Volume- 1
Request for Proposal (RFP)
For
Tender No - Sri Anandpur-Sri Naina Devi-Tender-1

Development of Ropeway Service between Sri Anandpur Sahib Ji (Rampur Village) to Sri Naina Devi Ji
Through
PUBLIC PRIVATE PARTNERSHIP
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DISCLAIMER

The information contained in this Request for Proposal document comprising of Volume 1 and Volume 2 (the “RFP” or “Request for Proposal”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide the Bidders with information that may be useful to them in preparing and submitting their proposal pursuant to the Bidding Documents including this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way by participating in this Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Successful Bidder or Operator, 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.

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, due diligence, 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.
NOTICE INVITING TENDER

Sri Naina Devi Ji and Sri Anandpur Sahib Ji Ropeway Limited, Shimla

Tender No. Sri Anandpur-Sri Naina Devi-Tender-1 Date: 4-3-2020

1. Digitally signed and uploaded, Online bids under Single Stage Two Cover system are invited globally by Sri Naina Devi ji and Sri Anandpur Sahib ji Ropeway Limited, Shimla from experienced, resourceful firms with proven technical and financial capabilities as detailed in RFP (bid) document for the following project:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Tender No. and Description of Project</th>
<th>Cost of Tender Set</th>
<th>Bid Security</th>
<th>Bid Submission Start Date: 5-3-20</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>TENDER NO Sri Anandpur-Sri Naina Devi-Tender-1 Request for Proposal (RFP) for Development of Ropeway Service between Sri Anandpur Sahib Ji (Rampur Village) to Sri Naina Devi Ji</td>
<td>Rs. 10,000</td>
<td>Rs. 2.5Crore</td>
<td></td>
</tr>
</tbody>
</table>

| Bid Submission End Date: 4-5-20 ; 1600 hrs |
| Tender Opening Date 4-5-20 1630 hrs |

2. Interested eligible bidders may obtain further information and inspect the bid documents at the Himachal Pradesh e-Procurement website https://hptenders.gov.in . The Bid documents will be available for download from 05.03.2020 till due date on https://hptenders.gov.in

3. The bid document carries non-refundable tender fee payable in the form of Demand Draft/Pay Order payable at Shimla and drawn in favour of “Sri Naina Devi Ji and Sri Anandpur Sahib Ji Ropeway Limited” shall be submitted by the bidder. There will not be physical or manual sale of bid documents. The proposals should be submitted in accordance with the Instructions to Bidders related to e-tendering and Instruction to Bidders as enumerated in the bid document.

4. The downloading and submission of Bid Documents shall be carried out as mentioned at Instructions for Online Bid Submission in the Tender and instructions at e-Procurement website https://hptenders.gov.in/nicgep/app. No editing, addition/ deletion of matter shall be permitted.
5. Pre bid replies/addendum/amendments/errata if any etc. will be made available at the e-procurement website https://hptenders.gov.in and tenderers are requested to check and download the same for submission.

6. The bidder has to submit his offer online at the e-procurement website https://hptenders.gov.in using valid Digital Signature Certificates and submit the financial instruments i.e. Pay Order/Demand Draft towards Cost of Tender Fee and Bank Guarantee/FDR towards Bid security in the box provided at Block NO. 28, SDA Complex, Kasumpti, Shimla-9, H.P before due date and time. Scanned copies of financial instruments towards Tender Fee and Bid Security shall be uploaded along with the bid at the e-procurement website. The documents submitted online and through hard copy should not differ or mismatch in any manner. **No Bid will be considered if it is not submitted online at the e-Procurement website** https://hptenders.gov.in and Cost of Tender Fees and Bid Security is not submitted as mentioned in Tender Notice.

7. The cost of tender set and Bank Guarantee for Bid Security will be accepted in the manner specified in the Bid document.

8. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions are given in the Bid document to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: https://hptenders.gov.in

9. **The bidders shall meet the Eligibility Criteria as specified in Clause 2.2 of RFP document**

10. Online Technical Proposal (First Cover) uploaded at https://hptenders.gov.in will be opened on Due Date. **Bids of the Bidders will not be opened in case the Bid Security and Tender fee is not submitted in the form and manner described above.**

11. Bidders may please note that if the offers are not received according to the instructions detailed herein, the same may be liable for rejection. Any corrections and remarks shall be either type written or must be in ink and duly authorized.

12. The offers of the bidders whose sealed cover as described above is not received till due date and time, even though posted in time or online bids submitted after due date and time will be considered as late Bid and will not be accepted.

13. The bids shall remain valid for a period of 180 days from the opening of Technical Proposal (First Cover).
14. **Commercial proposal** - The bidder shall submit his offer in Commercial proposal online in the format (Appendix-VII) provided in Bid document and no other format is acceptable. The commercial proposal has been given as PDF file with the bid document, and the same is to be downloaded and filled by the bidder. The bidder should submit the scanned commercial proposal after filling all the figures according to the Instructions for Online Bid Submission and instructions at Himachal Pradesh e-procurement website [https://hptenders.gov.in](https://hptenders.gov.in). Price bid should not be submitted in hard copy format in any case.

**Note:** Bidder is responsible to download Bid document and Addendums/ Amendments/ Errata/Replies to the queries of the Party etc., if any, issued by *Sri Naina Devi Ji and Sri Anandpur Sahib Ji Ropeway Limited, Shimla* from the website before submission of the Tender. Any shortfall in submission of the said Addendums/Amendments/Errata/Replies to the queries of the Party etc. along with the downloaded documents while submitting the Tender then such offer may not be considered.

MANAGING DIRECTOR
**GLOSSARY**

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authority</td>
<td>As defined in Clause 1.1.1</td>
</tr>
<tr>
<td>Associate</td>
<td>As defined in Clause 2.1.14</td>
</tr>
<tr>
<td>Bank Guarantee</td>
<td>As defined in Clause 2.20.1</td>
</tr>
<tr>
<td>Bid(s)</td>
<td>As defined in Clause 1.2.2</td>
</tr>
<tr>
<td>Bidders</td>
<td>As defined in Clause 1.2.2</td>
</tr>
<tr>
<td>Bidding Documents</td>
<td>As defined in Clause 1.1.7</td>
</tr>
<tr>
<td>Bid Due Date</td>
<td>As defined in Clause 1.1.7</td>
</tr>
<tr>
<td>Bidding Process</td>
<td>As defined in Clause 1.2.1</td>
</tr>
<tr>
<td>Bid Security</td>
<td>As defined in Clause 1.2.4</td>
</tr>
<tr>
<td>Bid Stage</td>
<td>As defined in Clause 1.2.1</td>
</tr>
<tr>
<td>Concession</td>
<td>As defined in Clause 1.1.5</td>
</tr>
<tr>
<td>Concession Agreement</td>
<td>As defined in Clause 1.1.2</td>
</tr>
<tr>
<td>Concessionaire</td>
<td>As defined in Clause 1.1.2</td>
</tr>
<tr>
<td>Conflict of Interest</td>
<td>As defined in Clause 2.1.14</td>
</tr>
<tr>
<td>Damages</td>
<td>As defined in Clause 2.1.14</td>
</tr>
<tr>
<td>[DFBOT]</td>
<td>As defined in Clause 1.1.1</td>
</tr>
<tr>
<td>Demand Draft</td>
<td>As defined in Clause 2.20.2</td>
</tr>
<tr>
<td>Feasibility Report</td>
<td>As defined in Clause 1.2.3</td>
</tr>
<tr>
<td>Government</td>
<td>Government of Maharashtra</td>
</tr>
<tr>
<td>Grant</td>
<td>As defined in Clause 1.2.6 (a)</td>
</tr>
<tr>
<td>Highest Bidder</td>
<td>As defined in Clause 1.2.6 (b)</td>
</tr>
<tr>
<td>LOA</td>
<td>As defined in Clause 3.3.5</td>
</tr>
<tr>
<td>Member</td>
<td>Member of a Consortium</td>
</tr>
<tr>
<td>PPP</td>
<td>Public Private Partnership</td>
</tr>
<tr>
<td>Premium</td>
<td>As defined in Clause 1.2.6 (a)</td>
</tr>
<tr>
<td>Project</td>
<td>As defined in Clause 1.1.1</td>
</tr>
<tr>
<td>Re. or Rs. or INR</td>
<td>Indian Rupee</td>
</tr>
<tr>
<td>RFP or Request for Proposals</td>
<td>As defined in the Disclaimer</td>
</tr>
<tr>
<td>RFQ</td>
<td>As defined in Clause 2.1.2</td>
</tr>
<tr>
<td>Selected Bidder</td>
<td>As defined in Clause 3.3.1</td>
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</tbody>
</table>

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, shall, unless repugnant to the context, have the meaning ascribed thereto therein.
1 INTRODUCTION

1.1 BACKGROUND

1.1.1 The Sri Naina Devi Ji and Sri Anandpur Sahib Ji Ropeway Limited, Shimla (the “Authority”) has decided to undertake development and operation/maintenance of the “Development of Ropeway Service between Sri Anandpur Sahib Ji (Rampur Village) to Sri Naina Devi Ji” (the “Project”) through Public Private Partnership (the “PPP”) on Design, Finance, Build, Operate and Transfer (the “DFBOT”) basis, and has decided to carry out the bidding process for selection of a developer as the Bidder to whom the Project may be awarded.

Brief particulars of the Project are as follows:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of Work</td>
<td>Tender No. Sri Anandpur-Sri Naina Devi-Tender-1 Design, Finance, Build,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>operate and Transfer of Ropeway Service between Sri Anandpur Sahib Ji</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Rampur Village) to Sri Naina Devi Ji</td>
</tr>
<tr>
<td>2</td>
<td>Scope of Work</td>
<td>The work comprises of appointment of a private entity for design,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>finance, build, operations and maintenance of Ropeway Service</td>
</tr>
<tr>
<td></td>
<td></td>
<td>between Sri Anandpur Sahib Ji (Rampur Village) to Sri Naina Devi Ji</td>
</tr>
<tr>
<td></td>
<td></td>
<td>via Toba for a length of approximately 3.8 KM.</td>
</tr>
<tr>
<td>3</td>
<td>Tender Fee</td>
<td>Rs. 10,000.00 in the form of DD or Pay order</td>
</tr>
<tr>
<td>4</td>
<td>Bid Security</td>
<td>Rs. 2,50,00,000/- payable in the form of Bank Guarantee or FDR or</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Demand Draft to “Sri Naina Devi ji and Sri Anandpur Sahib ji Ropeway</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Limited”</td>
</tr>
<tr>
<td>5</td>
<td>Project Development Fee</td>
<td>INR 1 Crore (Irrevocable and non-refundable Fee to be paid in the</td>
</tr>
<tr>
<td></td>
<td></td>
<td>form of DD by the selected bidder only)</td>
</tr>
<tr>
<td>6</td>
<td>Annual Concession Fee (ACF)</td>
<td>ACF amount quoted by the successful bidder i.e. H1 Bidder Annual</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Concession Fee will be payable to the company from the 4th year or COD</td>
</tr>
<tr>
<td></td>
<td></td>
<td>whichever is earlier irrespective of whether the project is</td>
</tr>
<tr>
<td></td>
<td></td>
<td>commercially started or not.</td>
</tr>
<tr>
<td>7</td>
<td>Performance Security</td>
<td>5% of the total project cost of successful bidder or minimum 10Crores,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2 years post COD- 2.5% Return (in the form of Bank Guarantee or FDR)</td>
</tr>
<tr>
<td>8</td>
<td>Period for achieving</td>
<td>1 year from the date of award of work</td>
</tr>
<tr>
<td></td>
<td>conditions Precedent</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Construction Period</td>
<td>3 years after completion of Condition Precedent Period</td>
</tr>
<tr>
<td>10</td>
<td>Concession Period</td>
<td>40 years including construction period (3+37)</td>
</tr>
<tr>
<td>11</td>
<td>Validity of Offer</td>
<td>180 days from the date of submission of bid</td>
</tr>
<tr>
<td>12</td>
<td>Bidding Parameter</td>
<td>The Annual Concession Fee (ACF) to be quoted by the bidders shall</td>
</tr>
<tr>
<td></td>
<td></td>
<td>constitute the sole criteria for evaluation of Bids.</td>
</tr>
</tbody>
</table>

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 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 Design, Finance, Build, Operate and Transfer (DFBOT) of the Project under and in accordance with the provisions of a long-term concession agreement (the “Concession Agreement”) to be entered into between the Selected Bidder and the Authority in the form
The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the “Bidding Documents”), 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 Eligibility Criteria

1) The Bidder’s competence and capability is proposed to be established by the following parameters:
   a) Experience in developing infrastructure and/or managing similar projects
   b) Financial capability in terms of - Net worth

2) On each of these parameters, the Bidder would be required to meet the minimum stipulated criteria as detailed in this RFP.

