

No. M/D-Tour 180/2019/122

Dated: 16<sup>th</sup> May 2024

Name of work: Design, Supply, Construction and Operation and Maintenance of Passenger Ropeway at Shillong Peak, Shillong, Meghalaya, India.  
(EPC Mode)

(Tender Ref No.: M/D Tour/2019/90 Dated: 7th March 2024 & Tender ID: 2024\_MANDB\_1526\_1)

**CLARIFICATION OF PREBID QUERIES RECEIVED FROM VARIOUS AGENCIES**

Sl. No.	Sec. /Clause No.	Clause Description	Our Query	Reply
1.	Clause 3.1 (BROAD SPECIFICATIONS OF THE ROPEWAY SYSTEMS) under Technical Specification	The specifications are indicative only, the firm may offer design as per their own standards in agreement with CEN standards. The details of the specification shall be the prerogative of the bidder keeping their requirement of the ropeway system as given above. Location of Drive/Tensioning arrangement is indicative and bidder may change as per their design.	<p>Under this condition, we would like to quote as BIS specification since according to Govt. of India NITI Aayog Circular dt- October, 2020 that there is no longer any Gap between BIS Standard and CEN Standard (Circular attached which will speak for itself). Not only this even Ministry of Finance, GOI vide their circular dt. 27m August, 2020 and Cabinet Secretariat, GOI VIDE HIS Memo dt. August, 2020 have clearly mentioned that "NO GLOBAL TENDER ENQUIRY SHALL BE INVITED FOR TENDERS UPTO RS. 200.00 CRORE" will be allowed. Both the above circulars are attached for your perusal.</p> <p>We presume, RITES in their DPR has also mentioned that the Ropeway system to be of BIS Standard with</p>	The Provisions in the RFP shall remain the same.



			<p>Cabins, Brake &amp; Rope to be imported as per CEN Standard, which is possible. Therefore, your invited tender as per CEN specification does not support "Preference to Make in India". Moreover, Technology of this Detachable system of Ropeway is successfully available in India since last 35 years and are at par with present foreign technology.</p> <p>In view of the above facts, request that Indian companies holding BIS certification may also allow be allowed to quote for this tender, for information, NHAI, who have already called for 12 — 16 tenders, also mentioned that the Ropeway system can be either BIS Standard or CEN Standard.</p>	
2	IFB Table 1 Tender Fee	1.52 Lac	As tender fee is not refundable, it needs to be in lower side, around 20 thousand.	The Provisions in the RFP shall remain the same.
3	IFB Table 1 EMD Amount	4.56 Crore (approx. 3% of project cost)	As per CVC guidelines only 1% EMD is applicable.	Please refer Corrigendum_03



4	RFP 2.3.1 (a) Financial Capabilities	Cash flow requirement estimated as 10% of the project cost.		There is no query from Bidder. The Provisions in the RFP shall remain the same.
5	RFP 2.3.2 Annual Construction Turnover	Any Financial year (in last 5 year) to reach annual turnover for certified payments/received constructional work of 75% of project cost.	This is Ropeway, consisting of electrical, mechanical, civil. you are claiming of 75% of project, this is not correct, therefore this clause should be waived	Please refer Corrigendum_03
6	RFP 2.4.2 (a) Specific Construction experience	Should have minimum one contract, not less than 50% of tendered project value within the last five years	This is very much on higher side. No Indian manufacturers has this credential. This should be fixed as 10% of project value, so that you get more offer for competition from India as per "Make in India" Policy.	Please refer Corrigendum_03
7	RFP 2.4.2 (aa) Specific Construction experience Ropeway	Bidder must submit confirmation letter from technology partner supplying the electro mechanical ropeway system of CEN Standard.	Please refer to our letter of 18th March 2024, where we requested, since BIS & CEN standard are at par. Therefore, the offer should be BIS/CEN Standard.	The Provisions in the RFP shall remain the same.



8	<b>GCC 60.1</b>	In case any compensation is required to be paid for cutting crops, gardens, forests or for any other reasons arising out of the construction and or survey operations, the same shall be paid by the EMPLOYER	The authorities are requested to confirm that Employer shall provide the right of way free from any encumbrances to the Contractor and the tree cutting and its requisite approvals shall be in the scope of the Employer.	GCC Clause 60.1 (e) is very clear.
9	Sec III - Evaluation & Qualification Criteria - 1. Technical Part - 1.3 Specialized Subcontractors	(vi) Separate MOU has to be signed with each of the specialized works with either OEMS or with specialized agencies who have the credentials of executing either one work of 80% value or two work of 60% value or three works of 40% value of the corresponding component of the specialized work in last seven years. MOU should be submitted within one month of the award of work.	The authorities are requested that the MOU with the OEM to be submitted with the submission of technical bid. Also, considering the limited CEN certified OEM's the field of ropeway, there shall be no restriction on the OEM to associate with only one bidder. Different Bidders can submit the MOU with a particular OEM. However, the Bidder is not permitted to change the OEM after the submission of Bid.	No restriction on the OEM to associate with only one bidder. As through MOU or as a JV partner. Please refer Corrigendum_03
10	10.10 ROPEWAY CLEARANCE	The profile design of the ropeway has taken into consideration clearances specified in the ropeway codes	The authorities are requested to confirm that the clearances as per CEN codes shall be followed for the design of the ropeway system.	As per CEN codes
11	Shillong Drawings	PROFILE FOR RIAT LABAN TO SHILLONG PEAK VIEW ROPEWAY	The authorities are requested to provide the CAD file of the ropeway profile drawing.	Pdf. Version of the said drawing is already enclosed in the Tender document.



12	7.5 of ITB	Please refer clause No. 7.5 of ITB of tender document and date extension Corrigendum No. M/D-Tour 180/2019/92 Dated Shillong the 14th March 2024. As per this clause pre-bid questions are to be submitted only through the e-procurement portal by 18th March 24, 4:00pm.	Said portal was accessed to upload the pre-bid queries but option for uploading pre-bid queries is not available.	The Provisions in the RFP shall remain the same. This problem has not been reported by any other Bidder.
13	Section-III Evaluation and Qualification Criteria- Bidding Forms 2.4.2 (a) Specific Construction Experience  2.4.2 (aa) Specific Construction Experience- Ropeway	<p>Bidder should have successfully completed as a prime contractor, JV member or approved subcontractor, minimum one (1) contract, not less than of tendered project value within the last five (5) years, with is similar to the proposed works i.e.- (Construction Of similar nature of works which RCC Building. Towers etc. and Electro-Mechanical Ropeway System of CEN Standard.)</p> <p>The bidder must tie up with a Technology Partner who have designed. supplied and successfully installed at least 3 (three) Detachable Passenger Ropeways of minimum 600 passengers per hour per direction capacity, 900Mtrs Long horizontal span in hilly terrain conforming to CEN Standards during last 5 Years. The entire Electro-Mechanical System shall be sourced from single agency. Bidder must submit confirmation letter from Technology partner (OEM of Ropeways system) supplying the electromechanical ropeway system of CEN Standard, as desired the bidder must submit proof of the works in the form of completion certificate/Commissioning certificate/successful Trail certificate from the client- The bidder shall enclose a declaration from the Technology</p>	<p>We understand that the bidder and Technology Partner should have an exclusive tie up and should submit a letter towards the same. Such combination Of Bidder and Technology Partner should together satisfy the experience as per the clause ref 2.4-2 (a) and clause refer 2-4.2 (aa) of the tender documents.</p> <p>-We Considered, horizontal length should be minimum</p> <p>- We considered, 5 years from the date of NIT.</p>	<p>2.4.2 (a) Specific Construction Experience is the eligibility criteria for the bidder and 2.4.2(aa) is the requirement for OEM - 900 mtr or more horizontal length.</p> <p>- Last 5 years means last FY i.e. 2018-19, 19-20, 20-21, 21-22 &amp; 22-23.</p>





