply with any of these conditions may render the Proposal invalid.
7. The Authority shall not be responsible for any costs or expenses incurred by the bidder(s) in connection with the preparation and delivery of Proposals, including costs and expenses related to transport etc. The Authority reserves the rights to cancel, terminate, change or modify this procurement / Bid Process and /or requirements of proposal stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.

8. The Proposal / bid shall be valid for a period of not less than 180 days from the Bid Due Date (the "BDD"). In exceptional circumstances, prior to the expiry of the original proposal validity period, the authority may request the Bidders to extend the period of validity for a specified additional period. The request for the extension shall be made in writing. However, bidder will not be permitted to modify their submitted bids after the BDD.

INTERPRETATION

In the interpretation of this RFP, unless the context otherwise requires:

- a) The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa.
- b) A reference to any gender includes the other gender.
- c) A reference to any agreement is a reference to that agreement and all annexes, Attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof.
- d) The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed.
- e) Any reference to a person shall include such persons, successors and assignees.
- f) A reference to a "writing" or "written" includes printing, typing, lithography, scanned and other means of reproducing words in a visible form.
- g) Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP.
- h) The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article,
- i) In case of any inconsistency between the terms mentioned in the RFP and the literary term, the meaning best construed in furtherance of the objectives of this RFP shall prevail.
- j) Where there is a discrepancy between amount in figures and in words, the latter shall prevail.

DISCLAIMER

1. The information contained in this Request for Proposal document ("RFP Document") or subsequently provided to Applicants (Bidders/ Applicants), whether verbally or in documentary or any other form by or on behalf Ropeway and Rapid Transport System Development Corporation (RTDC), (herein after referred to as "Authority") or any of its employees/ officers/ representatives, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is neither an agreement nor an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with the information that may be useful to them in the formulation & submission of their Proposals pursuant to this RFP.
3. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project / assignment proposed to be awarded pursuant to this RFP. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require.
4. This RFP may not be appropriate for all persons, and it is not possible for the Authority and its employees to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Applicants may be 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 the law expressed herein.
5. The Authority and its employees/ officers/ advisors make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process / Tender Process (hereinafter defined).
6. The possession or use of this RFP in any manner contrary to any applicable law is expressly prohibited. The Applicants 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 RFP shall be construed as legal, financial or tax advice.
7. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements and information contained in this RFP.

8. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
9. The issue of this RFP does not imply that Authority is bound to select an Applicant or to appoint the Selected Applicant/ Selected Bidder, as the case may be, for the subject assignment / project and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
10. Laws of the Republic of India and Govt. of Himachal Pradesh are applicable to this RFP.

Section – 1

LETTER OF INVITATION

Dear Madam / Sir,

Sub: Letter of Invitation (LOI) - “Selection of agency for operation & maintenance (Ropeway Between Chandigarh Manali National Highway (Near Pandoh Dam Reservoir) to Mata Bagalmukhi Temple (Bakhli) District Mandi In Himachal Pradesh for Period of Five (05) Years.”

Ropeway and Rapid Transport System Development Corporation (“RTDC” or “Authority”) intends to select an Agency ("hereinafter referred to as the "Agency") and invites applications from reputed, bonafide and resourceful contractors/firms towards Operation & Maintenance of Ropeway System Between Chandigarh Manali National Highway (Near Pandoh Dam Reservoir) and Mata Bagalmukhi Temple (Bakhli) District Mandi In Himachal Pradesh for Period of five (05) Years.

1. The RFP is applicable to all such applicants eligible for providing such similar services as mentioned in Data Sheet of this RFP. Details of the services required to be provided by the Selected Applicant and the details of the sites are provided in the Terms of Reference (TOR) of this Request for Proposal (RFP).
2. Proposal submissions must be received no later than the Proposal Due Date specified in the “Schedule of Tender Process” in the manner specified in the RFP Document at the address given below clearly mentioning the name of the assignment.

The Deputy General Manager Ropeways and Rapid Transport System Development Corporation H.P. Limited (RTDC), US Club, Shimla - 1171001
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Phone No.: 0177-2811001, 2811003, 04 E-mail ID: : dgmrtldchp@gmail.com

RTDC reserves the right to reject any/all of the proposals without assigning any reason thereof.

3. This RFP has following sections*:

Section – 1	Letter of Invitation
Section – 2	Instructions to Applicants
Section – 3	Data Sheet
Section – 4	Preparation, Submission and Evaluation of Proposals
Section – 5	Terms of Reference
Section – 6	Formats for Proposal Submission (Annexures)

4. The Agency for providing its services for the said Assignment / Project will be selected on the **basis of the Least quote (L1)** method as described in this RFP. The Financial Proposals (Price Proposals) of only those Applicants, who qualify the eligibility (technical & financial capability) criteria as mentioned in this RFP will be opened and evaluated.
5. The Proposals shall be filled in English and all entries must be typed and written in blue/black ink. Initials of the Authorized representative of the Applicant must attest all erasures and alterations made while filling the Proposal. Over writing of figures in the Financial Proposal is not permitted. Failure to comply with any of these conditions may render the Proposal invalid.
6. The Authority shall not be responsible for any costs or expenses incurred by the Applicant in connection with the preparation and delivery of Proposals, including costs and expenses related to visit to the site. The Authority reserves the right to cancel, terminate, change or modify this procurement /Tender Process and /or requirements of proposal as stated in the RFP at its sole discretion, without assigning any reason or providing any notice and without being liable in any manner for the same.
7. The Proposal shall be valid for a period of not less than One hundred and eighty (180) days from the Bid Due Date (the "BDD"). In exceptional circumstances, prior to the expiry of the original proposal validity period, the Authority may request the Applicants to extend the period of validity for a specified additional period. The request for the extension shall be made in writing. However, Applicants will not be permitted to modify their submitted proposals.