1.1.9 Deleted

Note: A Bidder shall be considered as a Selected Bidder for the all PPP Projects, where the Letter of Awards (LOAs) has been issued.

1.2 BRIEF DESCRIPTION OF BIDDING PROCESS

1.2.1 The Authority has adopted a single stage two envelop process (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. Under this process, the Bid shall be invited under two envelopes. Prior to or along with the Bid, the Bidder shall pay tender fee to the Authority a sum of Rs. 10,000/- (Rupees Ten Thousand Only) as the cost of the RFP process. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first envelop (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this RFP. (The “Bidder”, which expression shall, unless repugnant to the context, include the members of the Consortium). The second envelop (Financial Bid) shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP. GOI has issued guidelines (see Appendix-VI of RFP) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify a Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I

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 Bidding Documents include the Draft Concession Agreement for the Project enclosed for the Bidders. The Site Data Report prepared by the Authority/consultants of the Authority (the ”Site Data Report”) is also enclosed for guidance purposes only. Subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.

1.2.4 A Bidder is required to deposit, along with its Bid, a bid security of Rs. 2.50 Crore (Rupees Two Crore Fifty Lakh 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 a demand draft or a bank guarantee acceptable or FDR to the Authority, and in such event, the validity period of the demand draft or bank guarantee, 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 summarily rejected if it is not accompanied by the Bid Security.

1.2.5 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation of the Project.

1.2.6 Bids are invited for the project on the basis of the Annual Concession Fee (ACF) subject to Highest ACF amount quoted by the bidder payable to the Authority for award of the Concession. The selected concessionaire shall be given 1 year as period of achieving conditions Precedent from the date of award of work subject to article 4 of DCA. The concession period of 40 (forty years) shall immediately commence upon the completion of condition precedent period. The selected concessionaire shall be exempted from paying concession fee for initial 3 (three) years construction period or actual construction period whichever is earlier. Annual Concession Fee will be payable to the company from the 4th year or COD whichever is earlier irrespective of whether the project is commercially started or not. The concession fee shall be increased by 5% every year from the commencement of concession period, compounded annually. The concession period is predetermined, as indicated in the Concession Agreement. The Annual Concession Fee (ACF) quoted by the bidders shall constitute the sole criteria for evaluation of Bids. Subject to Clause 2.21, the Project will be awarded to the Bidder quoting the Highest Annual Concession Fee (ACF). In this RFP, the term “Highest Bidder” shall mean the Bidder who is offering the highest ACF.

1.2.7 Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 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, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.

1.2.8 The revenue generation shall be from the ticket sale, rentals, proceeds of sale of food items and items such as Advertisement, Brand sponsorship, station naming etc.

1.2.9 Further and other details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.

1.2.10 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.14.4 below. The envelopes/communication shall clearly bear the following identification / title: “Queries/Request for Additional Information: RFP for Development of Ropeway Service between Sri Anandpur Sahib Ji (Rampur Village) to Sri Naina Devi Ji under DFBOT Mode (Design, Finance, Build, Operate and Transfer) (Tender No: Sri Anandpur-Sri Naina Devi-Tender-1 )”.

1.3 SCHEDULE OF BIDDING PROCESS

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Date</th>
<th>Time</th>
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<td>Sr. No.</td>
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<td>1.</td>
<td>Document Download start date</td>
<td>05.03.2020</td>
<td>11.00 am</td>
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<td>2.</td>
<td>Pre-bid Meeting</td>
<td>03.04.2020</td>
<td>11.00 Hrs</td>
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<td>3.</td>
<td>Document Download End Date</td>
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<td>11.00 Hrs</td>
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<tr>
<td>4.</td>
<td>Bid Submission Start Date</td>
<td>05.03.2020</td>
<td>16.00 Hrs</td>
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<tr>
<td>5.</td>
<td>Bid Submission End Date</td>
<td>04.05.2020</td>
<td>16.00 Hrs</td>
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<td>6.</td>
<td>Tender Opening Date</td>
<td>04.05.2020</td>
<td>16.30 Hrs</td>
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<td>a) Technical Cover</td>
<td>04.05.2020</td>
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<td>b) Financial Cover</td>
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<td>Will be intimated to the shortlisted bidders</td>
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### 1.4 PRE-BID CONFERENCE

The date, time and venue of the Pre-Bid Conference shall be:

**Date:** 03.04.2020  
**Time:** 11:00 hrs  
**Venue:** Punjab Bhawan, Sector-3, Chandigarh
A. GENERAL

2.1 GENERAL TERMS OF BIDDING

2.1.1 No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.

2.1.2 An international Bidder bidding individually or as a member of a Consortium shall ensure that Power of Attorney is legalized/ apostille by appropriate authority notarized in the jurisdiction where the Power of Attorney is being issued and requirement of Indian Stamp Act is duly fulfilled.

2.1.3 The Site Data Report of the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Site Data Report 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 the Site Data Report.

2.1.4 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.

2.1.5 The Bid should be furnished in the format at Appendix-I i.e. Technical Bid and Financial Bid. The Financial Bid shall consist of an 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. The ACF shall be payable by the Concessionaire to the Authority, as per the terms and conditions of this RFP and the provisions of the Draft Concession Agreement.

2.1.6 Deleted

2.1.7 The Bidder shall deposit a Bid Security Rs. 2.50 Crore (Rupees Two Crore Fifty Lakh Only) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or FDR or in the form of a Bank Guarantee acceptable to the Authority, as per format at Annex IV of Appendix- I. The Bidders shall also submit proof of payment of 10,000/- (Rupees Ten Thousand Only) towards cost of bid document.

2.1.8 The validity period of the Bank Guarantee, FDR or Demand Draft, 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. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no 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.

2.1.9 The Bidder should submit a Power of Attorney as per the format at Appendix- II, authorizing the signatory of the Bid to commit the Bidder

2.1.10 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-III

2.1.11 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.1.12 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

2.1.13 The document including this RFP and all attached documents, provided by the Authority are and shall remain or becomes 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 this Clause 2.1.13 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any
information provided along therewith.

2.1.14 This RFP is not transferable.

2.1.15 Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.16 a) 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:

b) 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.;

c) subject to the provisions of clause (a) above, the Bid should contain the information required for each member of the Consortium;

d) 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 51% (fifty-one 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-III, signed by all the other members of the Consortium;

e) 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;

f) an individual Bidder cannot at the same time be member of a Consortium applying RFP. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for RFP;

g) the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;

i. members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the “Jt. Bidding Agreement”), for the purpose of submitting a Bid. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:

ii. 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;

iii. clearly outline the proposed roles and responsibilities, if any, of each member;

iv. commit the minimum equity stake to be held by each member; commit that each of the members, whose experience will be evaluated for the purposes of this RFP, 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% of the total project cost submitted by the bidders as per APPENDIX-XII

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 second anniversary of the commercial operation 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

h) 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.

2.1.17 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.

2.1.18 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 by any public entity for breach by such Bidder, Consortium Member or Associate. Authority would place sole reliance on the certification provided by the Bidder in this regard in its letter comprising the Technical Bid.
2.1.19 In computing the Technical Capacity and Net Worth of the Bidder/Consortium Members under Clauses 2.2.2, 2.2.4 and 3.4, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.

For purposes of this RFP, Associate means, in relation to the Bidder/Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/Consortium Member (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 a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.

2.1.20 The following conditions shall be adhered to while submitting a Bid:

a) 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;

b) 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;

c) in responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.1 below; and

d) in case the Bidder is a Consortium, each Member should substantially satisfy the RFP requirements to the extent specified herein.

2.1.21 While Qualification is open to persons from any country, the following provisions shall apply:

a) 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 persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or

b) 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.

2.1.22 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 in the course of its normal business.

2.1.23 During the period from the date 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.
2.2 ELIGIBILITY AND QUALIFICATION REQUIREMENTS OF BIDDER

2.2.1 For determining the eligibility of Bidder, the following shall apply:
   a) The Bidder may be a single entity or a group of entities (the “Consortium”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
   b) Bidder may be a natural person, private entity, or any combination of them with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.16.
   c) 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 be entitled to forfeit and appropriate the Bid Security and/or Performance Security, as the case may be, as liquidated damages (“the Damages”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement or otherwise. Without limiting the generality of the above, determining the Conflict of Interest shall be the prerogative of the Authority. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting 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; provided that this disqualification shall not apply in cases where the director indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25% (twenty five percent) of the paid up and subscribed capital; of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is not more than 25% (Twenty five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956/2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows:
         ii. (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding
      iii. shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
      iv. a constituent of such Bidder is also a constituent of another Bidder; or
      v. 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, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
      vi. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
      vii. 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
      viii. such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
      ix. Such Bidder or any Associate thereof has appointed any official of the Authority, Technical Advisors of Authority for the Project, Legal Advisors of Authority for the Project, Financial Advisors of Authority for the Project, dealing with the Project, within a period of 1 years from the date of award of the Project to that Bidder.
**Explanation:** In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1 include each Member of such Consortium. For purposes of this RFP, Associate means, in relation to the Bidder /Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/Consortium Member (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 percent) 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.

d) 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 may be, shall be liable to be terminated without the Authority being liable in any manner what so ever 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 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. Notwithstanding anything to the contrary contained in sub-clause (c) (i) of Clause 2.2.1, a Bidder may, within 10 (ten) days after the Application Due Date remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof. However, his financial bid shall not be opened. Provided further, in case the Authority seeks information / clarification from a Bidders related to occurrence / non-occurrence of Conflict of Interest and the Bidders fails to provide such information within a reasonable time, the Authority shall disqualify the Bidders. Encash its Bid Security as per provision of Clause 2.25.7 (a) and further debar it from participation in any future procurement process for a minimum period of 1 year.

2.2.2 To be eligible for this RFP a Bidder shall fulfil the following conditions of eligibility:

A. **Technical Capacity:**

For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Bidder, during the last Five financial years preceding the bid 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 500 PPHPD having collected average annual revenue of Rs. 5 (Five) Crores from it.

OR

**Category 2**

Owned, operated & managed at least 1 (one) Passenger Ropeway System of capital cost of more than Rs. 56 Crores (RupeesFifty-Six Crores) only.

OR

**Category 3**

Operated & managed at least 1 (one) Passenger Ropeway System with minimum carrying capacity of 500 PPHPD having collected average annual revenue of Rs. 5 (Five) Crores from it.
Category 4
Operated & managed at least 1 (one) Passenger Ropeway System of capital cost of more than Rs. 56 Crores (Rupees Fifty-Six Crores) only.