		Partner that they have tied up/submitted confirmation letter to one bidder for this tender.		
14	Section IX. Particular Conditions of Contract GCC 1.1 (V)	The Intended Completion Date for the whole of the Works shall be 24 Months. Milestone / Description / Period of completion from the start date 1. Value of work to be completed 25% of Contract amount @ 8 Months 2. Value of work to be completed 60% of Contract amount @ 12 Months 3. Completion of contract in all respects @ 24 Months	1.It is requested to kindly confirm that the referred milestones are only for the reference and can be shifted / modified keeping the overall completion period as same and milestone LD(s) shall not be made applicable. 2.Please confirm that the Completion of Contract here refers to the successful commissioning.	The provisions of clause no GCC 1.1 (V) and GCC 47.1 are very clear.
15	Section IX. Particular Conditions of Contract GCC 1.1 (dd)& GCC 20.1	The Start Date shall be one week after the date of issue of notice to proceed with works to the contractor. The Site Possession Date(s) shall be: 15 days from issuance of Letter of Award of Contract or Kick off meeting, whichever is earlier.	It is requested to kindly consider the Start date as the last date when all the following events have been completed: a. Handover of complete hindrance and encumbrance free Site for terminal stations to the Contractor. We assume that the hindrance free corridor including access to the location will be handed over within 2 months from the date of LOA. b. Receipt of the advance payment by the Contractor.	The Provisions in the RFP shall remain the same.
16	Section IX. Particular Conditions of Contract General Order of Precedence of Documents	In Case of difference, contradiction, discrepancy, with regards to Conditions of Contract, Specifications, drawings etc. forming part of the contract, the following shall prevail in the order of precedence i. Letter of Award, along with the statement of agreed ii. variations and its enclosures, if any. iii. Amendments to Tender Documents iv. Special Conditions of Contract v. DBR along with Scope of Work vi. Drawings vii. Technical Specifications viii. Financial Bid & Schedule of Payments ix. General Conditions of Contract x. CPWD / MORTH Specifications (Latest) xi. Relevant B I S Codes	Please confirm that in the event of any ambiguity or conflict between the Contract Documents listed in Contract Agreement, the order of precedence shall be the order in which the Contract Documents are listed in the Contract Agreement.	Confirmed



17	Section IX. Particular Conditions of Contract GCC 26.1	The Contractor shall submit a revised Program including Environmental Management Plan and ESHSMSIP for the Works (in such form and detail as the Project Manager shall reasonably prescribe) within 14 days of delivery of the Letter of Acceptance. [This program should be in adequate detail and generally conform to the program submitted along with bid. Deviations if any from that should be clearly explained and should be satisfactory to the Project Manager]	Request to provide min 30 days for submission of revised Program including Environmental Management Plan and ESHS-MSIP for the Works.	The Provisions in the RFP shall remain the same.
18	Section IX. Particular Conditions of Contract GCC 26.3	The period between Program updates is 90 days. The amount to be withheld for late submission of an updated Program is Rs. 500,000.00.	Please confirm that the amount withheld shall be released upon receipt of the updated program.	Provisions of GCC Clause No 26.3 are very clear.
19	Section IX. Particular Conditions of Contract GCC 46.1	The proportion of payments retained (Retention Money) shall be 6% from each bill subject to the maximum of 5% of final contract price.	It is requested to kindly delete the referred clause since the payment terms are already defined in SERVICE LEVEL AGREEMENT (SLA) FOR OPERATION AND MAINTENANCE	The Provisions in the RFP shall remain the same.
20	Section IX. Particular Conditions of Contract GCC 47.1	The liquidated damages for the whole of the Works are 1/2000 of the Contract Price per day. The Liquidated damage for not achieving the milestone is as indicated below. The maximum number of liquidated damages for the whole of the Works are 10 (ten) % of the final Contract Price. For milestone 1 @ Rs. 22,424.00 per day for milestone 2 @ Rs. 31,393.00 per day For Milestone 3 completion of whole of the work @ Rs. 35,878.00 per day	Considering the criticality of the job we request for the following: (i)Kindly confirm that the milestone LDs shall not be applicable the project. (ii)Please consider the maximum number of liquidated damages for the whole of the Works is 2 (two)%of the final Contract Price (iii)Since there is penalty clause on delay in completion, provision of niceness of equal magnitude may be considered in case milestone target achieved prior to the time given.	The Provisions in the RFP shall remain the same.



21	Section IX. Particular Conditions of Contract GCC 50.1	<p>“GCC 50.1 is replaced with the following</p> <p>The Performance Security and an Environmental, Social, Safety and Health (ESHS) Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and Shall be issued in the amounts specified in the PCC (for GCC 50.1), and shall be issued by a Nationalized or Scheduled bank in India.</p> <p>The Performance Security amount is 05 (Five) % of estimated cost plus, Environmental, Social, Safety and Health (ESHS) Performance Security amount is 01 (one) % of Contract Amount.</p> <p>The standard form of Performance Security acceptable to the Employer shall be unconditional Bank Guarantees from a Scheduled or Nationalized banks in India of the types as presented in Section X of the Bidding Documents.</p> <p>Performance security towards unbalanced bid/items and towards ESHS will be refunded after the issue of completion certificate. Performance security of 4% of contract price shall be valid until 28 days from the completion of post construction 3 years routine maintenance period.</p>	<p>Please confirm that Performance Security amount (which includes ESHS Performance Security) Shall be in total 5% of the Contract Price (Excluding O&amp;M Cost) and not on Estimated Contract Value of INR 152.03 Crore. Further kindly confirm that ESHS Performance Security shall be 1% of the Contract Price (excluding O&amp;M Cost)</p>	Please refer Corrigendum_03
22	Section III - Evaluation and Qualification Criteria Appendix to	<p>13) Latest IS Codes / BS Standards shall be referred to during construction.</p> <p>2.03 The installation of above ropeway systems shall be executed in conformity to the recommendations of Indian</p>	<p>Please confirm that wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and</p>	<p>Refer GCC 59.1 (1.3.2) It is well understood that all the standards, recommend</p>