Date: XX-XX-2024

For Ropeway and Rapid Transport System Development Corporation (RTDC)

Deputy General Manager
RTDC

Section – 2

INSTRUCTIONS TO APPLICANTS/BIDDERS

1. The Authority has adopted a Single-stage Two-Part process (hereinafter referred to as the “Selection Process/ Tender Process”) for selection of an Agency, for award of the Assignment. The Proposal submission is envisaged in two parts - Technical Proposal and Financial Proposal. The Applicants may submit their Proposals in response to this RFP, in accordance with the provisions of this RFP (“Applicants”). The Technical Proposals to be submitted by Applicants shall comprise of technical and financial capability documents and other requisite documents/clarifications as per the terms of this RFP. The Financial Proposals of only those Applicants whose Technical Proposal qualify the evaluation process, as per terms hereof, shall be opened for further processing. Tenders have to be submitted ONLINE in two parts in the prescribed proforma i.e., Technical Bid Part. I and Financial Bid Part II.
2. Applicants are encouraged to inform themselves fully about the Assignment and the local conditions before submitting their Proposals.
3. Broad description of the objectives, scope of services, deliverables, and other requirements relating to this Assignment are specified in this RFP. In case, an Applicant possesses the requisite experience and capabilities required for undertaking the Assignment, it is invited to participate in the Selection Process either individually or as a Joint Venture of entities (the “Joint Venture”), where it is to be noted that the Applicants bidding individually cannot be a member of a Joint Venture or vice versa. The entity claiming experience under eligibility criteria (as mentioned in the data sheet) should have held, in the company owing the eligible Assignment, a minimum of 51% (fifty one per cent) equity during the entire assignment duration for which eligible experience is being claimed. In the case of a Joint Venture, any of the members of the Joint Venture must have the mentioned / required experience as stipulated in this RFP and such member shall hold an equity not less than 51% in the Joint Venture at all times during the Agreement Period. The experience/qualifications of the parent/subsidiary company of any of the Joint Venture members will not be relevant.
4. Proposals shall be prepared and submitted in the manner elaborated in this RFP as per the formats/annexures provided.
5. No Applicant or its Associate shall submit more than one Proposal for the Assignment.
6. Any entity which has been barred by any agency of the Central Government, any State Government, any Statutory Authority or any public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
7. The Authority reserves the right to terminate an Applicant(s) participation in the Tender Process at any time, should the Authority consider that an Applicant has, without the prior consent, failed to comply with any of the procedures and requirements prescribed in the RFP.
8. Each Applicant shall submit a Power of Attorney as per the format at Annexure: 6, authorizing the signatory of the Proposal to commit and bind the Applicant.
9. It shall be deemed that by submitting the Proposal, the Applicant has:
 - a) made a complete and careful examination of the RFP;
 - b) received all relevant information requested from the Authority

- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in the RFP;
 - d) satisfied itself about all matters, things and information, including matters referred herein, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - e) acknowledged that it does not have a Conflict of Interest
 - f) Agreed to be bound by the undertaking and all other documents provided by it under and in terms hereof; And
 - g) Satisfied itself about the assignment & site conditions and made a complete and careful examination of the same.
10. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.
11. The Proposal of an Applicant shall be liable for disqualification in the event of the following:
- a) If the Applicant refuses to accept the correction of errors in its Proposal, (or)
 - b) at any time, a misrepresentation is made or uncovered or a suppressed fact is uncovered, (or)
 - c) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal or does not respond to any queries raised by the Authority, (or)
 - d) If the applicant submits a conditional Proposal which would affect unfairly the competitive provision of other firms who submitted substantially responsive proposal and/or is not accepted by the Authority
 - e) If the Applicant submits multiple proposals for the subject Assignment.

12. QUERIES AND CLARIFICATIONS

The Bidders are requested to study this entire RFP document in detail. If the Bidders have any queries related to the RFP or on the proposed Assignment, they may submit such queries to the Authority in writing or e-mail to dgmrtdc@gmail.com on or before the Clarification(s) due date specified in the “Data Sheet / Schedule of Tender”. Clarifications for all such queries received would be provided by the Authority at least five (5) working days before the bid due date / time of Bid submission date. All such queries received, and clarifications provided by the Authority shall be informed by uploading on <https://hptenders.gov.in> in mentioning as Addendum / Corrigendum for the subject title of the RFP without identifying the names of the Bidders. Bidders are requested to keep themselves updated on the same and Authority takes no responsibility on any claims of non-information.

13. AMENDMENT TO RFP

- a) At any time prior to the due date for submission of Proposal, the Authority may, for any reason, whether at its own initiative or otherwise, modify the RFP document by issuing Addendum / Corrigendum.

- b) In order to provide the Bidders with reasonable time for taking an amendment into account, or for any other reason, Authority may, in its sole discretion, extend the BDD
- c) The above changes & amendments, if any, will be notified on <https://hptenders.gov.in> for the Assignment.

14. CONFLICT OF INTEREST

- a) The Authority requires that the Bidders provide professional, objective, and impartial advice and at all times hold Authority's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder(s) shall not accept or engage in any assignment that would conflict with its prior or current obligations to other Authority(s), or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- b) A Bidder shall not have a conflict of interest that may affect the Selection Process (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified.
- c) A Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - I. a constituent of such Bidder is also a constituent of another Bidder; (or)
 - II. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; (or)
 - III. such Bidder has the same legal representative for purposes of this Application as any other Bidder; (or)
 - IV. if a Bidder is engaged by the Authority to provide goods or works or services and if the Associate(s) of such firm is engaged for providing services for the same project and vice versa
 - V. If a Bidder submits multiple Proposals either individually or as a member of any Joint Venture and vice versa.

15. MODIFICATIONS/ SUBSTITUTION/ WITHDRAWAL OF PROPOSALS

- a) The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the BDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the BDD.
- b) Any alteration/ modification in the Bid or additional information supplied subsequent to the BDD, unless the same has been expressly sought for by the Authority shall be disregarded.

16. REJECTION OF PROPOSALS

- a) Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Proposals and to annul the Tender Process and reject all Proposals at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons. In the event that the Authority rejects or annuls all the Proposals, it may, in its discretion, invite all eligible Applicants to submit fresh Proposals hereunder or may take such other steps as it may deem fit in its sole discretion as per applicable laws without being liable for the same in any manner.