AND/OR

Category 5
i Installed at least 1 (one) Passenger Ropeway System with minimum carrying capacity of 500 PPHPD in India during the last 5 (five) year financial years prior to the Bid Due Date.

OR

Installed at least 1 (one) Passenger Ropeway System of capital cost of more than Rs.56 Crores (Fifty-Six Crore) Crores.

ii Further such entity should be able to demonstrate presence in installing and servicing Ropeway equipment in India during the last 5 (Five) financial years prior to Bid Due Date.

Note
a) It is a mandatory condition for the Bidder to furnish the Certificate of undertaking from ropeway manufacturer as per the format given by the Authority along with the Technical Proposal as provided in Appendix – X and XI
b) The infrastructure projects to be considered as per the harmonised list of the infrastructure project.
c) For the evaluation purpose, the successfully completed projects will only be considered as eligible projects.

AND/OR

Category 6
Owned, Operated & managed at least one project in Core Sector having minimum project cost of Rs. 300 Crores (Rupees Three hundred Crores only) excluding land cost. The project should have been undertaken as a PPP project on BOT, BOLT, BOO, BOOT 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 user 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 park, pipelines, irrigation, water supply, sewerage and real estate development.

B. Financial Capacity
a) In Case of Category 1,2,3,4 & 5 Projects:
   a. The bidder shall have a minimum Net worth (the “Financial Capacity”) of Rs. 70crores (Rupees Seventy Crore Only) at the close of preceding financial year.
   b. The Bidder should have positive average Net profit for the last five financial years preceding the bid due date.

b) In case of Category 6 Projects:
   a. The Bidder shall have a minimum Net Worth (the “Financial Capacity”) of Rs. 140 Crores (Rupees One Forty Crore Only) at the close of the preceding financial year.
   b. The Bidder should have positive average Net profit for the last five financial years 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 Percent)
each in 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 percent) of the
subscribed and paid up equity of the SPV; and (ii) Rs. 5% of the total project cost
submitted by the bidder as per APPENDIX-XII.

For the purposes of this RFP, Net Worth (the “Net Worth”) shall mean the sum of
subscribed and paid up equity and reserves from which shall be deducted the sum of
revaluation reserves, miscellaneous expenditure not written off and reserves not
available for distribution to equity shareholders.

C. High Net Worth Route
The prospective bidder(s) having a Net- Worth of Rs. 300 Crore (Rupees Three Hundred Crores
only)& above, as on 31st March 2019 will be exempted from the Technical Capacity & Financial
Capacity as per Clause 3.4.4 and Clause 3.4.6 above (The “Minimum Eligibility Criteria”).
However, such bidder shall have to demonstrate this Net- Worth independently, without forming
a Joint Venture/ Consortium.

D. Technical Tie Up
The Bidder(s) applying under Category 6 or High Net Worth Route 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:

a) Owned, operated & managed at least 1 (one) Passenger Ropeway System with minimum
carrying capacity of 500 PPHPD and having collected average annual revenue of Rs. 5 (Five) Crores from it.

OR

b) Owned, operated & managed at least 1 (one) Passenger Ropeway System of capital cost
of more than Rs 56 Crore (Rupees Fifty-Six Crore).

OR

c) Operated & managed at least 1 (one) Passenger Ropeway System with minimum carrying
capacity of 500 PPHPD and having collected average annual revenue of Rs. 5 (five) crores
from it.

OR

d) Operated & managed at least 1 (one) Passenger Ropeway System of capital cost of more
than Rs 56 Crores Only (Rupees Fifty-Six Crore).

OR

e) Installed at least 1 (one) Passenger Ropeway System with minimum carrying capacity of
500 PPHPD in India during the last 5 (Five) financial years prior to the Bid due Date.

OR

f) Installed at least 1 (one) Passenger Ropeway System of capital cost of more than Rs 56
Cores Only (Rs. Fifty-Six Crore Only) Crores.

OR

g) A CEN standard OEM ropeway technology supplier.

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 certificates, etc.) in respect of the project specified above in
this clause 3.4.7 so as to demonstrate the relevant technical experience of the Technical Tie Up
Partner. The Bidder is not permitted to change the Technical Tie up partners after the submission
the Bid. 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.

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.

2.2.3 **O&M Experience:** The Bidder shall engage an experienced O&M contractor/operator or hire qualified and trained personnel for operation and maintenance of the Project in conformity with the provisions of the concession agreement.

2.2.4 The Bidders shall enclose with its bid, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

a) Certificate(s) from its statutory auditors or the concerned client(s) stating the payments made/received or works commissioned, as the case may be, during the past 5 years 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 Consortium), it 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

b) Certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.4 (b). For the purposes of this RFP, net worth (the “Net Worth”) shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

2.2.5 a) The Bidder will be required to maintain the ropeway service as specified in Article 17 of Draft Concession Agreement throughout the Concession Period. However in case, the Concessionaire does not have the experience of O&M as required, it shall be deemed to acknowledge and agree that for a period of at least 5 (five) years from the date of commercial operation of the Project, it shall enter into an Operation & Maintenance (O&M) Agreement with an entity having the specified experience, failing which the Concession Agreement shall be liable for termination.

b) The Concessionaire shall engage only such EPC Contractors for execution of the work, who have experience of at least two single completed ropeway or infrastructure project work of value of at least Rs 140 Crore (Rs. One hundred and forty crores only) in the preceding 5 years. An undertaking to this effect shall be provided by the Concessionaire along with the EPC Project Agreement Document.

2.3 **CHANGE IN COMPOSITION OF THE CONSORTIUM**

2.3.1 Where the Bidder is a Consortium, change in composition of the Consortium may be permitted by the Authority during the Bid Stage, only where:

a) the Lead Member continues to be the Lead Member of the Consortium;

b) the substitute is at least equal, in terms of Technical Capacity or Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the eligibility criteria for Bidders; and

C) 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 a Bidder Member/Associate of any other Consortium bidding for this Project.

2.3.2 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. The Bidder must submit its application for change in composition of the Consortium no later than 15 (fifteen) days prior to the Bid Due Date. Change in the composition of a Consortium will not be permitted after submission of the Bids.

2.3.4 The modified/reconstituted Consortium shall submit a revised Jt. Bidding Agreement and a Power of Attorney, substantially in the form at Appendix-IV, prior to the Bid Due Date.
2.4 CHANGE IN OWNERSHIP

2.4.1 By submitting the Bid, the Bidder acknowledges that it was on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members who shall, until the 2nd (second) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than:
   a) 26% (twenty-six per cent) of the subscribed and paid-up equity of the Concessionaire; and
   b) 5% of the total project cost submitted by the bidders as per APPENDIX-XII

The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.4.1 shall apply only when the Bidder is a Consortium.

2.4.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of bidding under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. 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 Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement or otherwise.

2.5 PROPRIETARY DATA

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. 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.

2.6 COST OF BIDDING

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

2.7 SITE VISIT AND VERIFICATION OF INFORMATION

2.7.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water 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.

2.7.2 It shall be deemed that by submitting a Bid, the Bidder has:
   a) made a complete and careful examination of the Bidding Documents;
   b) received all relevant information requested from the Authority;
   c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to
in Clause 2.7.1 above;

d) satisfied itself about all matters, things and information including matters referred to in Clause 2.7.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;

e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.7.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire

f) acknowledged that it does not have a Conflict of Interest; and

g) agreed to be bound by the undertakings provided by it under and in terms hereof.

Contacts for Site Visits:

Contact Person: Sh Pankaj Sharma, Dy Director, Tourism & Civil Aviation, Mandi
SRI NAINA DEVI JI AND SRI ANANDPUR SAHIB JI ROPEWAY LIMITED, SHIMLA
Directorate of Tourism and Civil Aviation,
Block No. 28, SDA Complex, Kasumpti,
Shimla-9, Himachal Pradesh
Phone 01905 -225036 Fax No: 01905- 225036
Mob; 8219320319
E-mail; dtdomandi@gmail.com

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, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.8 VERIFICATION AND DISQUALIFICATION

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

2.8.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

a) at any time, a material misrepresentation is made or uncovered, or

b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member 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 annul the Bidding Process and invites fresh Bids.

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 evaluation criteria 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 Selected Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, thesame shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire 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 mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.
2.8.4 Other Provisions

a) 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 1 (one) year, 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.

b) Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (PPP 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.

c) 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 by any public entity for breach by such Bidder, Consortium Member or Associate. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.7.3 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

d) This RFP is not transferable.

e) Any award of Concession pursuant to this RFP shall be subject to the terms of the Bidding Documents.

2.8.5 Appointment of Independent Engineer

a) The Authority shall appoint a consulting engineering firm, from a panel of 10 (ten) firms or bodies corporate, constituted by the Authority substantially in accordance with the selection criteria set forth in Schedule-I, to be the independent consultant under this Agreement (the "Independent Engineer"). The appointment shall be made no later than 90 (ninety) days from the date of Concession Agreement and shall be for a period of 3 (three) years. On expiry or termination of the aforesaid period, the Authority may in its discretion renew the appointment, or appoint another firm from a fresh panel constituted pursuant to Schedule-I to be the Independent Engineer for a term of 3 (three) years, and such procedure shall be repeated after expiry of each appointment.

b) If desired, by the Independent Engineer for monitoring the quality of works which is executed as per Indian standards, he may assign this work on his behalf to the reputed firms locally to carry out inspection, testing in accordance with Indian Codes.

c) The remuneration, cost and expenses of the Independent Engineer shall be borne by the authority and the concessionaire in 50:50 ratio and shall be paid to Independent Engineer by the authority. One-half of such remuneration, cost and expenses shall be paid by the concessionaire to the authority 15 days in advance from the payment due date.

2.8.6 Appointment of Independent Auditor

a) Irrespective of auditor appointment by concessionaire, separate independent auditor may be appointed by the authority to check the books of accounts of the concessionaire. The concessionaire has to allow and permit to check all the transactions details, fees received, expenses, costs, realizations, which the auditors are required to do, undertake or certify. All fees and expenses of the Independent Auditor shall be borne by the concessionaire.

2.8.7 Appointment of Safety Auditor

a) Safety Guarantee Audit – The Concessionaire should carry out safety guarantee audit every 12 months and submit Safety Certificates to the Authority. If not, it will be considered as an event of default. Safety Auditor will be appointed as per Schedule I of DCA but the firm/ individual appointed as an Independent Engineer for this project should not be appointed as Safety Auditor.
B. DOCUMENTS

2.9 CONTENTS OF THE RFP

2.9.1 This RFP comprises the Disclaimer set forth hereinafore, 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 Bidders
- Section 3: Evaluation of Bids
- Section 4: Fraud and Corrupt Practices
- Section 5: Pre-Bid Conference
- Section 6: Scope of Work
- Section 7: Miscellaneous

**Section-8 Appendixes**
- Appendix – I
  - Annex I: Letter for Bid
  - ANNEX-II: Details of Bidder
  - ANNEX-III: Statement of Legal Capacity
  - ANNEX-IV: Bank Guarantee for Bid Security
- APPENDIX – II: Power of Attorney for signing of Bid
- APPENDIX – III: POA for Lead Member of Consortium
- APPENDIX IV: Joint Bidding Agreement (consortium)
- APPENDIX: V
- Appendix: VI
  - Annex-I -: Format of Financial Capacity for purpose of evaluation
  - Annex II: Format of Technical Capacity
  - Annex III: Details of the Eligible Project
- Appendix VII: Format of Commercial Proposal
- APPENDIX-VIII: Guidelines of the Department of Disinvestment
- APPENDIX-IX: INTEGRITY PACT
- APPENDIX-X: Undertaking for Ropeway System Supply
- APPENDIX-XI: Undertaking for After sales support

2.9.2 The Draft Concession Agreement provided by the Authority as part of the Bid Documents 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 or by fax and e-mail in accordance with Clause 1.2.10. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

2.10.2 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 Bidding Documents. Verbal clarifications and information given by Authority or its employees or
representatives shall not in any way or manner be binding on the Authority.