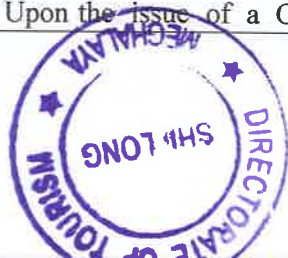




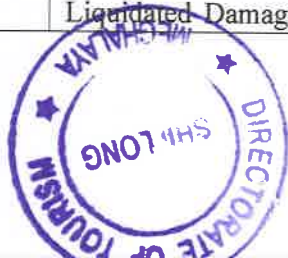
	Financial Part Price Schedule TECHNICAL SPECIFICATION 2.0 SCOPE OF WORK Section IX. Particular Conditions of Contract F. Matrix Responsibilities GCC 59.1	Specifications/Codes and International Standards (CEN) for imported items. The latest recommendations/specifications shall apply. Necessary State Govt. Act for Construction of Ropeways in Meghalaya shall also have to be taken note of. 1.3.2 It is well understood that all the standards, recommendations, specifications, regulations and codes effective at the date of submission of BID shall be followed and taken into account.	standards current at the date twenty-eight (28) days prior to date of bid submission shall apply. During Contract execution, any changes in such codes and standards shall be applied, and this shall be a Compensation Event.	ations, specifications, regulations and codes effective at the date of submission of BID shall be followed and taken into account.
23	Section VIII - General Conditions of Contract 17. Approval by the Project Manager	17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.	Please confirm that wherever references are made in the Contract to approvals, permits, licenses etc. in accordance with which the Contract shall be executed, acquiring all the statutory approvals, permits, licenses etc. as may be required from govt., including authorities, civic bodies, private bodies, agencies etc. including the costs of procuring them, shall be the responsibility of the Employer and shall be in the scope of Employer / Owner.	Refer Appendix to Financial Part Price Schedule. All the requirements are clearly laid down.
	Section III - Evaluation and Qualification Criteria Appendix to Financial Part Price Schedule	21) Obtaining approval from civic agencies (Regulatory & Statutory authorities) for the building plans/ designs and drawings will be the responsibility of the contractor.		
	Section III - Evaluation and Qualification Criteria Appendix to Financial Part Price Schedule	24 c) Undertake development of Concept Design, Detailed Design and Construction Drawings in compliance with Employer Requirements, requirements and norms of local statutory bodies (such as but not limited to Municipal Corporations, Fire authorities, Pollution Control Board, Electrical Inspectorate etc.), Environment Compliance Plan as directed by Authority, applicable codes and standards, applicable sports federation norms, RFP documents issued by the Employer and as per the essence of the Contract such as time, quality, aesthetic and		



		functional requirements for an international standard sports facility		
	Section IX. Particular Conditions of Contract F. Matrix Responsibilities GCC 59.1	1.3.6 All statutory clearances from various authorities like Electricity Board (For arranging the electric connection), Pollution Control Board (water & Power etc. for construction activities) etc. shall be obtained by Contractor at no extra cost to the OWNER.		
24	Appendices Section X - Contract Forms Contract Agreement	2.The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents. (a) This Agreement (b) The Letter of Acceptance (c) The Contractor's Bid including completed schedules and priced bill of quantities, (d) The Addenda No's[insert addendum numbers if any]. (e) The Particular Conditions of contract (f) The General Conditions of contract; (g) The Specifications (h) The Drawings; and (i) Construction Program, Methodology, Quality Assurance Program and Environmental Management Plan (j) Joint Venture Agreement [for JVs only] Any other document listed in PCC as forming part of the Contract	Please confirm that in the event of any ambiguity or conflict between the Contract Documents listed here, the order of precedence shall be the order in which the Contract Documents are listed in the referred clause.	Order of precedence given in particular conditions of contract will be followed.
25	Section VIII - General Conditions of Contract 29. Delays Ordered by the Project Manager	29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.	Please confirm that the same shall be considered as a Compensation event.	Action will be taken as per the provisions of GCC 27 Extension of the Intended Completion Date.
26	Section VIII - General Conditions of Contract 46. Retention	46.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the PCC until Completion of the whole of the Works Upon the issue of a Certificate of Completion of the	It is requested to kindly delete the referred clause since the payment terms are already defined in SERVICE LEVEL AGREEMENT(SLA) FOR OPERATION	The Provisions in the RFP shall remain the same.



		Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. On completion of the whole works the Contractor may substitute the balance retention money with an "on demand" Bank guarantee.	AND MAINTENANCE	
27	Section VIII - General Conditions of Contract 48. Bonus		We understand that before time completion of the project will be useful for client and add value to the state tourism objective. Further, in case the Contractor shall be levied Liquidated Damages in case of delay, hence on similar lines, the Contractor shall also be awarded in case of early completion in same proportion.	As per the provisions in the contract.
28	Section VIII - General Conditions of Contract 57. Termination	57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following: (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;	It is requested to kindly consider the non-fulfilment or delay in fulfilment of Employer's Responsibilities as Fundamental breach. For 57.2 (a), kindly confirm that such stoppage of work shall be due to reasons solely attributable to the Contractor.	The Provisions in the RFP shall remain the same. The provisions are self-explanatory.
29	Section VIII - General Conditions of Contract 58. Payment upon Termination	58.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate less other recoveries due in terms of contract, less taxes to be deducted at source [TDS] as per applicable law, and less the percentage to apply to the value of the work not completed, as indicated in the PCC. Additional Liquidated Damages shall not apply. If the total amount	During such referred Termination it is requested to kindly consider the following payments to the Contractor in line with payments mentioned in Clause 58.2	The Provisions in the RFP shall remain the same.



		due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.		
30	Section VIII - General Conditions of Contract 59. Property	59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.	Please confirm that this referred clause and wherever the references are made in the Contract, excludes the Contractor's equipment, machinery etc.	The Provisions in the RFP shall remain the same.
31	Section VIII - General Conditions of Contract 61. Suspension of Bank Loan or Credit	61.1 In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made: (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice. (b) If the Contractor has not received sums due it within the 28 days for payment provided form Sub-Clause 40.1, the Contractor	It is requested to kindly provide the complete clause 61.1.	Please refer Corrigendum_03
32	Section II - Bid Data Sheet (BDS) ITB 14.5	The prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract. The adjustment of contract price, if provided, will be done in accordance with GCC Clause 45 read with corresponding provisions under PCC and Appendix 2 to SCC.	In Section IX. Particular Conditions of Contract, clause 45 of GCC is deleted. We request you to kindly reinstate the GCC clause 45 on price adjustment and allow the same.	The Provisions in the RFP shall remain the same.
33	Section II - Bid Data Sheet (BDS) ITB 33.3	b) Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Bid Submission Form, the activity (ies) or parts of the works to be subcontracted along with complete details of the sub-contractors and their qualification and experience. The qualification and experience of the sub-contractors must meet the minimum criteria for the relevant work to be sub-contracted failing which such sub- contractors will not be permitted to participate.	Please confirm that to engage the subcontractor whose order value is less than 10% of the Contract Price (excluding O&M), approval of any kind is not required from the Employer and the Contractor shall place the orders to such sub-contractors at its discretion.	The provisions are self-explanatory.
34	Section II - Bid Data Sheet (BDS)ITB 45.1 and 45.2	The successful Bidder shall also be required to submit Performance Security @ 5% of tendered amount or estimated amount.	Please confirm that the Performance Security @ 5% of the Contract Value (excluding O&M) shall be submitted to the Employer instead of the tendered	Please refer Corrigendum_03