- b) The Authority reserves the right not to proceed with the Tender Process at any time, without notice or liability, and to reject any Proposals without assigning any reasons and without being liable for the same in any manner.
- c) If the Applicant has submitting any documents, created or originating from outside the Republic of India, such as work experience certificate(s), financial detail(s), power of attorney(s), undertaking(s), documentary evidence(s), qualifying document(s), etc. (collectively “Foreign Documents”) then the Applicant, before any such Foreign Document(s) are sent to India for the purpose of applying towards this Project/ Assignment, shall be required to get each and every page of such Foreign Document(s), duly authenticated/ embossed/ legalized/ notarized from the Indian Embassy/Indian High Commission situated in the country from where such Foreign Document(s) were created or are originating from. Such authentication/ embossment/ legalization/ notarization from the Indian Embassy/Indian High Commission shall also apply to all such document(s) that are in a language other than English, which shall compulsorily be required to be translated (as the true translated copies of the original) by a duly certified/ authorized /qualified translator, supported by the affidavit of the said translator, certifying the correctness of the English translation. In case of any inconsistency between the original Foreign Document and its English translation, the latter shall prevail and be held binding on such Applicant. However, in the case of Foreign Document(s) created or originating from countries that have signed, ratified and have made operational the Hague Convention abolishing the requirement of legalization for foreign public documents, 5 October 1961 - "Hague Legalization Convention, 1961", the Applicants may affix an 'Apostle" sticker on each and every page of their Foreign Document(s) [including all commercial document(s) duly notarized]. Thereafter, the Applicant shall be compulsorily required to get all such "Apostilled" Foreign Document(s) approved, certified and attested from the Indian Embassy /Indian High Commission in that country where the 'Foreign Document(s)' were created or are originated from or the Ministry of External Affairs, Government of India, New Delhi and the Bidder/s shall follow any other norms/guidelines laid by the Ministry of External Affairs, Government of India.

Section – 3

DATA SHEET

S.No	Key Information	Details
RFP Details		
1	Project/Assignment	Selection of agency for operation & maintenance (Ropeway Between Chandigarh Manali National Highway (Near Pandoh Dam Reservoir) to Mata Bagalmukhi Temple (Bakhli) District Mandi In Himachal Pradesh for Period of five (05) Years.”
2	Organization / Authority	Ropeway and Rapid Transport System Development Corporation (RTDC), Himachal Pradesh
3	Projects / Site Details	Enclosed in the TOR
Proposal Conditions and Evaluation		
4	Proposal Validity	The Proposal shall be unconditional, firm and irrevocable and shall be valid for a period of 180 (one hundred and eighty) days from the Proposal Due Date (PDD)
5	Minimum Eligibility Criteria	<p>The applicant must meet all the following minimum eligibility criteria.</p> <ol style="list-style-type: none"> The Bidder should either have successfully completed operation and maintenance of at least one Ropeway project in the last 5 years as per CEN Standards or submit an undertaking along with tender that he/she/it will impart training to the to his/her/its technical staff from CEN manufactures/at CEN ropeway installation within two months from the date of issue of award letter. Bidder should have minimum average annual Turnover of INR One crore twenty-five lacs (Rs. 1.25 Cr.) in the last Three Financial Years i.e. FY 2020-21, 2021-2022 2022-23 preceding the bid due date (“Financial Capacity”) as per the audited annual reports The bidder should have positive net worth. <p>Note:</p> <ol style="list-style-type: none"> For demonstrating the Technical Capacity, the Applicant is required to submit copy of the Ownership details/ Letters/Work Orders/Agreements/completion certificates as proof of their experience. For demonstrating the Financial Capacity, the Applicant is required to submit copy of the Audited annual financial statements for the last three financial years immediately preceding the Bid Due Date.

6	Proposal Evaluation	<p>a) Financial Proposal of only those Applicants meeting the minimum eligibility criteria will be considered and evaluated. Applicants not meeting the minimum eligibility criteria are deemed to be disqualified from further evaluation process.</p> <p>b) Financial Evaluation: Price bids of qualified applicants will only be opened. The Financial Bid would be assessed on the basis of the Least quote – L1 quoted by an Applicant / Bidder for the Assignment duly adhering the guidelines in vogue.</p>
7	Criteria for selection of Agency	Criteria for selection of Agency would be the Least quote (L1) in terms of INR as quoted by the applicant on annual basis for the execution of the assignment upon the eligibility qualification adhering to reverse tendering guidelines.
8	EMD& Processing fee	<p>a) It is mandatory for all the participating bidders to pay a refundable EMD of Rs. 5,00,000/- (Five Lacs) drawn from any Nationalized / Scheduled bank in favor of RTDC.</p> <p>b) The EMD shall be valid for 30 days beyond the Bid Validity period.</p> <p>c) It is mandatory for all the participating bidders to pay a Non-refundable Processing fee of Rs.10,000/- + GST 18 % drawn from any Nationalized / Scheduled bank in the favor of DGM, RTDC.</p>
Proposal Submissions		
9	Online Submission	The bidder shall submit his response through bid submission to the tender on e-procurement platform at https://hptenders.gov.in . No offline bids shall be entertained by the Tender Inviting Authority
10	Technical Proposal for Eligibility Qualification	<ul style="list-style-type: none"> • DD towards EMD and Processing fee • Signed RFP Document • Checklist of Submissions ~ Annexure 1 • Covering Letter ~ Annexure 2 • Similar Experience towards minimum eligibility ~ Annexure 3 (All documents as mentioned in S.No.3 of Data Sheet) • Financial Proposal by Bidder~ Annexure 4 • Financial Experience towards minimum eligibility ~ Annexure 5 • Power of Authority ~ Annexure 6 • Bank Guarantee Format~ Annexure 7 • Affidavit of non-blacklisting by any Authority / authority in India~ Annexure 8.

		<ul style="list-style-type: none"> Power of Attorney and MoU for Joint Venture ~ Annexure 9 (if required)
11	Financial Proposal	The Applicants shall be required to submit their Financial Proposal in the format as provided in the e-tendering platform.
12	Duration of Assignment	The Assignment shall be valid for a period of five year from the date of signing of Agreement. The DGM, RTDC reserves the right to terminate the contract at any time without any prior notice and cause at their sole discretion.
13	Performance Security	The selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee from a Bank for an amount equal to 5% (five percent) of its average annual award Price (Operation and Maintenance cost). Such Performance Security shall be submitted as mentioned in para b below. The Selected Bidder for this assignment shall furnish the same within 30 days from the date of receipt of Letter of Award.
14	Signing of Agreement	Within 10 days from the receipt of Performance Security

Section – 4

PREPARATION, SUBMISSION AND EVALUATION OF PROPOSALS

1. GENERAL

- a. The Applicants shall bear all costs associated with the preparation and submission of its Proposal, including site visits, required data collection, analysis, etc., as also any discussions/negotiations. The Authority shall not be responsible or liable for any such costs incurred.
- b. An Applicant shall be a Legal entity. An Applicant may be a natural person born in India or abroad or a private entity, a Section 8 company, a partnership firm, a body corporate or an LLP or a Joint Venture incorporated in India by the above or as per applicable laws of the country of its origin. A Joint Venture of 3 entities can participate in this Tender Process. The Lead member will have at least 51% equity stake in the project company and will sign the concession agreement on behalf of the Joint Venture carrying out all the responsibilities of the Joint Venture.
- c. Adherence to formats, wherever prescribed, is required. Non-adherence to formats might be a ground for declaring a proposal non-responsive.
- d. All communication and information shall be provided in writing and in English language only.
- e. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct and final.