2.11 AMENDMENT OF RFP

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

2.11.2 Any Addendum to the RFP shall be uploaded only on the https://hptenders.gov.in

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

C. PREPARATION AND SUBMISSION OF BIDS

2.12 LANGUAGE

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 translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. 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 online in the required formats and complete in all respects and Bid Security, proof of online payment of cost of bid document, POA and Joint Bidding Agreement etc. as specified in Clause 2.14.2 of the RFP are received in hard copies.

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

2.14 DOCUMENTS COMPRISING TECHNICAL AND FINANCIAL BID

2.14.1 The Bidder shall submit the Technical Bid & Financial Bid online through e-procurement portal https://hptenders.gov.in comprising of the following documents along with supporting documents as appropriate:

**Technical Bid**

a) Appendix-I (Letter comprising the Technical Bid) including Annexure I to V and supporting certificates/documents;

b) Power of Attorney (PoA) for signing the BID as per the format at Appendix-II;

c) if applicable, Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;

d) if applicable, Joint Bidding Agreement for Consortium as per the format at Appendix-IV

e) copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed;

f) Copies of Applicant’s duly audited balance sheet and profit and loss statement for preceding 5 years

g) Integrity Pact as per format given in Appendix IX shall be submitted by the Bidder with the RFP Bid


The Bidder shall submit the following documents physically:

a) Original Power of Attorney (PoA) for signing the Bid as per format at Appendix-II;

b) if applicable, Original Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;

c) if applicable, Original Joint Bidding Agreement for Consortium as per the format at Appendix-IV;

d) Bid Security of Rs. 2.80 Crore Only (Rupees Two Crore and Eighty lakhs Only) in the form of Original Demand Draft or Original Bank Guarantee in the format at Annex IV of Appendix-I from a Scheduled Bank.

e) Copy of Proof of Payment of online payment of Cost of Tender Document of Rs. 10,000/- (Rupees Ten Thousand only).

f) Integrity pact on plain paper shall be submitted by the Bidder with the RFP Bid duly signed by Authorized signatory & shall be part of the Concession Agreement;

g) Deleted

h) An undertaking from the person having PoA referred to in Sub. Clause-(a) above that they agree and abide by the Bid documents uploaded by SRI NAINA DEVI JI AND SRI ANANDPUR SAHIB JI ROPEWAY LIMITED, SHIMLA and amendments uploaded, if any.

i) Original Statement of Legal Capacity as per format at Annex III to Appendix I.

The documents listed at clause 2.14.2 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “BID for Development of Ropeway Service between Sri Anandpur Sahib ji (Rampur Village) to Sri Naina Devi ji under DFBOT Mode (Design, Finance, Build, Operate and Transfer) (Tender No: Sri Anandpur-Sri Naina Devi-Tender-1) Project” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope.

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

Attn. of: Sh R.D. Dhiman, IAS
Designation Managing Director
Address:
SRI NAINA DEVI JI AND SRI ANANDPUR SAHIB JI ROPEWAY LIMITED, SHIMLA
Directorate of Tourism and Civil Aviation,
Block No. 28, SDA Complex, Kasumpti,
Shimla-9, Himachal Pradesh
Phone: 0177- 2625864
Fax No: 0177- 2623959

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

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

Bid Due Date

Technical & Financial Bid comprising of the documents listed at clause 2.14.1 of the RFP shall be submitted online through e-procurement portal [https://hptenders.gov.in](https://hptenders.gov.in) on or before 16.00 hrs IST on 04.05.2020. Documents listed at clause 2.14.2 of the RFP shall be physically submitted on or before 1600 hours IST on 04-05-20 at the address...
provided in Clause 2.14.4 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from
the person specified at Clause 2.14.4.

2.16 LATE BIDS

E-procurement https://hptenders.gov.in shall not allow submission of any Bid after the prescribed date and time at
Clause 2.15. Physical receipt of documents listed at Clause 2.14.2 of the RFP after the prescribed date and time at
Clause 2.15 shall not be considered and the bid shall be summarily rejected.

2.17 PROCEDURE FOR E-TENDERING

2.17.1 Accessing/ Purchasing of Bid documents
   a) It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name
      of Authorized Signatory / Firm or Organization / Owner of the Firm or organization) from any of
      the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link
      www.cca.gov.in) to participate in e-tendering of the Authority.

      DSC should be in the name of the authorized signatory as authorized in Appendix II of this RFP. It
      should be in corporate capacity (that is in Bidder capacity / in case of Consortium in the Lead
      Member capacity, as applicable). The Bidder shall submit document in support of the class III DSC.

      The Authorized Signatory holding Power of Attorney shall only be the Digital Signatory. In case
      Authorized Signatory holding Power of Attorney and Digital Signatory are not the same, the BID
      shall be considered non-responsive.

   b) To participate in the bidding, it is mandatory for the Bidders to get registered their firm /  
      Consortium with e-procurement portal of the Authority https://hptenders.gov.in/niccep/appto
      have user ID & password which has to be obtained by submitting an annual registration to the e-
      tendering service provider. Validity of online registration is one year. Following may kindly be
      noted:

      a. Registration with e-procurement portal of the Authority should be valid at least up to the
         date of submission of Bid.

      b. Bids can be submitted only during the validity of registration.

   c) If the firm / Consortium is already registered with e-tendering service provider of the Authority,
      and validity of registration is not expired the firm / Consortium is not required a fresh
      registration.

   d) The complete Bid document can be viewed / downloaded by the Bidder from e-procurement
      portal of the Authority https://https://hptenders.gov.in from 05.03.2020 to 04.05.2020 (up
      to16.00Hrs. IST).

   e) To participate in e-bidding, Bidders have to pay non-refundable fee for e-procurement service to
      e-tendering service provider against tender processing fee through online payment only.

2.18 PREPARATION & SUBMISSION OF BIDS

2.18.1 The Bidder may submit his Bid online following the instruction appearing on the screen.

2.18.2 The documents listed at clause 2.14.1 shall be prepared and scanned in different files (in PDF or JPEG
      format such that file size is not more than 5 MB) and uploaded during the on-line submission of BID.

2.18.3 Bid must be submitted online only through e-procurement portal of the Authority
      https://hptenders.gov.in using the digital signature of authorised representative of the Bidder on or
      before 04.05.2020 (up to16.00 hours IST).

2.18.4 Format and Signing of Bid
The Bidder shall in its Bid provide all the information sought under the Bidding Documents. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.

The Bid 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.

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;

The information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member named in the Bid and not, unless specifically requested, to other associated companies or firms;

While qualification is open to firms from any country, the following provisions shall apply for foreign countries:

a) Where, on the date of the Bid, 25% (twenty-five per cent) or more 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; or

b) if at any subsequent stage after the date of the Bid, there is an acquisition of 25% (twenty-five per cent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bid or its Member;

   i 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.

   ii 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, 1997, 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.

2.18.5 Submission of Technical Bid

a) A Bidder is required to deposit, along with its Bid, a bid security of Rs. 2.50 Crore (Rupees Two Crore Fifty Lakh Only) (the “Bid Security”), which is refundable, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security as mentioned in the Concession Agreement. The Bidders will have to provide Bid Security in the form of a Bank Guarantee acceptable from the Nationalised Bank to the Authority, in the format specified in Appendix-I Annex IV or the Demand Draft from the Nationalised bank Payable at Shimla. The validity period of bank guarantee and FDR shall not be less than 240 (Two hundred Forty) days from the Bid Due Date, inclusive of 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 summarily rejected if it is not accompanied by the Bid Security.

b) Bid in the prescribed format (Appendix I to Appendix XI) along with Annexes and supporting documents should be submitted for technical eligibility and Appendix – VII for Commercial proposal to be submitted separately;

c) Power of Attorney for signing of Bid in the format at Appendix-II;

d) If applicable, the Power of Attorney for Lead Member of Consortium in the format at Appendix-III;

e) If applicable, the Joint Bidding Agreement between the Members of Consortium in the format at Appendix-IV;

f) Anti-Collusion Certificate in the format at Appendix V;

g) Certified true copy of the incorporation certificate of the Single Entity Company. In the case of a Consortium, certified true copy of the incorporation certificate of each of the Members of the Consortium companies; and

h) Bidding Documents signed by the authorized signatory of the Bidder.
i) If Bidder is willing to add any additional facilities for passengers, tourists or for revenue generation the same may be submitted with detailed drawings and brief scheme.

j) Integrity Pact in the format provided in Appendix IX

k) Draft Concession Agreement/RFP duly signed on every page by the Bidder should be submitted along with technical proposal.

2.18.6 Submission of Financial Bid

a) The Commercial Proposal shall be submitted in the format specified at Appendix VII.

b) It may be noted that Bids of Bidders, which do not contain the Commercial Proposal as specified in the RFP, would be considered as invalid and liable for rejection.

c) All eligible/interested Bidders are required to be enrolled on portal https://hptenders.gov.in before downloading tender documents and participate in e-tendering.

d) Other instructions can be seen in the tender form. All or any one of the tenders may be rejected by competent authority.

e) Bidders will have to pay cost of Tender Document through Demand Draft of Rs 10,000/- (Rupees Ten Thousand only) towards the non-refundable Tender Fee. The payment of Tender fee is to be made in favour of “Sri Naina Devi ji and Sri Anandpur Sahib ji Ropeway Limited” in any Scheduled/Nationalized Bank having its branch at Shimla. The same shall be submitted along with the Bid Security prior to the bid due date, failing which the offer of the firm will be left out of consideration. The downloading of the tender documents shall be carried out strictly as provided on the website. No editing, addition / deletion of matter shall be permitted. If such action is observed at any stage, such offer is liable for outright rejection.

2.18.7 Contents of Financial Bid

a) Without prejudice to the other provisions of the Bidding Documents, the Bid shall be furnished in the format at Appendix-VII, and shall consist of an Annual Concession Fee to be paid quarterly in the first week of every quarter and to be quoted by the Bidder to undertake the Project in accordance with this RFP and the provisions of the Concession Agreement.

b) The Fixed Annual Concession Fee shall be payable in the form and manner provided in the Concession Agreement.

c) The Project will be awarded to the Highest Bidder.

d) The opening of Bids and acceptance thereof shall be substantially in accordance with the Bidding Documents.

e) The draft Concession Agreement enclosed with this RFP shall be deemed to be part of the Bid.

2.19 MODIFICATIONS/ SUBSTITUTION/ WITHDRAWAL OF BIDS

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

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

2.20 ONLINE OPENING OF BIDS

2.20.1 Opening of Bids will be done through online process.

2.20.2 The Authority shall on-line open Technical Bids on 04.05.2020 at 16.30 hours IST, in the presence of the authorized representatives of the Bidders, who choose to attend. Technical Bid of only those Bidders shall be online opened whose documents listed at clause 2.14.2 of the RFP have been physically received. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions of Section 3 of RFP.

2.21 REJECTION OF BIDS
2.21.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. 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.

2.21.2 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.

2.22 VALIDITY OF BIDS

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.

2.23 CONFIDENTIALITY

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

2.24 CORRESPONDENCE WITH THE BIDDER

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

D. BID SECURITY

2.25 BID SECURITY

2.25.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.7 and 2.1.8 hereinabove in the form of a bank guarantee or FDR issued by a nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs.2.5 Crore (Rs Two Crore Fifty Lakh only, in favour of the Authority in the format at Annex IV of Appendix I (the "Bank Guarantee") and having a validity period of not 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. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

2.25.2 Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the Authority and payable at Shimla (the "Demand Draft"). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

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

2.25.4 Save and except as provided in Clauses 1.2.4 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the
Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 120 (One Hundred Twenty) days from the Bid Due Date. Where Bid Security has been paid by Demand Draft, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

2.25.5 The Selected Bidder’s Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder’s option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.