			amount or estimated amount.	
35	Section II - Bid Data Sheet (BDS) ITB 45.1 and 45.2	40.1. If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses (with breakdown of unit rates) for any or all items of the Bill of Quantities, to demonstrate the internal consistency and justification of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.	Since the Estimated Contract Value (Excluding GST) is mentioned as INR 152.03 Crore in the Invitations for Bids (IFB), in this regard, it is requested to kindly confirm the minimum / maximum percentage after which the Bids shall be considered as Unbalanced or Front-Loaded.	No minimum / maximum percentage is given in RFP. The bids will be reviewed based on the Employer Engineer's estimates, other substantially responsive bids, or recently awarded similar contracts.
36	Section III - Evaluation and Qualification Criteria 1.3 Specialized Subcontractors:	iii) The main contractor has to enter into agreement with contractor(s) associated by him for execution of specialized/minor component(s). Copy of such agreement shall be submitted to EE in-charge of each specialized/minor component as well as to EE in-charge of major component. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.	Please confirm that the same will be applicable along with ITB33.3 (a) and if applicable, unpriced agreement shall be required to be provided to the Employer / Owner.	The provisions are self-explanatory.
37	Section III - Evaluation and Qualification Criteria Appendix to Financial Part	2) Price Schedule comprises for entire scope of work for the Engineering, Procurement & Construction (EPC) of Shillong Peak Ropeway Project and all other works of permanent and temporary nature to complete these works as contained in the tender documents and drawings. Provision of Barricading for these works, supporting of utilities and diversion of required utilities are also included in this schedule. The Bidder has to quote the total lump sum amount in Schedule 'A'. All the dismantling work required for the construction work is included in this	With reference to section III – Evaluation and Qualification Criteria, Appendix to Financial Part Price Schedule of Serial No. 12. We understand that encumbrance free access to site will be provided by employer to the contractor. We understand that the same will be free from any underground / above ground utilities, temporary / permanent structures. In case the same is encountered the same will be	The provisions are self-explanatory.





		schedule.	removed by employer for making encumbrance free site to contractor for carrying out the work	
38	Section III - Evaluation and Qualification Criteria Appendix to Financial Part Price Schedule Price Schedule	8) The dismantled material shall become the property of contractor, (except the steel received by dismantling the old steel structures), if any, the same shall be the property of the Employer, contractor will hand over the same, after dismantling, to the nearest store of the Employer, dismantling charges and transportation charges shall be borne by the contractor), for which contractor should consider or include the salvage value in the rates quoted. The materials recovered from cutting of hard rock / rock or roadway may be used by the Contractor, if found of the allowable quality, for the different works to be carried out as per bills of quantities. The Contractor has to deposit the required royalty / taxes with the concerned department for the quantity used in the works and as certified by the Engineer. Bidders are advised to take it into account and quote the rates and prices accordingly.		
39	Section III - Evaluation and Qualification Criteria Appendix to Financial Part Price Schedule	3) The contractor's rates/price, quoted for various item of works as relevant in Price Schedule, shall be inclusive of Preconstruction Investigation Works not limited to Topographical Survey & Soil Investigation, Design & Drawings, Overhead charges, which include all items such as site accommodation, setting up plants, access road, water supply, electricity, and general site arrangements, expenses on contractor's site office, site supervision, documentation, and "as built" drawings, mobilization/ demobilization of resources, laboratory equipment's, quality control, laboratory testing, tools & plants, bore holes, watch & ward, traffic management during construction, expenditure of safeguarding environment, staff / labour housing facilities, proper sanitation facilities,	We assume the kind of investigation work that may impair resistance in terms of forestry, animal movement, livelihood of local habitancy, flora and fauna shall remain beyond the successful bidder.	The provisions are self-explanatory.



		sundries, financing charges, Goods and Service Tax, labour cess, work insurance, compensation etc. and all expenditures incidental to works. The contractor's bid price shall be inclusive of expenses to be incurred for implementing the guidelines issued by the Government of India and Government of Meghalaya towards safety measures to be followed during COVID-19. This would among other things include safety of staff and workers during transit, at work sites and in labour / staff camps for ensuring the prevention of the occurrence / spread of the virus or any after effects in spite of all the precautions. The rates shall also deem to include any costs towards any impact of COVID-19.		
40	Section III - Evaluation and Qualification Criteria Qualification Clause 2.3.3- Annual Construction Turnover	Annual Construction Turnover- Achieved in any one financial year (in the last five financial years), a minimum annual financial turnover in civil engineering construction work of 75% of the project cost only calculated as total certified payments received for contracts in progress or completed.	We consider the project cost is without GST.	Agreed
41	New Clause	Limitation of Liabilities, Suspension, Force Majeure, Deemed Commissioning	We earnestly request you to kindly consider the provisions of FIDIC for the referred clauses	The Provisions in the RFP shall remain the same.
42	TECHNICAL SPECIFICATION 2.0 SCOPE OF WORK	2.02xii. 03 Years operation & Maintenance (O&M) responsibility from the date of commissioning. This includes all technical manpower, their accommodation, travel cost, consumables and spares (not capital spares). The administrative manpower for ticketing, stores, and accounts, power charges, fuel for backup generators, annual rope testing, capital spares, building maintenance, passenger and assets insurance etc. shall be provided/ arranged by the owner. The revenue generated during this period of O&M would be collected by the owner. A draft comprehensive Service Level Agreement (SLA) is	It is requested to kindly provide the details of what all Insurances shall be considered by Employer / Owner during O&M Period.	Insurances are covered under GCC13.1 and Appendix 1 Salient Features of Labour & Environment Protection Laws.