2. PREPARATION AND SUBMISSION OF PROPOSALS

Tenders have to be submitted ONLINE in two parts in the prescribed proforma i.e., Technical Bid Part. I and Financial Bid Part II

- a. Registration with e-Procurement platform: For registration and online bid submission, bidders may visit <https://hptenders.gov.in> . The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform.
- b. The bidder is requested to download the tender document from website at <https://hptenders.gov.in> and read all the terms and conditions mentioned in the tender Document. Clarifications can be sought from the Tender Inviting Authority. Any offline bid, submission clause in the tender document shall not be considered.
- c. The bidder has to keep track of any changes by viewing the addendum / corrigendum are issued by the Tender Inviting Authority from time-to-time in the e-Procurement platform. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.

- d. The bidder shall submit his response through bid submission to the tender on e-procurement platform at <https://hptenders.gov.in> No offline bids shall be entertained by the Tender Inviting Authority.
- e. The bidders shall submit their eligibility and qualification documents, technical bid, financial bid etc., in the standard formats prescribed in the Tender documents, scanned and to be submitted in the e-procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids except financial bid in the e-procurement web site. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/ authenticity

Note: - All the required documents are to be arranged in the serial order, (Serial Numbers and Page Numbers should be indicated on the right-side top of the corner) and to be uploaded to the e-procurement web site i.e., <https://hptenders.gov.in>.

The following documents are to be uploaded:

- DD towards EMD and Processing fee
 - Signed RFP Document
 - Checklist of Submissions ~ Annexure 1
 - Covering Letter ~ Annexure 2
 - Similar Experience towards minimum eligibility ~ Annexure 3 (All documents as mentioned in S.No.3 of Data Sheet)
 - Financial Proposal by Bidder ~ Annexure 4
 - Financial Experience towards minimum eligibility ~ Annexure 5
 - Power of Authority ~ Annexure 6
 - Bank Guarantee Format ~ Annexure 7
 - Affidavit of non-blacklisting by any Authority / authority in India ~ Annexure 8.
 - Power of Attorney and MoU for Joint Venture ~ Annexure 9 (if required)
- f. The bidder should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process and steps. GoHP and service provider is not responsible for incomplete bid submission by bidders. Bidders may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.
- g. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal.

3. PREPARATION & SUBMISSION OF HARD COPIES

- a. After submission of bid online, the bidders are required to submit the same set of documents that are uploaded along with DDs towards EMD& processing fee to the Tender Inviting Authority on or before the Hard copy submission due date as mentioned in the schedule of tender in this document which shall be before the opening of financial bids.
- b. The department shall not take any responsibility for any delay or non-receipt. The bidder who fails to submit the original hard copies of uploaded certificates/documents,

Demand Draft on or before the due date shall be suspended from participating in the tenders on e-procurement platform for a period of 3 years from date of bid submission.

Other conditions as per tender documents are applicable.

The outer envelopes shall clearly indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".

The bids shall be made in SEALED ENVELOPE as follows:

- I. The envelope shall be marked in bold letter as "TECHNICAL BID" along with title of the Assignment and shall include the following:
 - DD towards EMD and Processing fee
 - Signed RFP Document
 - Checklist of Submissions ~ Annexure 1
 - Covering Letter ~ Annexure 2
 - Similar Experience towards minimum eligibility ~ Annexure 3 (All documents as mentioned in S.No.3 of Data Sheet)
 - Financial Proposal by Bidder ~ Annexure 4
 - Financial Experience towards minimum eligibility ~ Annexure 5
 - Power of Authority ~ Annexure 6
 - Bank Guarantee Format ~ Annexure 7
 - Affidavit of non-blacklisting by any Authority / authority in India ~ Annexure 8.
 - Power of Attorney and MoU for Joint Venture ~ Annexure 9 (if required)

4. SIGNING OF PROPOSALS

The Authorized Signatory shall sign or initial each page of the proposal documents along with the stamp of the Applicant. They should also sign & stamp each page of the RFP. Each Applicant shall submit a Power of Attorney as per the format at Annexure 6; authorizing the signatory of the Proposal to commit and bind the Applicant.

5. OPENING OF PROPOSALS

Proposals received on or before the Bid Due Date (BDD) will only be considered for opening and evaluation. Proposals other than the above will be summarily rejected.

6. OPENING AND EVALUATION OF TECHNICAL PROPOSAL

- a) The Technical Proposals shall be opened on the date as mentioned in the schedule of tender and shall be evaluated for Minimum Eligibility Criteria as per the Data Sheet stipulated in this RFP.
- b) Only those proposals meeting the Minimum Eligibility Criteria, will be considered for further evaluation.
- c) Applicants not meeting the minimum eligibility criteria will be deemed to be disqualified and will not be considered for further evaluation. No correspondence or representation will be entertained in this regard and the Authority's decision will be final in this regard.

- d) The eligible Proposals will be checked for all the mandatory documents and submissions (Mandatory Annexures and their supporting documents if any) duly signed as per the list provided above and in the prescribed formats. The Authority shall take a decision at its sole discretion with regard to proposals without any of the said documents or documents submitted in any other format other than the prescribed.

7. FINANCIAL PROPOSAL

Criteria for selection of Service Provider would be the Lowest Quote (L1) as quoted by the Bidder for the execution of the Assignment for the entire Agreement Period, upon the minimum eligibility qualification. The Authority shall pay the Annual Operation & Maintenance Charges (AMC) as quoted by the selected bidder to the same from the date of signing of agreement and the bidders shall quote their financial proposal towards their bid for the subject assignment in terms of INR.