2.25.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.25.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.25.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Concession Agreement, or otherwise, under the following conditions:

a) If a Bidder submits a non-responsive Bid; Subject however that in the event of encashment of bid security occurring due to operation of para 2.25.7 (a), the Authority shall be entitled to forfeit and appropriate the Bid Security.

b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
   1. If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;

c) In the case of Selected Bidder, if it fails within the specified time limit
   1. Fails to sign and return the duplicate copy of LOA;
   2. If fails to sign the Concession Agreement
   3. Fails to furnish the Performance Security within the period prescribed thereof in the Concession Agreement
   4. The Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.
3 OPENING & EVALUATION OF TECHNICAL & FINANCIAL BIDS

3.1 OPENING AND EVALUATION OF TECHNICAL BIDS

3.1.1 The Authority shall open the Technical Bids received physically & online at **** hours IST on ******, at the place specified in Clause 2.14.4 and in the presence of the Bidders who choose to attend.

3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.

3.1.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid and such Bidder shall provide its response within the time period specified by the Authority in this regard.

3.2 TESTS OF RESPONSIVENESS

3.2.1 As a first step towards evaluation of Technical Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of this RFP. A Technical Bid shall be considered responsive only if:
   a) Technical Bid is received online as per the format at Appendix-I including Annexure I to V;
   b) Documents listed at clause 2.14.2 are received physically;
   c) Technical Bid is accompanied by the Bid Security as specified in Clause 2.1.7 and 2.1.8;
   d) Technical Bid is accompanied by the Power of Attorney as specified in Clauses 2.1.8;
   e) Technical Bid is accompanied by Power of Attorney for Lead Member of Consortium and the Joint Bidding Agreement as specified in Clause 2.1.9, if so required;
   f) Technical Bid contain all the information (complete in all respects);
   g) Technical Bid does not contain any condition or qualification;
   h) Integrity Pact as per format given in Appendix IX has been submitted by the Bidder with the RFP Bid duly signed by Authorised signatory;
   i) Technical Bid contains proof of online payment of Rs10,000/- (Rupees Ten Thousand only) including GST towards cost of Bid document
   j) it is not non-responsive in terms hereof.

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

3.3 EVALUATION PARAMETERS

3.3.1 Only those Bidders who meet the eligibility criteria specified in Clause 2.2.2 above shall qualify for evaluation under this Section 3. Bids of firms/consortia who do not meet these criteria shall be rejected.

3.3.2 A Bidder’s competence and capability are proposed to be established by the following parameters:
   (a) Technical Capacity; and
   (b) Financial Capacity

3.4 TECHNICAL CAPACITY FOR PURPOSES OF EVALUATION

3.4.1 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 for a particular category shall be permitted in any manner whatsoever.
3.4.2 The Bidder must furnish the details of experience of the Eligible Project for the last 5 (five) Financial Years immediately preceding the Bid Due Date. This will include certificate(s) from its statutory auditors or its concerned client stating the payments made/ received or works commissioned, as the case may be, during the past 5 (five) years in respect of the project submitted for evaluation of Technical Capacity as per Clause 3.4.4; In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it 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 from the client.

3.4.3 The Bidder should furnish the required information and evidence in support of its claim of Technical Capacity, as per format specified at Annex II of Appendix-VI. The information and evidence in support of Technical Capacity as per format at Annex III of Appendix VI shall form part of the Submission I.

3.4.4 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (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) Financial Years, preceding its latest Financial Year. For the avoidance of doubt, the Financial Year shall, for the purposes of a Bid hereunder, mean accounting year followed by the Bidder in the course of its normal business.

3.4.5 Eligible Experience in respect of each category shall be measured only for Eligible Projects. The Bidders 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 Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

3.5 DETAILS OF EXPERIENCE

3.5.1 The Bidders should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Bid Due Date
3.5.2 The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.
3.5.3 The Bidders should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity.

3.6 FINANCIAL INFORMATION FOR PURPOSES OF EVALUATION

3.6.1 The Bids must be accompanied by the Audited Annual Reports of the Applicant (of each Member in case of a Consortium) for the last 5 (five) financial years, preceding the year in which the Bid is made.
3.6.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make the same 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.
3.6.3 The Bidder must establish the minimum Net Worth specified in Clause 2.2.2 (B), and provide details as per format at Annex-I of Appendix-VI.
3.6.4 In case of foreign companies, a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member in the formats provided in the country where the project has been executed shall be accepted, provided it contains all the information as required in the prescribed format of the RFP.

3.7 OPENING AND EVALUATION OF FINANCIAL BIDS

The Authority shall inform the venue and time of online opening of the Financial Bids to the technically responsive Bidders through specified e-procurement portal and e-mail. The Authority shall online open the Financial Bids on date and time to be informed in this clause in the presence of the authorised representatives of the Bidders who may
choose to attend. The Authority shall publicly announce the assessed Bid Price for each of the technically responsive Bidder. The Authority shall prepare a record of opening of Financial Bids.

### 3.8 SELECTION OF BIDDER

Subject to the provisions of Clause 2.21.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who quotes the highest Premium to be paid to the Authority shall be declared as the selected Bidder (the “Selected Bidder”). 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 quote the same amount of Premium, 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 second 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

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/representatives on matters related to the Bids under consideration.
3.10 CORRESPONDENCE WITH BIDDER

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

3.11 BID DOCUMENT DATA

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

3.11.2 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

4 FRAUD AND CORRUPT PRACTICE

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, in the LOA, the Concession Agreement, the Authority as the case may be 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 and/or Performance Security, as the case may be, as liquidated damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents 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 any Department or Undertaking of Government of India during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found 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 4.3, the following terms shall have the meaning hereinafter respectively assigned to them:
   a) “corrupt practice” means
      a. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence directly or indirectly the actions of any person connected with the Bidding Process (for the 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 therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (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
b. acting contrary to applicable anti-bribery or anti-corruption laws;

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
   a. 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
   b. 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

Pre-Bid conferences of the Bidders shall be convened at the designated date, time and place. Only duly authorized representatives of the Bidders shall be allowed to participate in the Pre-Bid conference. A maximum of 2 (two) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

During the course of Pre-Bid conference, 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

Sri Naina Devi ji and Sri Anandpur sahib ji Ropeway Limited intends to develop ropeway connecting Sri Naina Devi Temple to nearby village Rampur via Toba. Naina Devi ji temple & Toba village are placed in Himachal Pradesh while Rampur village is located in Punjab.

The proposed commuter service can run in all seasons, day and night time providing quicker access to Naina Devi ji intends to provide modern, aesthetic, sleek, commuter and environment friendly transport solution on Design, Finance, Build, Operate and Transfer (DFBOT) basis through Public Private Participation.

6.2 FEATURES

The project will have total 3 stations. Starting from near Rampur village up to Naina Devi ji temple by intermediate station at Toba.

Each ropeway station will have boarding and alighting facilities for passengers. Each station will have ticketing counters.

All gondolas will have 10 passenger capacity. This will be all seated travel and more than 10 passengers will not be allowed to board in one gondola to avoid overloading risks.

6.3 SCOPE OF WORK

The Intended work is to provide connectivity through aerial ropeway system between Rampur Village and Naina Devi Ji. The scope of works will be as follows:

6.3.1 The successful bidder has to prepare the concept plan for the development of aerial ropeway system as per their own design based on the alignment provided by Sri Naina Devi ji and Sri Anandpur Sahib ji Ropeway Limited, hereinafter called the “Authority”, intends to, which includes the development of stations at all 3 locations and necessary Towers.

6.3.2 The firm has to develop the aerial MDG ropeway system as per CEN (European) standards. The system should be duly audited and checked by the authorised auditor as specified in the CEN Standards.

6.3.3 The work includes development of ropeway stations with proper access on the area allotted by Sri Naina Devi ji and Sri Anandpur Sahib ji Ropeway Limited, the Authority, as per their own concept according to the development permitted by local authorities in that area. The commercial activities should be complimentary to ropeway and may be Parking, Water Park, Amusement Park, Restaurants, Hotels, Shops, Clinics etc. declared as permissible activities by the rules. The commercial activities should not include any socially objectionable activities, multi-speciality Hospitals, casinos etc.

6.3.4 The concessionaire has to 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 all stations.

6.3.5 The Concessionaire will have freedom to exploit the commercial area available at all the stations. Accordingly, bidder can plan and develop the ropeway stations. However, bidder has to submit the plan and design of the proposed stations to the Authority for its approval.

6.3.6 The Concessionaire has to provide necessary infrastructure for smooth passage between the proposed terminal station near Naina Devi Ji to Naina Devi Temple for tourist to embark/ disembark.

6.3.7 The Concessionaire has to 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 the Authority for its approval.
6.3.8 The Concessionaire has to 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 the Authority for their review and approval before implementation and execution.

6.3.9 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.

6.3.10 The Concessionaire has to get final approval along with system safety certification as per CEN standards from accredited body 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 government time to time till the concession period.

6.3.11 The stations developed at all 3 locations will have to be maintained properly to meet need of passengers/tourists as per the prevailing laws and regulation of the government.

6.3.12 The maintenance of entire ropeway system has to 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.

6.3.13 The Concessionaire has to provide failover 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 has to submit the safety plan to the Authority in advance prior to start of operation.

6.3.14 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 has to 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.

6.3.15 The Concessionaire has to provide suitable evacuation system as per CEN standard in case of emergency stoppage of ropeway in midway, breaking of wire rope, any failure in the tower, failure in machinery or any other problems in the cable car, etc. during the operation of ropeway.

6.3.16 The Concessionaire has to develop the entire ropeway system considering earthquake factor as per earthquake zone defined in IS codes, so that any mishaps and public accident are prevented during the operations.

6.3.17 The Concessionaire will have freedom for the pricing of tickets as prescribed under HP and Punjab Aerial Ropeway Act; however, it needs to be submitted to the Concessioning Authority and taken approval before its implementation.

6.3.18 The concessionaire will have to take insurance for the tourist, insurance of the machinery, equipment, civil structures, etc.

6.3.19 The Concessionaire has to 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.

6.3.20 The Concessionaire has to provide efficient fire detection and suppression system for the entire ropeway including stations.

6.3.21 The Concessionaire has to submit operational manual, standard operating procedure, maintenance manual, overhauling system of the ropeway, traffic dispersal system, evacuation plan of people for all the stations, firefighting system, medical aid system, security system, etc. for the approval by the Authority before the operation.

6.3.22 All the necessary statutory approvals needed for construction and operation have to be taken by the Concessionaire prior to the sanction of plan, during the construction period and operation of services, etc.

6.3.23 The Concessionaire has to take power connection directly from source, as required for the entire ropeway system including terminal stations and mid stations.

6.3.24 The Concessionaire has to 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).

6.3.25 The Concessionaire has to 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.

6.3.26 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 the Authority on its own cost.

6.3.27 The Concessionaire should arrange and develop a system to monitor weather (wind speed, rainfall, etc.) in liaison with Meteorological Department to ensure safe services.
6.3.28 The Concessionaire shall pay to the Authority irrevocable and non-refundable Fee of Rs 1 (One) Crore in the form of DD in favour of "Sri Naina Devi ji and Sri Anandpur Sahib ji Ropeway Limited" payable at Shimla within 21 (twenty one) days from the date of issuance of LOA as Project Development Fee in respect of the project.