		attached as Annexure to the bid document.		
43	TECHNICAL SPECIFICATION 2.0 SCOPE OF WORK	2.02 xvii. Vetting of all the Civil structural design drawings from IIT at own cost before start of related construction work.	NIT may also be allowed.	The Provisions in the RFP shall remain the same.
44	TECHNICAL SPECIFICATION 3.0 BROAD SPECIFICATIONS OF THE ROPEWAY SYSTEMS	3.1 Note g. It may be noted that this is a EPC contract including design as per the scope of work. The bidder may consider adjustment/variation in the terminal locations so that these are located at the most appropriate locations within the limits of variations mentioned in above subject to the approval of the Engineer. For such variation in heights and lengths as indicated; no extra cost shall be paid to the Contractor.	Being a turnkey project to decide upon the technical parameters is the prerogative of successful bidder for design capacity of the system. Therefore, freehand to be given to the successful bidder to decide upon the best suited station's location.	The Provisions in the RFP shall remain the same.
45	SERVICE LEVEL AGREEMENT (SLA ) FOR OPERATION AND MAINTENANCE Damages for breach of maintenance obligations	In the event that the Contractor fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the higher of (a) 0.5% (zero-point five percent) of Average Daily Fee, and (b) 1% (zero-point one percent) of the cost of such repair or rectification as estimated by the Supervision contractor. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof. The Damages set forth above may be assessed and specified forthwith by the Supervision contractor; provided that the Authority may, in its discretion, demand a smaller sum as Damages, if in its opinion, the breach has been cured promptly and the Contractor is otherwise in compliance with its obligations hereunder. The Contractor shall pay such Damages	We understand that the same will be applicable only in case such defects or deficiencies has resulted in stoppage of the ropeway system. There must be some reward clause of equal magnitude, in the event of completion of repairing work before timeline.	The provisions are self-explanatory. The Provisions in the RFP shall remain the same.



		forthwith and in the event that it contests such Damages, the Dispute Resolution Procedure shall apply.		
46	SERVICE LEVEL AGREEMENT (SLA) FOR OPERATION AND MAINTENANCE Restoration of loss or damage To Shillong Peak Ropeway	Save and except as otherwise expressly provided in this Agreement, in the event that the Shillong Peak Ropeway or any part thereof suffers any loss or damage during the Maintenance Period from any cause whatsoever, the Contractor shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Shillong Peak Ropeway conforms to the provisions of this Agreement.	Any damage beyond the control of contractor and availability of insurance by Employer - will fall outside the contractor scope.	The Provisions in the RFP shall remain the same.
47	SERVICE LEVEL AGREEMENT (SLA) FOR OPERATION AND MAINTENANCE Penalty for Shortfall in performance	The Contractor shall ensure and procure compliance of each of the Key Performance Indicators specified and for any shortfall in average performance during a quarter, it shall pay Damages within 30 (thirty) days of the quarter in which the shortfall occurred. The Damages due and payable under this Clause shall be determined at the rate of [1% (one percent) of the total maintenance fee in the respective quarter for every shortfall of 10% (ten percent)] in any single performance indicator specified in this clause; provided, however, that the Authority may waive the Damages, in part or full, if it is satisfied that the Contractor has been carrying out its obligations diligently and efficiently and that the shortfall to be waived was on account of reasons beyond the control of the Contractor.	Since Key Performance Indicators are qualitative and not quantitative, it is requested to kindly provide the sample calculations on how the damages shall be determined in case of shortfall in the Key performance Indicators.	The provisions are self-explanatory. The Provisions in the RFP shall remain the same.
48	SERVICE LEVEL AGREEMENT (SLA) FOR OPERATION AND MAINTENANCE Stages of Payment	1. Mobilization advance to be paid as a) First Instalment @ Maximum 7.5% of gross value of contract on signing of contract b) Second Instalment @ Maximum 7.5% of gross value of contract after completion of i) Survey & Geo-Tech investigation at site and submission of reports. ii) Submission of profile drawing iii) Mobilization of plant, machinery and manpower. 2. Survey, Geo Tech Assessment, Design & Drawing	We would like to submit that a steady cash flow is key for successful execution of any EPC project. In order to maintain the same, we request you to kindly allow bidders to have modification in the minimum and maximum values mentioned in the tender. Bidders should be allowed to propose the threshold values along with their bid.	The Provisions in the RFP shall remain the same.





		<p>including Profile drawing @ Maximum 5% of the gross contract value</p> <p>3. Clearing of alignment and grading as required, preparation of access to the station and tower location, installation &amp; operation of temporary ropeway or other arrangement, storage shed, labour hut, availability of construction staging and assembly @ Maximum 5% of gross value of contract</p> <p>4. Construction of civil engineering works of station, tower foundation, protection, etc. including maintenance of - approach road within Airforce Premises. @ Maximum 10% of gross value of contract</p> <p>5. Supply of tower including maintenance platform &amp; station structural</p> <p>6. Supply of complete electromechanical system including drive unit, cabins with grips, haul rope, tensioning system, electrical control and other works including cable, cable trench, lightening protection, etc. as required including all taxes and duties as applicable.</p> <p>7. Supply of special tools &amp; tackles</p> <p>8. Transportation of all material up to site location including its transit insurance @ Maximum 40% of gross value of contract</p> <p>9. Erection in all respects of structural for station &amp; tower, equipment, ropes including splicing as certified by engineer. @ Minimum 25% of gross value of contract</p> <p>10. Trial run &amp; commissioning, training, O&amp;M manual and issue of completion certificate, supply of maintenance spares for three years, fire protection and fire prevention devices, final painting and any other item @ Minimum 10% of gross value of contract</p> <p>11. Three-year operation &amp; maintenance and training @ Minimum 5% of gross value of contract</p>	<p>Further, we assume that within the milestones mentioned below, monthly payment will be released to the contractor on prorata basis as per approved BBU and according to the progress.</p>	
49	Section IX.	Price Adjustment: Deleted.	We request you to kindly reinstate the	The Provisions in the





	Particular Conditions of Contract D. Cost Control GCC 45.1		GCC clause 45 on price adjustment and also request to consider price variation as per IEEMA PV formula. IEEMA PV formula is attached herewith for your ready reference.	RFP shall remain the same.
50	TECHNICAL SPECIFICATION 3.0 Broad Specifications of The Ropeway Systems 3.1_Sl. No-1310.4 Rope	"Haulage rope- Multi strands with polypropylene core "haulage rope of CP core.	We understand project requirement will be as per CEN standard - SPC (Solid plastic Core).	As per CEN code
51	TECHNICAL SPECIFICATION 3.0 Broad Specifications of The Ropeway Systems 3.1_Sl. No-23 10.0 Details of Electro- Mechanical Items (EU Standard)	Relevant Codes- European code (CEN) EU Stands for European Union	We understand the following:  I. Ropeway should be designed as per CEN standard.  II Imported manufactured /bought out items including Technological structure of Stations and Ropeway clearances, operation Parameters, safeties, testing commissioning should be as per CEN standard.  III All civil works, Foundations, slope protections Should be as per relevant BIS.  All Stations/ Building Steel Structural as per BIS Standard.	As per Technical Specifications.
52	TECHNICAL	Manager's office cum ticket counter.	We understand 1 no manager office and 1	Refer Technical