The Financial Proposal of those Applicants who have qualified the Minimum Eligibility Criteria i.e., technical proposal will only be opened.

The bidder shall be selected based on their Technical and Financial Proposal duly adhering the guidelines in vogue.

LoA shall be issued to such successful bidder pursuant to arrival of L1 bidder.

In case of tie pertaining to L1 quote between / among any of the bidders, then the same shall be called for meeting with technical evaluation committee so constituted by RTDC for the subject RFP for negotiations so as to arrive at the L1 quote and the minutes of the same shall be recorded for further processing. In the event of L1 (tie) bidders do not wish to lower their quotes so offered then the authority in its sole discretion may opt to annul / cancel the tender process.

8. CONDITION ON APPLICANTS / BIDDERS

Bidding shall be open to Applicants (which include companies, partnerships, and proprietary concerns), duly registered Joint Ventures. In case of a Joint Venture, the lead firm / applicant (which shall be single entity) shall be specified and fully empowered to represent the Joint Venture. The lead member shall have a minimum stake of 26% in the Joint Venture and other members who claim the eligible experience should have not less than 26% at all times during the project duration.

The following conditions for Joint Ventures shall apply:

A Joint Venture contract which specifies the exact members of the Joint Venture. Bidders are allowed to participate in the bidding through a Joint Venture structure with a cap of three members. The members of the Joint Venture are to be clearly identified at the time of bidding and any business/shareholding/other relationship between them is to be made clear.

Bidding Joint Venture is required to nominate a Lead Member for the purposes of interacting with the Authority. The nomination of the Lead Member shall be supported by notarized copies of Memorandum of Understanding and Power of Attorney signed by all the members on a

stamp paper of Rs 100/- (One hundred only), the formats for which are supplied in Annexure C with this RFP.

The Joint Venture contract shall clearly specify the exact role and responsibility of each of the Joint Venture members

In case of the Selected agency being a Joint Venture, the members of the Joint Venture shall be required to incorporate a company under the Companies Act, 1956. The Selected agency Contract in such a case would be signed with the newly incorporated Company. The lead member of the Joint Venture would be required to hold, initially and at all times during the duration period of the project execution Contract, not less than 26% of the aggregate shareholding of the newly incorporated Joint Venture company. The other member of the Joint Venture who claim the eligible experience would be required to hold, initially and at all times for during the duration of the project Contract, not less than 26% of the aggregate shareholding of the newly incorporated Joint Venture company.

A member cannot be a member of more than one bidding Joint Venture. An individual applying as a single Bidder cannot at the same time be member of any Joint Venture bidding under this RFP and vice versa.

Each member of the Joint Venture shall be jointly and severally liable for the due implementation of the Project.

Any changes and deviation of roles and responsibilities after the submission of Bid and before the execution of the Agreement shall entitle Authority to reject the Bid in its sole discretion

Authority reserves the right to reject the Bid in case of change in the constitution of the Joint Venture after the submission of Bid and before the execution of the Provider Contract.

9. NUMBER OF COPIES OF PROPOSAL

The Applicant shall submit one original hard copy of the technical proposal, clearly marking each "Technical Proposal – Original" as appropriate. In the event of any discrepancy between the Uploaded copy and Hard copy, the same shall be scrutinized for material deviation / fraud etc., However, in case of typo error the uploaded copy shall govern

10. ANNULMENT OF AWARD

Failure of the Applicant to comply with the requirements set forth in this RFP Document and / or the provisions of the Contract shall constitute sufficient grounds for the annulment of the award.

11. AUTHORITY'S RIGHT TO ACCEPT OR REJECT ANY AND/OR ALL PROPOSALS

Authority reserves the right to accept or reject any Proposal in its sole discretion, and to annul the Tender Process or reject all proposals without assigning any reason whatsoever at its sole discretion at any time before issuance of a Letter of Award without incurring any liability.

Section – 5

TERMS OF REFERENCE

1. BACKGROUND

Ropeway & Rapid Transport System Development Corporation (RTDC) H.P. Ltd. is a company registered under Companies Act, 2013 with its headquarters at Shimla. The company is fully owned by the Government of Himachal Pradesh.

- RTDC aims to decongest major urban hubs in the state such as Shimla, Dharamshala, and Manali by devising innovative transport solutions.
- The corporation will enhance connectivity to unexplored new places of tourist interest in the state in order to boost tourism potential in the near future.
- RTDC will also work towards providing all-weather connectivity (3S Systems) to tribal areas which remain cut-off during the winter.

Ropeway & Rapid Transport System Development Corporation (RTDC) H.P. intends to select Agency for the subject assignment / project

"Tenders" are invited from experienced Firms / Organizations in their capacities who are already working in these similar areas with proven track record.

2. PROJECT DETAILS

The ropeway from Pandoh Dam to Mata Baglamukhi by the RTDC established for the purpose tourists to reach the top of the hills of Mata Baglamukhi. It operates from top drive station to river embankment at the lower station.

Technical Details:

Type of Ropeway	Bi-Cable aerial Tramway
Length of Ropeway	700 metres
Travel time	Approx. 2.2 minutes (One way)
No of towers	1
No of Terminals	2 (Drive station & Landing station)
Level Difference	about 30 metre
Capacity of the Ropeway	300 PPHPD
Speed of the Ropeway	Max. 7m/s (Variable adjustment)
Motor rating	Approx. 100 Kw starting power
Power	415 V,3 Phase Supply, 4 wire
Type of track rope	Double locked coil
Rope tensioning system	Fixed or Counterweight
No of Cabins	Two (Fully enclosed with automatic door opening mechanism)
Braking system	Hydraulic
Gen set for main drive and emergency drive	Approx. 25 Kw output power, but a minimum adequate to operate at minimum 1m/s

3. SCOPE OF SERVICES

The detailed scope of services required to be undertaken under this assignment is as below:

The following is the scope of operation & maintenance of ropeway from Pandoh Dam to Mata Baglamukhi by the RTDC