6.4 PROJECT LOCATION

The project is proposed from Rampur village via Toba up to Naina Devi Ji Temple with total ropeway length of 3.8 Km.

6.4.1 PROPOSED ALIGNMENT

The proposed alignment from Rampur to Naina Devi ji is of length 3850m with 745m of vertical rise. The proposed alignment is with 3 stations. Base station at Rampur, Intermediate station at Toba and Top Station at Naina Devi ji Temple. The alignment length from Rampur to Toba is 860m with 30m of vertical rise. The alignment from Toba to Naina Devi ji Temple is 2990m long with 715m of vertical rise. The ropeway will start from Rampur Village which lies in State of Punjab near Punjab and Himachal state boundary. Rampur is located 6 Kms from Anandpur Sahib by road. Passengers can reach Rampur by road and park their vehicles to take ropeway service for Naina Devi Temple.

6.4.2 ABOUT THE STATIONS

The project contains three stations.

i. LTP near Rampur Village
ii. ITP at Toba
iii. UPT near Sri Naina Devi Ji Temple

6.4.2.1 RAMPUR VILLAGE STATION:

The ropeway base station will be located at Rampur near Anandpur Sahib Ji. As the station will be located on side of road, access to the proposed station will be easier. Total 108 kanal and 13 Marla of land is allotted by govt of Punjab for setting up the base station at Rampur.
6.4.2.2 INTERMEDIATE STATION AT TOBA:

An intermediate station is situated at Kaula Da Toba in Himachal Pradesh area. A pond situated in Toba Panchayat, about 10 km from Naina Devi is the highly regarded as Kaula da Toba. It is a place of great spiritual and religious importance to the Sikhs. Before visiting Naina Devi shrine, many pilgrims take a dip here. The beauty of the place is magnified by the many lotuses that bloom in the middle of the pond.
6.4.2.2.1 UPPER TERMINAL STATION NEAR SRI NAINA DEVI JI:

The top station proposed at Naina Devi ji temple around 100m from temple. Approximately 1 Acre land is available. The land is not a plane table land but slopping land however top station can be comfortably constructed at this location.
For selection of right technology, few points were kept in mind like sustainability, future maintenance support and lower operations cost etc. Mono-cable Detachable Gondola System is recommended with each component manufactured as per CEN standards to be considered for implementation in this project. 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.

- Number of towers: 14 Nos (Indicative)
- Number of Station: 3 Nos.
- Tower height: 10-35 m
- Interval between cabins: 24 sec
- Line speed: 6m/s
- No. of cabins: 64 initial, 172 final
- Cabin capacity: 10 max
- Trip Time: 11 min
- Working period for ropeway: 330 days
- Hourly Capacity: 1500 PPH (Initial), 4000 PPH (Final)
6.5 PROJECT FRAMEWORK

Implementation Strategy

6.5.1 The Authority intends to develop the project on “Design, Finance, Build, Operate and Transfer” (DFBOT) basis by inviting Public Private Party (Concessionaire) to finance, construct, operate and maintain the aerial ropeway system from near Rampur Village to Sri Naina Devi ji Temple during the specified Concession Period. SRI NAINA DEVI JI AND SRI ANANDPUR SAHIB JI ROPEWAY LIMITED, SHIMLA (The Authority) will enter into a Concession Agreement with the Concessionaire for 40 years (Forty Years only) for construction, operation and maintenance of the aerial ropeway. 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 aerial ropeway shall be transferred to SRI NAINA DEVI JI AND SRI ANANDPUR SAHIB JI ROPEWAY LIMITED, SHIMLA at the end of the Concession Period in full working condition as per Concession Agreement.

6.5.2 The promoter may explore the possibility of seeking grant from Ministry of Tourism, GOI, NITI AYOG etc. under Viability Gap Funding. The Concessioning Authority will only assist the promoter in obtaining such grant. The project is entitled to obtain capital investment subsidy from the state Governments of Himachal Pradesh and Punjab applicable under the tourism policies of the respective states only.

6.5.3 The construction period for the project will not be more than 36 months 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 the Authority an Annual Concession Fee (ACF) as provided in the Concession Agreement.

6.5.5 The Annual Concession Fee shall be payable in accordance with Clause 26.1 and 26.2 of Draft Concession Agreement contained herein.

6.5.6 The Concessionaire reserves the right of first refusal for extending the concession agreement for another 40 years after the completion of the first 40 years.

For avoidance of doubt, it is further clarified that if the bid of the concessionaire is within the band of 10% of the H1 bidder bid only then the Concessionaire shall have the first right of refusal to accept or refuse another term of 40 years concession on conclusion of the first concession period. However, such extension shall be on reasonable terms and conditions based on the parameters of the first concession period of 40 years, to be negotiated by the Authority with the Concessionaire, six months prior to the conclusion of the first concession agreement.

6.5.7 Deleted

6.5.8 The title, interest, ownership and rights with regard to aerial ropeway constructed by the Concessionaire for the Authority along with fixtures/fittings provided therein shall vest with the Authority, 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 the Authority at zero cost 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. Station locations coordinates 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**

a) Drinking Water facility for the users shall be only purified filtered water.

b) Facilities such as Telephone, ATMs, Internet Kiosk, Wi-Fi and Mobile recharging points must be within the main amenity public space easily accessible and visible to the users.

c) Provision for advertising areas.

d) Solid waste recycling/composting electric plants for bio-gas or organic manure.

6.7 **PLANNING**

The concessionaire shall implement a 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 **SERVICE TO BE PROVIDED**

6.8.1 Water Supply Arrangement: The Concessionaire shall arrange adequate water for drinking & general cleanliness ropeway facilities

6.8.2 Electricity Supply: The Concessionaire shall ensure adequate electricity supply for proper lighting of the ropeway stations and facilities. The Authority 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 lighting at all stations.

6.8.3 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 Authority and maintain the same in good condition at all times.

6.8.4 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.

6.8.5 Garbage Disposal: The Concessionaire shall install litterbins as specified at all station locations and disposal of the collected waste shall be the responsibility of the Concessionaire.

6.8.6 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.

6.8.7 Any other work as needed and agreed upon jointly by the Authority and the concessionaire.
6.9 PROPOSED TIMELINE
<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Activity</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Completion of CPs</td>
<td>12 Months</td>
</tr>
<tr>
<td>2</td>
<td>Financial Closure</td>
<td>6 Months</td>
</tr>
<tr>
<td>3</td>
<td>Concept Design</td>
<td>6 Months</td>
</tr>
<tr>
<td>4</td>
<td>Schematic design</td>
<td>6 Months</td>
</tr>
<tr>
<td>5</td>
<td>Detail Design &amp; GFC</td>
<td>6 Months</td>
</tr>
<tr>
<td>6</td>
<td>Geotechnical Investigations</td>
<td>2 Months</td>
</tr>
<tr>
<td>7</td>
<td>Approvals &amp; Clearances</td>
<td>12 Months</td>
</tr>
<tr>
<td>8</td>
<td>Construction</td>
<td>30 Months</td>
</tr>
<tr>
<td>9</td>
<td>Trial Run &amp; Commissioning</td>
<td>4 Month</td>
</tr>
<tr>
<td>10</td>
<td>System Safety Certification</td>
<td>4 Months</td>
</tr>
</tbody>
</table>
7.2 The Authority, in its sole discretion and without incurring any obligation or liability or assigning any reason, reserves the right, at any time, to:

a) suspend, withdraw and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

b) consult with any Bidder in order to receive clarification or further information;

c) retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder;

d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder;

e) amend, modify or reissue the Bidding Documents or any part thereof;

f) to accept or reject any or all of the Bids; and/or

g) include additional evaluation criteria or to modify the eligibility criteria for the further short-listing of person for issue of the Bidding Documents during the Bidding Process.

h) to consider any variation in the Bid submitted by the Bidder provided such variation is as per the project scope, project structure and as per the terms and conditions of the RFP.

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 herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

7.4 The bidder should note that the authority will not obtain any project related clearances required for commencement of construction, successful completion of the project, operation and maintenance of Ropeway. Authority will only assist the concessionaire in getting the clearances.
(Refer Clause 2.14 of the RFP)

[On the letter head of the Bidder/lead Member]

Original or copy No: Dated:

To,

_____________________

_____________________

Sub: Bid for Development of Ropeway Service between Sri Anandpur Sahib Ji (Rampur Village) to Sri Naina Devi JiThrough PPP

Dear Sir,

With reference to your RFP dated ------------, I/we, having examined the RFP and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.

1. I/We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidders for the aforesaid Project and I/we certify that all information provided in the Bid and in Appendices to this Letter of Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.

2. The Bid is being submitted and submissions in this letter are being made for the express purpose of our selection as Concessionaire for the aforesaid Project.

3. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the submissions.

4. I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive my/our right to challenge the same on any account whatsoever.

5. I/We certify that in the last 3 (three) years, I/we/any of the Members 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, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We certify that we are not barred by Government of Himachal Pradesh (GOHP), Government of Punjab any other State Government in India (SG) or Government of India (GOI), or any of the agencies of GOHP/GOP/SG/GOI from participating in similar projects as on …………………….(Bid Due Date).

7. I/We declare that:
   a) I/We have examined and have no reservations to the RFP, including any addendum issued by the Authority;
   b) I/We do not have any Conflict of Interest in accordance with Clauses 2.1.11 and 2.1.12 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 Section 4.1 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;
   d) I/We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of Clause 4.1 of the RFP, no person acting for me/us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

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, without incurring any liability to the Bidders, in accordance with Clause 2.20 of the RFP.

9. I/ We understand that the Authority or its representatives shall have the right to physically verify project facilities that are part of the project experience claimed by us. I/ We agree to abide by the decision of the Authority in this regard and hereby waive my/our right to challenge the same on any account whatsoever.

10. I/We believe that I/we/our Consortium satisfy(s) and meet(s) all the requirements as specified in the RFP and are/is qualified to submit a Bid.

11. I/We declare that I/we/any Member or Associate, am/are not a member of a/any other Consortium applying for the Project.

12. I/We certify that in regard to matters other than security and integrity of the country, I/we or any Member have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

13. I/We further certify that in regard to matters relating to security and integrity of the country, I/we have not been charge-sheeted by any Government Instrumentality or convicted by a court of law.

14. I/We further certify that no investigation by a regulatory authority is pending either against me/us/any Member or against our chief executive officer or any of my/our directors/managers/employees.

15. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, I/we am/are attracted by the provisions of disqualification in terms of the provisions of this RFP, I/we shall intimate the Authority of the same immediately.

16. The Statement of Legal Capacity as per format provided at Annex-III in Appendix-I of the RFP, duly signed, is enclosed. The Power of Attorney for signing of Bid and the Power of Attorney for Lead Member of Consortium, as per format provided at Appendix II and III respectively of the RFP, are also enclosed.

17. I/ We understand that the Successful Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate as such prior to execution of the Concession Agreement.

18. I/We hereby irrevocably waive any right, 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 Bidders or in connection with the Bidding Process itself, in respect of the above, mentioned Project and the terms and implementation thereof.
19. In the event of my/ our being declared as the Successful 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.

20. I/ We have studied all the Bidding Documents carefully and also surveyed the Project. 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 documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.

21. I/ We offer a Bid Security of Rs. ____________ (Rupees in words) to the Authority in accordance with the RFP Document.

22. The Bid Security in the form of a bank guarantee/FDR has been submitted in original to the authority and a scanned copy of the same has been attached with this submission.

23. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.

24. The Fixed Annual Concession fee 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.

25. I/We agree and undertake to abide by all the terms and conditions of the RFP.

26. We, the Consortium Members 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.

27. I/We agree and undertake to be jointly and severally liable for all our obligations under the Concession Agreement as per the provisions set out therein.