	<p>SPECIFICATION</p> <p>5.1 Ropeway Stations-2</p> <p>Nos</p> <p>ii. Upper Terminal Station near Shillong view Point (are requirement min 1020 Sqm) view Point (are requirement min 1020 Sqm)</p>	<p>5 X 5 sq. m. Workshop cum Maintenance area to be created within the building for routine maintenance work at convenient location.</p>	<p>no of 5 x 5 sqmtr Workshop cum Maintenance area will be required for UTP.</p>	<p>Specifications and drawings.</p>
53	<p>TECHNICAL SPECIFICATION</p> <p>9.1 Testing of Materials Clause (b)Appendix to Financial Part Preamble Sl. No10</p>	<p>All the materials to be used in and on every part of the works shall be subjected from time to time at such tests as given in List of Mandatory Tests or as required as per latest CPWD guidelines/ Railways specifications. These tests/norms are the Minimum requirement, and the Engineer-in-Charge may supplement these with additional tests/checks according to the site condition at no extra cost. Such test shall be performed at the expenses of the contractor. The samples for tests shall be in all cases selected by the Engineer-in-charge and supplied by the contractor as part of the contract. If at any time, any material so tested fails to meet the acceptance criteria, the same shall be removed from the site of works and other materials substituted there for. In the absence of any specified test/acceptance criteria, the decision of the Engineer-in- charge shall be final and binding as to whether the said material or materials shall be used on the works, or forthwith removed and other material substituted.</p> <p>The rates of items include cost of testing of soil, aggregates, other construction materials and works.</p>	<p>We understand the Factory acceptance test and Site tests will be in line with the standard specified in Sr no 6 above. No other tests beyond the applicable tests are included in the bidder's scope. Material thus tested as per the applicable standard will be utilized for the project.</p>	<p>Work to be carried out as per Technical Specifications and good engineering practices.</p>
54	TECHNICAL	Brakes-The input shaft of the gear box is connected	Brake will be provided as per design of	Work to be carried



	SPECIFICATION 10.2 Drive and Other Arrangement c. Brakes	through a brake drum coupling and electromagnetic brake which works on a flywheel disc mounted on the motor shaft.	OEM, confirming to CEN standard.	out as per Technical Specifications/Design of OEM, conforming to CEN standards.
55	TECHNICAL SPECIFICATION 10.5 LINE SHEAVE, MOUNT BEAM, PEDESTAL 10.7 LINERS	Adequate nos. of Line sheave with neoprene liner in the line is proposed to be provided Liner must be made of rubber elastomers. All liners required for line sheaves, deflection sheaves.	Neoprene liner to be used.	Please refer Corrigendum_03
56	TECHNICAL SPECIFICATION 10.13 PERFORMANCE STANDARDS AND MONITORING Clause (d)	Performance of standby equipment. The rating of standard DG set should be equal to the main electrical power system to run at full load.	Yard and station light loads should also be covered by DG set. Employer to confirm.	Confirmed
57	TECHNICAL SPECIFICATION Environment and Social Management Plant Sl. No-8 Disturbance to Protected Animals	Most of the animals identified in the protected forest surrounding proposed ropeway are nocturnal. Night time activities will cause disturbance to the natural activities of these animals.	We understand only construction activities (excluding terminal stations) will be restricted to daytime working.	Work to be carried out as per Technical Specifications and good engineering practices.
58	TECHNICAL SPECIFICATION Environment and Social Management Plant Sl. No-8 Disturbance to protected Animals Sl. No-19 Transporting Construction	All vehicles delivering materials to the site shall be covered to avoid spillage of materials. All existing highways and roads used by vehicles of the contractor, or any of his sub-contractor or suppliers of materials and similarly roads which are part of the works shall be kept clean and clear of all dust/mud or other extraneous materials dropped by such vehicles. The unloading of materials at construction sites close to settlements shall be restricted to daytime only.	We understand the scope includes the specific designated work area related to project is covered under the clause. Also, we understand considering the strategic importance and criticality of the project, material movement within Shillong city till the project location and loading / unloading at store will be allowed without any time restriction.	Work to be carried out as per Technical Specifications and good engineering practices following local laws.



	Materials			
59	TECHNICAL SPECIFICATION 9.0 COMMON REQUIREMENT	a. Road, HT/LT line etc. crossings Sufficient clearance at the crossing of the ropeway alignment with road, HT line, LT lines shall be provided as required by the concerned authorities/relevant specifications.	Please confirm is there is no LT/HT line in the Ropeway corridor?	Pl. refer profile drawing/L-section
60	TECHNICAL SPECIFICATION 10.9 Safety Provision	g. Wind Speed exceeds the set Limit an anemometer to be installed at suitable location where wind speed is maximum in the alignment.	Please confirm Max wind speed for operation?	Work to be carried out as per Technical Specifications & Relevant Code
61	Section IX. Particular Conditions of Contract Time Control GCC 26.1	The Contractor shall submit a revised Program including Environmental Management Plan and ESHS-MSIP for the Works (in such form and detail as the Project Manager shall reasonably prescribe) within 14 days of delivery of the Letter of Acceptance. [This program should be in adequate detail and generally conform to the program submitted along with bid. Deviations if any from that should be clearly explained and should be satisfactory to the Project Manager]	Request to provide min 30 days for submission of revised Program by successful bidder. Also please wave submission of EMP, ESHS-MSIP programme with the bid document	The Provisions in the RFP shall remain the same.
62	Section IX. Particular Conditions of Contract Cost Control GCC 41.1	Change 28 days by 56 days Interest rate for Delayed payment is 06 (six) % per annum simple interest.	In order to maintain smooth cashflow, for all RA bills, 75% of the RA bill amount may please be paid within 3 days of submission of RA bill, on ad hoc basis. Remaining 25% shall be paid on submission of complete documents and verification of the same. However, any particular RA bill shall be fully paid before submission of next RA bill.	The Provisions in the RFP shall remain the same.
63	TECHNICAL SPECIFICATION Technical specs 2.04	Bidder to submit in technical part "Detailed billing schedule as per stages of payment". Bidder shall submit the detailed billing schedule for various activities/ works\ Along with bid, within the overall ceiling percentages mentioned above. The owner/ consultant may modify the billing schedule at their sole discretion while according the approval. The billing schedule shall be limited within the stages of payment mentioned above.	Detailed billing schedule relates to the items of actual detailed design and drawings. Therefore, only successful bidder should prepare it as per their detailed design. Therefore, submission of billing schedule with the bid may be waived.	The schedule is required for budget purpose. Payments will be made as per the stages of payment given in Technical Specifications. The Provisions in the





				RFP shall remain the same.
64	Specific Construction Experience-Ropeway  2.4.2(aa)	Credential of Technology partner (OEM) - Designed, supplied and successfully installed at least 3 (three) Detachable Passenger Ropeways of minimum 600 passengers per hour per direction capacity, 900 Mtrs Long horizontal span in hilly terrain conforming to CEN Standards during last 5 Years.	Requested to confirm the requirement of "Apostille version" of credential certificate OR self-certification on the letterhead by the OEM.	Self-certification on the letterhead by the OEM is acceptable. However, OEM will submit the details of experience details duly signed by the concerned authorized Signatories. OEM Submitted Documents will be taken under verification during evaluation of Bid.
65	Others		<ol style="list-style-type: none"> <li>1. Geo-tech investigation report to be shared.</li> <li>2. At Upper Terminal area Power and Water supply to be made available prior to start of the construction by the Employer.</li> </ol>	<ol style="list-style-type: none"> <li>1. Geo-tech investigation report has been shared.</li> <li>2. Please refer Appendix to Financial Part (Price Schedule) Extract of Clause 3 is appended below. "The contractor's rates/price, quoted for various item of works as relevant in Price Schedule, shall be inclusive of Preconstruction Investigation Works not limited to Topographical</li> </ol>