- a. The contractor shall operate & maintain the Ropeway to ensure safety, steady & smooth operation under the supervision of the RTDC authorized official. The contractor shall abide by the prevailing laws and regulation of the Government/ CEN standards and the prevailing rules for safety and security as laid down by the Government from time to time for entire operation & maintenance period.
- b. The Ropeway shall be under operation in a normal day for 15 hours (6AM-9PM) but however on some festival days longer period of operation may be required including round the clock operation tentatively.
- c. The Daily/weekly/fortnightly/monthly/Quarterly/annually maintenance of the Ropeway shall be carried out as per the Standard Operating & Maintenance procedure of the manufacturer i.e., M/s Doppelmayr India Pvt. Limited.
- d. The contractor shall engage his own personnel to carry out the maintenance activity and shall provide contributory provide fund, ESI coverage, minimum wages to them duly complying with the labor laws. List of required manpower has been enclosed as **Appendix 1**.
- e. The operation & maintenance of the main equipment is to be carried out in conformity with BIS (Bureau of Indian Standards) /CEN Standards as applicable.
- f. The Contractor shall maintain necessary maintenance records, logbooks and history sheets concerning the various equipment, change of spares and consumables details etc.
- g. The contractor agrees to comply with any reasonable suggestions or instructions issued by the officials of the Corporation without fail duly submitting a compliance report.
- h. If any act such as earthquake, flood, land side, civil war, external aggression etc. occurs, the obligation enjoined upon the parties under agreement conditions get suspended except security of the premises and installation.
- i. RTDC reserve the right for advertisement at the space within the ropeway premises including the cabins.
- j. The contractor shall adhere to the SOP of the manufactures i.e. M/S Doppelmayr India Pvt. Limited regarding ropeway safety mechanism in order to prevent any accident and mishaps during operation for entire operation & Maintenance period. Accordingly, the contractor shall train his technical staff as per the SOP for carrying out evacuation and mock exercises
- k. The expenditure on account of fuel expenses for running of DG set in the eventuality or power failure for evacuation of passengers shall be in the scope of the contractor.
- l. The contractor shall provide 24 hour Transportation facility for the entire operation and maintenance period to RTDC representative. Transportation facility to be provided shall be at least seven seater capacity equivalent or higher class to Mahindra Bolero with make not earlier than year 2020 . The minimum monthly KM required would be 2500 Km and in case any month vehicle does not cover the requisite Km, the balance shall be adjusted in the subsequent month/months.

- m. The bidder shall assist Daily/weekly/fortnightly/monthly/Quarterly/annually during inspection of ropeway inspector or ropeway regulator and maintain proper record of relevant documents.
- n. Tariff will be collected by RTDC on its own and contractor shall provide four Booking Clerks-cum-Cashiers at two stations for assisting collection.
- o. RTDC will cover insurance of ropeway equipment's and passengers.
- p. Electricity/Water/any other local area bills and taxes will be paid directly by RTDC.

4. DELIVERABLES, TIMELINES AND TERMS OF PAYMENT & SCHEDULE

- a. The contractor will provide Training certificate of training imparted to his/her/its technical staff from CEN manufactures/at CEN ropeway installation within two months from the from the date of issue of award letter.
- b. The agreement period for the subject assignment shall be for a period of five years from date of signing the Agreement by the Selected Agency and the Authority.

The amount (Quoted by the Selected agency) as per the terms & conditions of this RFP subject to the mandatory payments / deductions as per applicable law, shall be paid by RTDC.

Enforce Safety and Security

- a. Operation of a CCTV surveillance (To be installed by RTDC) including maintaining of all records and safety program for the facility and the users thereof and the personnel engaged in the provision of any services under any of the Agreements/SOPs including correction of safety violations and deficiencies and taking of all other actions necessary to provide a safe environment in accordance with Applicable Laws and Good Industry Practice.
- b. Take all reasonable precautions for the prevention of accidents on or about the Ropeway Facility and provide all reasonable assistance and emergency medical aid to accident victim.
- c. Be responsible for safety, soundness and durability of the Ropeway Facility including all structures forming part thereof and their compliance with the Specifications and Standards.
- d. The number of passengers shall not exceed the design capacity of the cabin.

5. TERMINATION OF THE CONTRACT

- a. In case of deficiency or non-fulfilment of obligations as per the scope of work, RTDC shall serve a notice to the concerned operator to rectify/fulfil the obligations within a period 15 days to cure the defect, failing which RTDC shall be at the liberty to execute the work through any other agency at the cost of the operator, in addition to the right of RTDC to cancel the contract.
- b. RTDC reserves the right to terminate the agreement in case of deficiency in services or poor performance of the operator at any point of time. In this respect, the view of RTDC about the performance is final and binding.

6. PENALTY

- a. Failure in fulfillment of performance as indicated in Clause 3 and adhere MSOs in 6 above shall warrant the Forfeiture of Performance Bank Guarantee in case of failure to successfully perform/ complete the deliverables as per the MSO (A new PBG of same value shall be submitted by the selected bidder for continuance of the agreement in such event) and/ or in case of any midway unilateral withdrawal from the contract.
- b. Bidder in case of committing repetitive offences mentioned above shall be blacklisted from bidding for any Contract/ Tender/ EoI /RFP with HP Govt. for a period of 5 years

7. EARNEST MONEY DEPOSIT (EMD)

- a. The Bid shall be accompanied by Earnest Money Deposit (EMD) Rs.5,00,000/- drawn from any Nationalized/ Scheduled bank in favor of RTDC by way of DD payable at Shimla.
- b. The EMD of unsuccessful Bidder will be returned to them without any interest, after conclusion of the resultant agreement and after receipt of performance security as per the terms of agreement.
- c. EMD of a bidder may be forfeited without prejudice to other rights of the purchaser, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information /documents furnished in its tender is incorrect, false, misleading, or forged. In addition to the aforesaid grounds, the successful bidders' EMD will also be forfeited without prejudice to other rights of purchaser, if it fails to furnish the required performance security within the specified period.