28. I/ We shall keep this offer valid for 180(one hundred and eighty) days from the Bid Due Date specified in this RFP.

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

Yours faithfully,

Date: (Signature of the authorised signatory)

Place:

(Name and designation of the authorised signatory)

(Name and seal of the Bidder/lead Member of the Consortium)
8.2 ANNEX-II: DETAILS OF BIDDER

[On the letter head of the Single Entity/ Lead Member of Consortium]

Original or copy No: Dated:

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

2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in [this/these Project(s)]:

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

4. Particulars of the authorized signatory of the Bidder:
   (a) Name:
   (b) Designation:
   (c) Address:
   (d) Phone number:
   (e) Fax number:

5. In case of a Consortium:
   (a) The information above (1-4) should be provided for all the Members.
   (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.2.5 should be attached to the Bid.
   (c) Information regarding role of each Member should be provided as per table below:

<table>
<thead>
<tr>
<th>S No.</th>
<th>Name of Member</th>
<th>Role* (Refer Clause 2.2.5)</th>
<th>Percentage of equity in the Consortium (Refer Clause 2.2.5)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
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</table>

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

(d) The following information shall also be provided by Bidder/for each Member:
### Name of Bidder/ member of Consortium:

<table>
<thead>
<tr>
<th>No.</th>
<th>Criteria</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Has the Bidder/constituent of the Consortium been barred by the Central/ any State Government, or any entity controlled by them, from participating in any project (BOT or otherwise)?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>If the answer to 1 is yes, does the bar subsist as on the date of Bid.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Has the Bidder/constituent of the Consortium paid liquidated damages of more than Rs. 14 Crore due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>A statement by the Bidder and each of its Members (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):</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
8.3 ANNEX-III: STATEMENT OF LEGAL CAPACITY

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

Original or copy No:

Ref. Date:

To,

Dear Sir,

We hereby confirm that we/our Members in the 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 consortium. *

We have agreed that ..................... (insert individual’s name) will act as our representative/will act as the representative of the 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 authorised signatory)

For and on behalf of ..............................

*Please strike out whichever is not applicable.
8.4 ANNEX-IV: BANK GUARANTEE FOR BID SECURITY

B.G. No. Dated:

1. In consideration of you, Sri Naina Devi ji and Sri Anandpur Sahib ji Ropeway Limited (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, 1956 / 2013) and having its registered office at …………………… (and acting on behalf of its 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 Development of Ropeway Service between Sri Anandpur Sahib Ji (Rampur Village) to Sri Naina Devi JiThrough PPP (hereinafter referred to as “the Project”) pursuant to the RFP Document dated 4-3-20 issued in respect of the Project and other related documents including without limitation the O&M 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 1.2.4 read with Clause 2.24 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 3.00 Crores (Rupees Three Crore only) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil 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 fulfilment and compliance with the terms and conditions contained in the Bidding Documents 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 fulfil 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 Documents 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 Rs. _________ crores (Rupees __________ only)

4. This Guarantee shall be irrevocable and remain in full force for a period of 240 (two hundred and forty )days from the Bid Due Date 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 fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, 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 Documents 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 Documents 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 Documents 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 authorized 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 enforceable 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 unrealized.

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 authorized 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 Rs. __________ Crores (Rupees ________________ 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 240 days after the Bid Due Date).

Signed and Delivered by ………………………. Bank

By the hand of Mr./Ms. …………………….., its ………………….. and authorised official.

(Signature of the Authorised Signatory) (Official Seal)
APPENDIX – II: POWER OF ATTORNEY FOR SIGNING OF BID

(Refer Clause 2.1.6 of the RFP)

Know all persons by these presents, [We ............................................... (name of the company) incorporated under the laws of India and having its registered office at [___ “Company”] do hereby irrevocably constitute, nominate, appoint and authorize Mr. /Ms (name), ......................... son/daughter/wife of ........................................... and presently residing at ........................., who is presently employed with us and holding the position of ............................... , as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds, matters and things as are necessary or required in connection with or incidental to submission of our Bid for Bid for Development of Ropeway Service between Sri Anandpur Sahib Ji (Rampur Village) to Sri Naina Devi JiThrough PPP pursuant to the RFP dated 4-3-20 (“RFP”) issued by Sri Naina Devi ji and Sri Anandpur Sahib ji Ropeway Limited (the “Authority”) and for our selection as Successful Bidder including but not limited to signing and submission of all Bids and other documents and writings, participate in pre-bid conferences 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, deed, matters and things lawfully 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.

Capitalised terms not defined herein shall have the meaning assigned to them under the RFP.

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

For ............................... 

(Signature)

(Name, Title and Address)
Witnesses:

(Notarised)

Accepted

........................................ (Signature)

(Name, Title and Address of the Attorney)

Notes:

1. The Power of Attorney for signing of Bid must be submitted in original

2. 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.

3. 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.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and legalized 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 legalized by the Indian Embassy if it carries a conforming Apostille certificate.
APPENDIX – III: POA FOR LEAD MEMBER OF CONSORTIUM

(Refer Clause 2.1.7 of the RFP)

Whereas the Authority has invited proposals from interested parties for Bid for Development of Ropeway Service between Sri Anandpur Sahib Ji (Rampur Village) to Sri Naina Devi Ji through PPP.

Whereas, __________, ________ and _______ (collectively the “Consortium) being Members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP) Document and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP Document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. __________________________ (Lead Member) and M/s __________________ (the respective names and addresses of the registered office) do hereby designate M/s. _______________________ being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s bid for the Project, including submission of Bid/proposal, participating in conferences, responding to queries, submission of information/documents and generally to represent the Consortium in all its dealings with the Authority, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with the Authority.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this the _____day of _____, 20____

__________________________
(Executants)
Notes:

1. This Power of Attorney must be submitted in original.

2. 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.

3. 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.

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 Apostille certificate.
APPENDIX IV: JOINT BIDDING AGREEMENT (CONSORTIUM)

(Refer Clause 2.2 and 3.7.2 of the RFP)

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the .......... day of .......... 20... (the “Agreement”)

AMONGST

1. {............ Limited, a company incorporated under the (Indian) Companies Act, 1956\(^1\) 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 limited liability company incorporated under the (Indian) Companies Act, 1956 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);

AND

3. .......... Limited, a limited liability company incorporated under the (Indian) Companies Act, 1956 and having its registered office at .......... (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)\(^2\)

The above-mentioned parties of the FIRST, SECOND and, THIRD PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”.

WHEREAS,

A. By Sri Naina Devi ji and Sri Anandpur Sahib ji Ropeway Limited, represented by its Managing Director and having its principal offices at .......................................................... ............................................. (hereinafter referred to as “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids by its Request for Proposal No. .......... dated .......... (the “RFP”) for qualifying and selecting bidders for Development of Ropeway Service between Sri Anandpur Sahib Ji (Rampur Village) to Sri Naina Devi Ji Through PPP

B. The Parties are interested in jointly bidding for the Project as members of a Consortium (as defined below) and in accordance with the terms and conditions of the Bidding Documents including the RFP; 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.

\(^1\)A Bidder who is registered abroad may substitute the words, viz “a company registered under the Companies Act, 1956/2013” by the words, viz “a company duly organised and validly existing under the laws of the jurisdiction of its incorporation”. A similar modification may be made in Recital 2, as necessary.

\(^2\)The number of Parties will be shown here, as applicable, subject however to a maximum of 6 (six)
NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

   The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.

   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 the 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 Successful Bidder and awarded the Project, it shall incorporate the SPV under the (Indian) Companies Act 1956 as required by and in accordance with the Bidding Documents 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 Technical Member of the Consortium) }

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 in accordance with the terms of the RFP, the Concession Agreement and for the performance of the Concessionaire’s obligations under the Concession Agreement.

6. Shareholding in the SPV

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

      First Party:

      Second Party:

      Third Party (If any):

      Subject to the terms of the Concession Agreement, the lead Member shall during the term of the Concession Agreement hold equity share capital not less than 51% (fifty one percent) of the subscribed, paid up and voting equity share capital of the SPV until the completion of commercial operation of the Project;

   c) Subject to the terms of this Concession Agreement, 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 till the end of commercial operation of the Project; and

   d) Subject to the terms of the Concession Agreement, the Member (other than the Lead Member) whose financial and technical capacities has been utilized for the purposes of qualification and in the Bid shall, at all
times till the completion of commercial operation of the Project, hold equity share capital not less than 26% (twenty six percent) of the subscribed, paid up and voting equity share capital of the SPV.

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 organised, validly existing and in Govt. of Indiastanding 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 Member of Consortium is annexed to this Agreement, and will not, to the best of its knowledge:

i require any consent or approval not already obtained;

ii violate any applicable law presently in effect and having applicability to it;

iii violate the memorandum of association and articles of association, by-laws or other applicable organisational documents thereof;

iv violate any clearance, permit, Concession, grant, Concession or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; and

v create or impose any liens, mortgages, pledges, claims, security interests, charges or any other 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 till the full and final satisfaction of all obligations under the Concession Agreement in accordance with the terms thereof, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project as the Successful Bidder, the Agreement will stand terminated, in accordance with the mutual agreement of the Parties.

9. Miscellaneous

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

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

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.  

2.  
Notes:

1. The mode of 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 Member of Consortium.

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.
Anti-Collusion Certificate

(Refer Clause 2.15 of the RFP)

(To be executed on stamp paper of appropriate value)

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988” and its subsequent amendments thereof.

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated this .................................. Day of ................................, 20......

....................................................
(Name of the Bidder)

....................................................
(Signature of the Bidder / Authorised Person)

....................................................
(Name of the Authorised Person)
### 13.1 ANNEX-I -: FORMAT OF FINANCIAL CAPACITY FOR PURPOSE OF EVALUATION

[On the letter head of the Single Entity/lead Member]

(In Rs. crore $^\text{\$}$)

<table>
<thead>
<tr>
<th>Bidder type</th>
<th>Member Code</th>
<th>Net Profit</th>
<th>Net Worth</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Year 1</td>
<td>Year 2</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
</tbody>
</table>

**Single Entity**

**Consortium Member 1**

**Consortium Member 2**

**Consortium Member 3**

**TOTAL**

Name & address of Bidder’s Bankers:

Instructions:

1) The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:

   a) reflect the financial situation of the Bidder or Consortium Members;
b) be audited by a statutory auditor;

c) be complete, including all notes to the financial statements; and

d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2) **Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).**

3) **Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year.**

4) **In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.5 of the RFP document.**

5) **The Bidder shall also provide the name and address of the Bankers to the Authority.**

6) **The Bidder, except in the case of publicly listed companies, 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 3.4.6 of the RFP document.**
### ANNEX II: FORMAT OF TECHNICAL CAPACITY

For purpose of evaluation Technical Capacity of the Bidder (Refer to Clause 3.4 of the RFP)

[On the letter head of the Single Entity/ Lead Member of Consortium]

| Applicant Type | Number of Projects | Experience*
|----------------|--------------------|----------------
|                | Name of Project    | Project Cost | Revenue Year 1 | Revenue Year 2 | Revenue Year 3 | Revenue Year 4 | Revenue Year 5 |
| Single Entity Applicant |                     |               |                |               |                |                |                |
| Consortium Member 1 |                     |               |                |               |                |                |                |
| Consortium Member 2 |                     |               |                |               |                |                |                |
| Consortium Member 3 |                     |               |                |               |                |                |                |

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

- 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 2.1.12.
- In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, shall be provided.
- Associate Relationship of the Legal Entity shall indicate NA for Not Applicable in case of a single entity Bidder.