				Survey & Soil Investigation, Design & Drawings, Overhead charges, which include all items such as site accommodation, setting up plants, access road, water supply, electricity, and general site arrangements, expenses on contractor's site office"
66	<b>Sec III Clause 2.3.2</b>	Annual Construction Turnover	Annual Turnover	Please refer Corrigendum_03
67	<b>Sec III Clause 2.3.2</b>	Achieved in any one financial year (in the last five financial years), a minimum annual financial turnover in civil engineering construction work of 75% of the project cost only calculated as total certified payments received for contracts in progress or completed.	Achieved in any one financial year (in the last five financial years), a minimum annual financial turnover in civil engineering construction work/Supply of Electro Technical Ropeway/ Any Govt work of 75% of the project cost <del>only</del> calculated as total certified payments received for contracts in progress or completed.	Please refer Corrigendum_03



68	Sec III 2.4.1	Experience under construction contracts for similar works such as those pertaining to construction for at least the last five [5] years prior to the bid submission deadline. Each member must meet the requirement of having executed works of similar nature.	Experience under construction of RCC buildings, any tower related work/electro mechanical ropeway supplies/any gov supplies contracts for at least the last five [5] years prior to the bid submission deadline. One member must meet the requirement of having executed works of similar nature.	Please refer Corrigendum_03
69	Sec III ITB 7.4	Specific Construction Experience: "Bidder should have successfully completed as a prime contractor, JV member or approved sub- contractor, minimum one (1) contract, not less than 50% of tendered project value within the last five (5) years, which is similar to the proposed works i.e. (Construction of similar nature of works which" "includes RCC Building, Towers etc. and Electro- Mechanical Ropeway System of CEN Standard.)"	Specific Construction Experience: "Bidder should have successfully completed as a prime contractor, JV member or approved sub- contractor, minimum one (1) contract, not less than 50% of tendered project value within the last five (5) years, which is similar to the proposed works i.e. (Construction of similar Nature of works which" "includes RCC Building, Construction of any type of Towers etc. and Electro- Mechanical Ropeway System of CEN Standard.)". Thus, the Requirement under each and one Member be deleted and met by the JV jointly.	Please refer Corrigendum_03
70	Sec III 2.4.2(a a)		Add the following along with the other points : Once an OEN with CEN standard ropeway technology supplier and manufacturer who has done at least one CEN standard detachable gondola in India authorizes a partner then the combination of any members of the JV and Technology Partner together will satisfy the experience as per all the clause in the Bidding.	Please refer Corrigendum_03



71	Section II ITB 7.4	A Pre-Bid meeting shall take place. Pre-Bid meeting will take place, it will be at the following date, time and place: Date: 28th March, 2024, Time: 11.00 Hours, Place: Office of The Director, Directorate of Tourism	Please Allow to participate in the Prebid meeting via online mode also.	Pre bid meeting is allowed online.
72	Sec III 2.3.2	Achieved in any one financial year (in the last five financial years), a minimum annual financial turnover in civil engineering construction work of 75% of the project cost only calculated as total certified payments received for contracts in progress or completed.	Achieved in any one financial year (in the last five financial years), a minimum annual financial turnover in civil engineering construction work/Supply of electrotechnical ropeway/ Any Govt work and supply of 75% of the project cost only calculated as total certified payments received for contracts in progress or completed.	Please refer Corrigendum_03
73	Sec III 2,4.1	Experience under construction contracts for similar works such as those pertaining to construction for at least the last five [5] years prior to the bid submission deadline. Each member must meet the requirement of having executed works of similar nature.	Experience under construction of civil engineering construction work/Supply of electro mechanical ropeway/ Any Govt work and supply for at least the last five [5] years prior to the bid submission deadline. One member must meet the requirement of having executed works of similar nature. In a Joint Venture (JV) qualification for a Request for Proposal (RFP), it's common for each member of the JV to contribute unique expertise rather than having experience in the entire project. This allows the JV to offer a diverse skill set and resources to successfully fulfil the requirements of the project. Thus, the Requirement under each Member be deleted and be added under one member.	The Provisions in the RFP shall remain the same.



74	Sec III 2.4,2a	Specific Construction Experience: "Bidder should have successfully completed as a prime contractor, JV member or approved sub- contractor, minimum one (1) contract, not less than 50% of tendered project value within the last five (5) years, which is similar to the proposed works i.e. (Construction of similar nature of works which" "includes RCC Building, Towers etc. and Electro-Mechanical Ropeway System of CEN Standard.)"	Specific Construction Experience: "Bidder should have successfully completed as a prime contractor, JV member or approved sub- contractor, minimum one (1) contract, not less than 50% of tendered project value within the last five (5) years, which is similar to the proposed works i.e. (Construction of similar nature of works which" "includes civil engineering construction work/Supply of electrotechnical ropeway/ Any Govt work and supply. and Electro- Mechanical Ropeway System of CEN Standard.)" In a Joint Venture (JV) qualification for a Request for Proposal (RFP), it's common for each member of the JV to contribute unique expertise rather than having experience in the entire project. This allows the JV to offer a diverse skill set and resources to successfully fulfil the requirements of the project. Thus, the Requirement under each and one Member be deleted.	Please refer Corrigendum_03
75	Sec III 2.4.2aa		Add the following with the existing point: If the Bidder/any one member of the JV do not possess ropeway experience, then they shall enter into a MoU for electromechanical supply and support with an OEM having the required experience in respect of the Ropeway projects in conformity with the following provisions: a CEN standard OEM ropeway technology supplier and manufacturer who has done at least one CEN standard detachable gondola in India.	Please refer Corrigendum_03



			Such combination of members of the JV and Technology Partner should together satisfy the experience as per all the clause. Since OEM does not participate in the bids directly and represent themselves through its authorized partners hence their credentials should be considered as their partner's credentials.	
76	Sec II ITB 7.4	A Pre-Bid meeting shall take place. Pre-Bid meeting will take place, it will be at the following date, time and place: Date: 28th March, 2024, Time: 11.00 Hours, Place: Office of The Director, Directorate of Tourism	A Pre-Bid meeting shall take place. Pre-Bid meeting will take place, it will be at the following date, time and place: Date: 28th March, 2024, Time: 11.00 Hours, Place: Office of The Director, Directorate of Tourism and also the same will be conducted online (link to be shared)	Meeting conducted online as well
77	Sec II		Please note in the JV split currently the split is for 2 JV members, but now 3 members are allowed in the JV so kindly change the "Each member" to "Other Members combined"	The Provisions in the RFP shall remain the same.
78	Technical Evaluation		The Technical evaluation should be done in form of Marking system so that the state gets the best players in the fields	The Provisions in the RFP shall remain the same.