8. PERFORMANCE SECURITY

- a. The selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee from a Bank for an amount equal to 5% (five percent) of its average annual award Price (Operation and Maintenance cost). Such Performance Security shall be submitted as mentioned in para b below.
The Contractor shall submit Performance security as follows:
Performance security for an amount equal to Five Percent of Operation and Maintenance Cost valid up to 60 days from completion of operation and maintenance period. This Performance security to be submitted within 30 day from receipt of LOA
- b. For avoidance of any doubt, in case of failure of submission of Performance Security, within the 15 days' time period (from receipt of LOA), the award shall be deemed to be cancelled/ withdrawn and the Bid Security shall be encashed and the proceeds thereof appropriated by the Authority. Thereupon all rights, privileges, claims and entitlements of the Contractor under or arising out of the Award shall be deemed to have been waived by, and to have ceased with the concurrence of the Contractor, and the Award shall be deemed to have been withdrawn by the Authority
- c. The agreement will be executed within 10 days of receipt of Performance Security.

Annexure 1

Section – 6

**Formats for Proposal Submission (Annexures)
CHECKLIST OF SUBMISSIONS IN ENVELOPES I & II**

S.N	Enclosures	Status (Submitted/Not Submitted)	Remarks
1	DD towards EMD & Processing fee		
2	Signed RFP Document		
3	Covering Letter (Annexure 2)		
4	Experience Details (Annexure 3)		
5	Financial Proposal by Bidder (Annexure 4)		
6	Financial Experience towards minimum Eligibility (Annexure 5)		
7	Power of Authority (Annexure 6)		
8	Bank Guarantee Format (Annexure 7)		
9	Affidavit of non-blacklisting by any Authority / authority in India (Annexure 8)		
10	POA & MOU for Joint Venture (Annexure 9) – If required		

Annexure 2

**Format for
COVERING LETTER (LETTER OF PROPOSAL)
(On Applicant’s Letter Head)**

To
The Deputy General Manger
Ropeway and Rapid Transport System Development Corporation (RTDC)
U.S. Club, Shimla - 171001, Himachal Pradesh
Email: dgmrtdc@gmail.com

Sub: “Selection of agency for operation & maintenance (Ropeway Between Chandigarh Manali National Highway (Near Pandoh Dam Reservoir) to Mata Bagalmukhi Temple (Bakhli) District Mandi In Himachal Pradesh for Period of five (05) Years.”

1. With reference to your RFP Document dated _____, I / We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection of agency for O&M (the "Agency") of the subject assignment. The proposal is unconditional and unqualified.
2. I/We acknowledge that RTDC will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the Annexures / Appendices are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project / Assignment.
4. I / We shall make available to RTDC any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I / We acknowledge the right of RTDC to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I / We certify that in the last three years, we 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 Applicant, nor been expelled from any contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
 - a) We have examined and have no reservations to the RFP Document, including any Addendum issued by RTDC.
 - b) I / We do not have any conflict of interest as mentioned in the RFP Document;
 - 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 in respect of any tender or request for proposal issued by or any agreement entered into with RTDC 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 this RFP, no person acting for us or on our behalf will engage in any

corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I / We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Applicants in accordance with the RFP Document.
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the subject assignment or which relates to a grave offence that outrages the moral sense of the community.
10. I / We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. 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 RTDC (and/ or the Government of India) in connection with the selection of Agency or in connection with the Selection Process itself in respect of the above-mentioned AMC.
12. I/We agree and understand that the proposal is subject to the provisions of the RFP Document. In no case, shall I/we have any claim or right of whatsoever nature if the work for the subject assignment is not awarded to me/us or our proposal is not opened or rejected.
13. I / We agree to keep this offer valid for 180 (One hundred and eighty) days from the PDD specified in the RFP.
14. In the event of my/our firm being selected, I/we agree and undertake to provide the services in accordance with the provisions of the RFP and that the Team Leader shall be responsible for providing the agreed services himself and not through any other person or Associate.
15. I/We have studied RFP and all other documents carefully. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by RTDC or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of subject assignment.
16. The Technical and Financial Proposals are being submitted in separate covers along with Annexure-A to prove our financial details. The contents provided in Envelopes I & II shall constitute the Application which shall be binding on us.
17. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Comprehensive Operation and Maintenance of Ropeway System.
18. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

**Yours faithfully,
(Signature, name and designation of the authorized signatory)
(Name and seal of the Applicant)**

Annexure 3

**Format for
APPLICANT’S EXPERIENCE
Project 1**

SN	Name of work/Project	Authority Details	Project/Work Details	Project/Work implemented in last 5 years (Yes/No)	Project/Work Cost (Rs. Cr)	Document Enclosed as Proof of Experience*
1						
2						
3						

(**Tables to be added by the bidder if required)

Signature _____

Name _____

Designation _____

Company _____

Date _____

Notes:

Annexure 4

**Format for
Financial Proposal**

The scope of work will broadly include Comprehensive Operation & Maintenance for five years of CEN Standard Ropeway Project thereof. Therefore, The Deputy General Manager, RTDC now invites bids from eligible contractors for the following project:

Name of work	Annual Operation & Maintenance Charges (Quoted Rate by Bidder inclusive of all Taxes)	
Selection of agency for operation & maintenance (Ropeway Between Chandigarh Manali National Highway (Near Pandoh Dam Reservoir) to Mata Bagalmukhi Temple (Bakhli) District Mandi In Himachal Pradesh for Period of five (05) Years.”	Year One	
	Year Two	
	Year Three	
	Year Four	
	Year Five	
	Total	

(Signature of the Authorized Signatory)

Place-----

Annexure 5

**Format for
FINANCIAL SUMMARY DATA
TURNOVER RELATED DATA (All figures in INR Crores)**

Description	FY 2022-23	FY 2021-22	FY 2020-21
TURNOVER			
TOTAL			

Financial Year: 1st April to 31st March or the particular accounting year followed and audited.

Note:

1. The applicant shall submit Audited Balance Sheets/ Annual Reports
2. The annual Turnover & Net worth data should be certified by a practicing Chartered Accountant.

Signature _____

Name _____

Designation _____

Company _____

Date _____

Company Seal

Annexure 6

**Format for
POWER OF AUTHORITY TO BID SIGNATORY
(On a Non-Judicial Stamp Paper of Rs. 100 duly attested by notary public)**

Know all men by these presents, We, _____, a company / firm registered under _____ and having its Registered Office at _____ do hereby constitute, nominate, appoint and authorize _____ and presently residing at _____ as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) 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 Proposal for _____ including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conference and providing information/ responses to the Deputy General Manger Ropeway and Rapid Transport System Development Corporation (RTDC), (the “Authority”), representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said assignment and/or upon award thereof to us till the entering into of the Agreement with the Authority. AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative 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 Authorized Representative 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....., 2024.