**For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 70 (Seventy) to a 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.**
## 13.3 ANNEX III: DETAILS OF THE ELIGIBLE PROJECT

### Name of Bidder/ Consortium Member

<table>
<thead>
<tr>
<th>Item</th>
<th>Particulars of the Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title &amp; nature of the project (Give a brief description for better understanding)</td>
<td></td>
</tr>
<tr>
<td>Entity for which the project was constructed/ developed</td>
<td></td>
</tr>
<tr>
<td>Location</td>
<td></td>
</tr>
<tr>
<td>Capital cost of the Project (Excluding land cost)</td>
<td></td>
</tr>
<tr>
<td>Revenue from project for last five financial Years</td>
<td></td>
</tr>
<tr>
<td>Date of commencement of Project/contract</td>
<td></td>
</tr>
<tr>
<td>Date of completion/ commissioning</td>
<td></td>
</tr>
<tr>
<td>Equity shareholding</td>
<td></td>
</tr>
<tr>
<td>(with period during which equity was held)</td>
<td></td>
</tr>
<tr>
<td>Whether credit is being taken for the Eligible Project of an Associate (Yes/No)</td>
<td></td>
</tr>
<tr>
<td>Mode (BOT, EPC, etc.)</td>
<td></td>
</tr>
</tbody>
</table>

### Instructions:

1) Bidders are expected to provide information of only one Eligible Project in this Annex. The project cited must comply with the eligibility criteria specified. 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) 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; and OM means Other Member.

3) Particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to PPA, etc.) may be provided.

4) The date of commencement of the project must be mentioned.

5) The date of commissioning of the project, upon completion, should be indicated.
6) The equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which experience is claimed, needs to be given.

7) 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.

9) Certificate from the Bidder’s statutory auditor or its respective clients must be furnished for each Eligible Project. In case of bidders that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/Member may provide the requisite certification.

10) It may be noted that in the absence of any detail in the above certificate, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Technical Capacity.
Date:

To,

________________,
________________,
________________

[Name of Place]

Maharashtra

Sub: Development of Ropeway Service between Sri Anandpur Sahib Ji (Rampur Village) to Sri Naina Devi Ji Through PPP

Sir/Madam,

Having gone through this RFP document and having fully understood the Scope of Work for the Project as set out by the Authority in the RFP, we hereby submit the Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Draft Concession Agreement, I/We offer Sri Naina Devi ji and Sri Anandpur Sahib ji Ropeway Limited, the following Annual Concession Fee per year. This concession fee will be increased by 5% every year from the Date of Award, compounded annually.

<table>
<thead>
<tr>
<th>Annual Concession Fee per year (in figures)</th>
<th>Annual Concession Fee per year (in words)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I/We agree to pay 1/4th of the quoted Annual Concession Fee in the first week of the first month of every quarter.

In addition to the Fixed Annual Concession Fee, I/We also agree to pay irrevocable and Non-refundable Fee Rs. 1 (One) Crore, in the form of Demand Draft, in favour of By Sri Naina Devi ji and Sri Anandpur Sahib ji Ropeway Limited Payable at Shimla within 21 (Twenty-One) day of issuance of the Letter of Award (LOA) against expenses incurred (Project Development Fee) in respect of the project.

We have reviewed all the terms and conditions of the Request for Proposal including the Draft Concession Agreement and would undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be, no deviations from the stated terms in the RFP Document.

Yours faithfully,

For and on behalf of (Name of Bidder)

Duly signed by the Authorised Signatory of the Bidder (Name, Designation and Address of the Authorised Signatory)
OFFICE MEMORANDUM

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

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

In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.

In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.

In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.

Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.

Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.
INTEGRITY PACT BETWEEN

……………………………… hereinafter referred to as “The Principal”

AND

(Name of the bidders and consortium members) ……………………hereinafter referred to as “The Bidder/Contractor”

Preamble

Whereas, the Principal intends to award, under laid down organizational procedures, contract/s for…………………. The Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and for Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas in order to achieve these goals, the Principal will appoint an independent external Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Principles mentioned above.

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as Integrity Pact) the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties. Now, therefore, in consideration of mutual covenants stipulated in this pact, the parties hereby agree as follows and this pact witnesses as under: -

Article-1-Commitments of the Principal

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

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

(b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/ Regulations.

Article-2 Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)

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

(a) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principals employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
(b) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC / PC. Act and other Statutory Acts; further the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not use improperly for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India. If any similarly the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.

(e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.

(f) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(g) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

**Article 3 Disqualification from tender process and exclusion from future contracts**

(1) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other from such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.

(2) If the Bidder/Contractor/Concessionaire/Consultant has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder/Contractor/Concessionaire/Consultant for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy or the Bidder/Contractor/Concessionaire/Consultant and the amount of the damage. The exclusion will be imposed for a minimum of 1 year.

(3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that “On the basis of facts available there are no material doubts”.

(4) The Bidder/ Contractor/Concessionaire/Consultant will its free consent and without any influence agrees and undertakes to respect and uphold the Principal’s absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Contractor/Concessionaire/Consultant shall be final and binding on the Bidder/ Contractor/Concessionaire/Consultant.
(6) On occurrence of any sanctions/disqualification etc. arising out from violation of integrity pact, Bidder/Contractor/Concessionaire/Consultant shall not be entitled for any compensation on this account.

(7) Subject to full satisfaction of the Principal, the exclusion of the Bidder/Contractor/Concessionaire/Consultant could be revoked by the Principal if the Bidder/Contractor/Concessionaire/Consultant can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

**Article 4 Compensation for Damages**

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article 3, the Principal shall be entitled to forfeit the Earnest Money Deposit/Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/Bid Security apart from any other legal right that may have accrued to the Principal.

(2) In addition to above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/Concessionaire/Consultant’s Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/Concessionaire/Consultant and/or demand and recover liquidated and all damages as per the provisions of the contract/Concession agreement against Termination.

**Article 5 Previous Transgression**

(1) The Bidder declares that no previous transgression occurred in the last 3 years immediately before signing of this integrity pact with any other Company in any country conforming to the anticorruption/Transparency International (TI) approach or with any other Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify his exclusion from the lender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgression of Article-2 and shall be liable for compensation for damages as per Article-4 above.

**Article 6 Equal treatment of all Bidders/Contractors/Concessionaires/Consultants/Subcontractors**

(1) The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders/Contractors/Concessionaire/Consultant and Subcontractors.

(3) The Principal will disqualify from the lender process all Bidders who do not sign this Pact violate previsions.

**Article 7 Criminal charges against violating Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)/Subcontractor(s)**

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

**Article 8 Independent External Monitor (IEM)**

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Commissioner, SRI NAINA DEVI JI AND SRI ANANDPUR SAHIB JI ROPEWAY LIMITED, SHIMLA.

(3) The Bidder/Contractor/Concessionaire/Consultant accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Concessionaire/Consultant. The Bidder/Contractor/Concessionaire/Consultant will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to the Project. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Concessionaire/Consultant/subcontractors with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Concessionaire/Consultant. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice any transgression as given in Article-2, he may request the Management of the Principal to take corrective action, or to take relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Metropolitan Commissioner, SRI NAINA DEVI JI AND SRI ANANDPUR SAHIB JI ROPEWAY LIMITED, SHIMLA within 8-10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Metropolitan Commissioner, SRI NAINA DEVI JI AND SRI ANANDPUR SAHIB JI ROPEWAY LIMITED, SHIMLA, a substantiated suspicion of under relevant IPC/PC Act or any other Statutory Acts, and the Metropolitan Commissioner, SRI NAINA DEVI JI AND SRI ANANDPUR SAHIB JI ROPEWAY LIMITED, SHIMLA has not, within the reasonable time taken visible action to proceed against such offence or reported it the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word ‘Monitor’ would include both singular and plural

Article 9 Pact Duration

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

If any claim is made/lodged during this time, the same shall be biding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged determined by Commissioner, SRI NAINA DEVI JI AND SRI ANANDPUR SAHIB JI ROPEWAY LIMITED, SHIMLA.

Article 10 Other Provisions

(1) This pact is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) If the Bidder/Contractor/Concessionaire/Consultant is a partnership or a Consortium, this pact must be signed by all partners or Consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid, in this case, the parties will strive to come to an agreement to their original intention.
(5) Any dispute/differences arising between the parties with regard to terms of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

(6) The actions stipulated in the integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions to the extant law in force relating to any civil or criminal proceedings.

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

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

(Office Seal)

Place ________

Date ________

Witness 1:

(Name & Address) ___________________________________________________

Witness 2:

(Name & Address) ___________________________________________________
CERTIFICATE OF UNDERTAKING FROM ORIGINAL EQUIPMENT MANUFACTURER OF ROPEWAY SYSTEM (CEN) FOR SUPPLY AND INSTALLATION

Date:

To,

________________,
________________,
________________

[Name of Place]

Maharashtra

Sub: Tender No.- Sri Anandpur-Sri Naina Devi-Tender-1- RFP for Development of Ropeway Service between Sri Anandpur Sahib Ji (Rampur Village) to Sri Naina Devi JiThrough PPP

Dear Sir/Madam,

We, M/S __________ (name of the OEM) having registered office at __________ (address of the manufacturer) by virtue of being original equipment manufacturer for  Ropeway System ______ (name of the product/s), hereby authorise M/S ________ (name of the bidder) having their office at ________ (address of the bidder) to submit, quote, supply, install our range of products quoted by them to meet the above mentioned tender requirements.

We hereby confirm the following points-

- Parts supplied by us are certified and compatible with the offered solution
- Parts will be available for minimum of ten years from date of acceptance of the system
- Parts supplied are not declared as End-of-Life now or in near future. After installation, if such parts are found End-of-Life, then it will be our responsibility to replace with newer and compatible parts to the bidder upto ten years from Commercial Date of Operation (COD).

The undersigned is authorised to issue such authorization on behalf of M/S _____ (name of the manufacturer).

For. M/S ____ (name of the manufacturer)

Signature and Company Seal

Name

Designation

Email

Mobile No.
CERTIFICATE OF UNDERTAKING FROM ORIGINAL EQUIPMENT MANUFACTURER OF ROPEWAY SYSTEM (CEN) FOR AFTER SALES SUPPORT

Date:
To,

________________,  
________________,  
________________

[Name of Place]

Maharashtra

Sub: Tender No.- Sri Anandpur-Sri Naina Devi-Tender-1- RFP for Development of Ropeway Service between Sri Anandpur Sahib Ji (Rampur Village) to Sri Naina Devi Ji Through PPP

Dear Sir/Madam,

We, M/S __________ (name of the OEM) having registered office at __________ (address of the manufacturer) by virtue of being original equipment manufacturer for Ropeway System ______ (name of the product/s), hereby agree to provide after sales support for the equipment, parts or range of products supplied for Sri Anandpur Sahib Ji (Rampur Village) to Sri Naina Devi Ji MDG technology ropeway project at the location specified in the subject above for ten years after commissioning of the project (COD) with due diligence of standard and quality as per (CEN-European Union Standard).

The undersigned is authorised to issue such authorization on behalf of M/S _____ (name of the manufacturer).

For. M/S ____ (name of the manufacturer)

Signature and Company Seal

Name

Designation

Email

Mobile No.
# APPENDIX-XII: PROJECT COST BREAKUP

<table>
<thead>
<tr>
<th>SL. No.</th>
<th>ITEM DESCRIPTION</th>
<th>AMOUNT INR IN NUMERIC</th>
<th>AMOUNT INR (IN WORDS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Civil Works</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Electrification</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Ropeway System</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>PMC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Contingencies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Station Development Cost (Commercial Facilities at Rampur)</td>
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</tr>
<tr>
<td>7</td>
<td>Interest During Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Sub Total</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Additional 5% of Subtotal as Misc. Cost</td>
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<td></td>
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**TOTAL PROJECT COST**