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized

Accepted

(Signature, name destination and address of the Attorney)

Selection of agency for operation & maintenance (Ropeway Between Chandigarh Manali National Highway (Near Pandoh Dam Reservoir) to Mata Bagalmukhi Temple (Bakhli) District Mandi In Himachal Pradesh for Period of five (05) Years.”

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. The Power of Attorney should be executed on a non-Judicial stamp paper of Rs 100/- (one hundred) and duly notarized by a notary public.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

Annexure 7

**Format for BANK GUARANTEE
EMD (Earnest Money Deposit)**

Whereas M/s (herein after called the Tenderer) is desirous and prepared to tender for work in accordance with Terms & Conditions of Tender Notice of (financial year) dated and whereas We, Bank; agree to give the Tenderer a guarantee for the Earnest Money Deposit.

1. Therefore, we hereby affirm that we are Guarantors on behalf of the Tenderer upto a total of Rupees(i.e. Rs.....) and we undertake to pay the Deputy General Manager, RTDC , upon his first written demand and without demur, without delay and without necessity of previous notice of individual or administrative procedure and without necessity to prove the bank the defects or shortcomings or debit of the contractor any sum within the limit of Rupees.....
2. We further agree that the guarantee here in contained shall remain in full force and effective during the period that would be taken for the acceptance of the tender. However, unless a demand or claim under this guarantee is made only in writing on or before the We shall be discharged from all liabilities under the guarantee thereafter.
3. We undertake not to revoke the guarantee during its currency except with the previous consent of the Deputy General Manager, RTDC, in writing.
4. We lastly undertake not to remove the guarantee for any change in constitution of the Tenderer or the Bank.

Signature and Seal of the
Guarantor Bank:

Address:

Annexure 8

**Format for
AFFIDAVIT OF NON-BLACKLISTING BY ANY AUTHORITY / AUTHORITY IN INDIA**

Name of Applicant:

1. PLEASE DESCRIBE:

Company's history of litigation or arbitration / Debarment / Blacklisting from contract executed in the last five years or currently under execution. Please indicate for each case the year, name of employer, cause, matter in dispute, disputed amount, and whether the award was for or against the company.

2. Please add any further information that you consider to be relevant to the evaluation of your application. If you wish to attach other documents, please list below:

SIGNATURE OF BIDDER

Note: In case of joint venture the above form shall be filled by the JV members separately.

Annexure 9

Format for

POWER OF ATTORNEY AND MEMORANDUM OF UNDERSTANDING FOR JOINT VENTURE

Power of Attorney Dated this day of 2024 Know all persons by these present that We and (here in after collectively referred to “the Joint Venture / joint venture”) hereby appoint and authorize as our attorney. Whereas the Ropeway and Rapid Transport System Development Corporation (RTDC), has invited applications from interested parties for the “**Selection of agency for operation & maintenance (Ropeway Between Chandigarh Manali National Highway (Near Pandoh Dam Reservoir) to Mata Bagalmukhi Temple (Bakhli) District Mandi In Himachal Pradesh for Period of Five (05) Years.”** (hereinafter referred to as “the Assignment”), Whereas the members of the Joint Venture/joint venture are interested in bidding for this project in accordance with the terms and conditions of this tender along with its amendments, addenda and related documents, And whereas it is necessary for the members of the Joint Venture/joint venture to appoint and authorize one of them to do all acts, deeds and things in connection with the aforesaid Project, We hereby nominate and authorize as our constituted attorney in our name and honor behalf to do or execute all or any of the acts or things in connection with making an application to RTDC , to follow up with RTDC and thereafter to do all acts, deeds and things on our behalf until culmination of the process of bidding and thereafter till the license contract is entered into with the Selected agency. And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and confirm all and whatsoever that our said attorney shall do or cause to be done for us by virtue of the power hereby given. All the members of this Joint Venture will be jointly and severally liable for execution of this assignment in all respects.

In witness hereof we have signed this deed on this _____ day of _____ 2024.

Signature

For and on behalf of [Company]

Memorandum of Understanding

Know all men by these present that we, and (herein after collectively referred to “the Joint Venture”) for execution of tender. Whereas the RTDC has invited tenders from the interested parties for the “**Selection of agency for operation & maintenance (Ropeway Between Chandigarh Manali National Highway (Near Pandoh Dam Reservoir) to Mata Bagalmukhi Temple (Bakhli) District Mandi In Himachal Pradesh for Period of five (05) Years.**” Whereas the members of the Joint Venture are interested in bidding for the work of in accordance with the terms and conditions of the RFP/tender. This Joint Venture contract is executed to undertake the work and role and responsibility of the firms as . And whereas it is necessary under the conditions of the RFP/tender for the members of the Joint Venture to appoint and authorize one of them as Lead Member to do all acts, deeds and things in connection with the aforesaid tender is the Lead Member of the Joint Venture. We hereby nominate and authorize as our constituted attorney in our name and on our behalf to do or executive all or any of the acts or things in connection with the execution of this Tender and thereafter to do all acts, deeds and things on our behalf and thereafter till the satisfactory completion of work. And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and confirm all and whatsoever that my said attorney shall do or cause to be done for us by virtue of the power hereby given. All the members of this Joint Venture will be jointly and severally liable for execution of this assignment in all respects.

In witness hereof we have signed this deed on this day of . [Signature]

By the with named through its duly constituted attorneys in the presence of . [Signature]

By the with named through its duly constituted attorneys in the presence of

Notes:

For the purposes of Memorandum of Understanding and Power of Attorney:

The contracts are to be executed by the all members in case of a Joint Venture

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 executants 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 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.

- In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney

Appendix 1

LIST OF MANPOWER REQUIRED

SN	Designation	Manpower
A. Technical (Operation & Maintenance) Manpower		
1	Resident Manager-cum station in-charge	1
2	Operator	4
3	Mechanical Fitter	1
4	Electrician	1
5	Helpers	1
B. Administrative Manpower		
1	Booking Clerks cum Cashier for Two Stations	4
2	Ushers	8
C. Unskilled Labours for Various Activity		
1	Cleaning Staff: (Toilets and Generals)	2
2	Parking Staff	2
3	Security Staff	10
4	Gardener	1