79	I/14.2	<p><b>Bid Prices and Discounts</b> under Instructions to Bidders:</p> <p>The Bidder shall submit a bid. The Bidder shall fill in rates and prices for all items of the works described in the Price Schedule. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Price Schedule.</p>	No Schedule-A or item wise Price Schedule is Uploaded in portal. Please upload.	The Bidder shall fill only Lump Sum price in the Excel Sheet provided for BOQ
80	I/18.31  II/ ITB18.1	<p><b>Period of Validity of Bids</b> under Instructions to Bidders:</p> <p>Bids shall remain valid for 90-days or for a period specified in the BDS after the bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.</p> <p>The bid validity period shall be: 120 days.</p>	Please confirm the exact validity of Bid whether it should be 90-days or 120-days.	The validity of Bids will be 120-days as specified in BDS.
81	I/ 19.1  19.7	<p><b>Bid Security</b> under Instructions to Bidders:</p> <p>..... The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been constituted into a legally enforceable JV, at the time of bidding, the Bid Security shall be in the names of all future members as named in the letter of intent mentioned in ITB 4.1.2 and ITB II .2</p> <p>The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been constituted into a legally enforceable JV, at the time of bidding, the Bid Security shall be in the names of all future members as named in the letter of intent mentioned in ITB 4.1.2 and ITB 11.2.</p>	<p>Amount of Bid Security is not available in the tender document. Please confirm the amount of Bid Security.</p> <p>As per Clause No.4.1.2(h) a Letter of Intent to execute a Joint Venture Agreement shall be submitted along with Bid. Unless and until JV is constituted and JV Account is opened no Bank will issue any Bank Guarantee towards Bid Security in the name Of JV Company or all its members.</p> <p><b>So, please accept Bid Security in the name of Lead Member or Member-in-Charge of Joint Venture.</b></p>	Please refer Corrigendum_03



82	I/21.3	All the documents are required to be signed digitally by the bidder. After electronic on-line bid submission, the system generates a unique bid identification number which is timestamped as per server time. This shall be treated as acknowledgement of bid submission.	Does it mean all individual documents are required to be signed digitally and upload on the portal? Since all documents will be digitally signed and encrypted after completing upload of respective cover in the portal do, we require to sign digitally all individual document, please confirm.	The RFP is clear and self-explanatory.
83	II/ ITB33.3(D)	Vertical splitting of the works shall not be allowed.	Request you to please clarify the meaning of 'vertical splitting'.	Means subletting the work to other party.
84	II/4.1.2(A)	Maximum number of members in the JV shall be: <b>Three (3)</b> Appendix to Technical Part: JOINT VENTURE Names of all members of a joint venture 1. Member in charge 2. Member	Since there will 3(Three) members in the Joint Venture, please amend the sl.no.2 as either <b>Members" or 'Other Members'.</b>	The Provisions in the RFP shall remain the same.
85	II/2.3.2	<b>Annual Construction Turnover</b> Achieved in any one financial year (in the last five financial years), a minimum annual financial turnover in civil engineering construction work of 75% of the project cost only calculated as total certified payments received for contracts in progress or completed.	Ropeway is mainly an electro-mechanical engineering project. The volume of civil engineering construction work never goes 75% of the total cost. So please reduce the percentage to 30% and amend this clause as "All parties combined must meet requirement (either solely or combined)" to qualify. Also request to remove "Each members requirements" criteria.	Please refer Corrigendum_03



86	II/2.4.2(A)	<p><b>Specific Construction Experience</b></p> <p>Bidder should have successfully completed as a prime contractor, JV member or approved sub-contractor, minimum one (1) contract, not less than 50% of tendered project value within the last five (5) years, which is similar to the proposed works i.e. (Construction of similar nature of works which includes RCC Building, Towers etc. and Electro-Mechanical Ropeway System of CEN Standard.)</p>	<p>Please reduce the Criteria of 50% to 20% and amend this clause as "All parties combined must meet requirement (either solely or combined)" to qualify. Also request to remove 'Each members requirements' criteria. Or alternatively last three words "of CEN standard" be removed.</p>	<p>Please refer Corrigendum_03</p>
87	II/2.4.2(C)	<p><b>Calculation of Bid Capacity</b></p> <p>Bidders who meet the minimum qualifications criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value of the work. The available bid capacity will be calculated as under:</p> <p>Assessed Available Bid Capacity (<math>A \times N \times 2 - B</math>) Were,</p> <p>A — Maximum value of similar nature of works executed in anyone year during the last five years (updated to the price level of the financial year 2023-2024 at the rate of 5% per year), taking into account the competed as well as works in progress). N =</p> <p>Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as half year and more than 6 months as one year) B — Value, at the current price level, of existing commitments on on-going works to be completed during the period of completion of the works for which bids are invited. Note: the statements in Section IV showing the value of existing commitments of on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.</p>	<p>Available Bid Capacity criteria shall be met by all the members of JV either severally or jointly. All JV partners combinedly must meet available bid capacity.</p>	<p>Available Bid Capacity criteria shall be met by all the members of JV either severally or jointly. All JV partners combinedly must meet available bid capacity. Please refer Corrigendum_03</p>



88	II/2.2	Equipment Capabilities the Applicant should own or should have assured ownership to the following key items of equipment, in full working order, and must demonstrate that, based on known commitments; they will be available for use in the proposed contract.	In the Ropeway Engineering Project some of the listed items are not required. You are requested to amend this clause as "Bidder shall submit an Undertaking that Equipment required to complete a Ropeway project shall be arranged by the Successful Bidder."	The Provisions in the RFP shall remain the same. These are the minimum equipment that the Bidder should be possessing. However, the additional equipment required for the completion of work shall be arranged by the Bidder.
89		<b>Appendix to Evaluation and Qualification Criteria</b> Undertaking that the bidder or any partner of JV must not have any record of fatal accident for the last 10 years from the bidding date during construction or during O&M for their ropeway being maintained by them.	We request you to remove this clause in totality. However, an Undertaking on Rs. 100/- Stamp Paper duly notarized may be called from the bidder regarding non-blacklisting/debarring of bidder company by any Government/semi-Government Agencies or PSU.	The Provisions in the RFP shall remain the same.
90		<b>Appendix to Technical Part Financial Situation</b> FORMAT 3.1 Historical Financial Performances. SUMMARY OF FINANCIAL STATEMENTS Actuals for Previous five years excluding the current financial Year 2016-17, 2017 - 18, 2018-19, 2019-20, 2020 - 21	We request you to amend this clause as five years starts from 2017-18, 2018 - 19, 2019-20, 2020 - 21, 2021 -22.	Please refer Corrigendum_03. Five years starts from 2018-19, 2019 - 20, 2020-21, 2021 - 22, 2022 -23.
91	II	Appendix to Technical Part Form EXP - 4.2(a); Similar Construction Experience	Under this clause a Certificate issued by the Engineer-in-Charge is asked to submit. It means project of EPC. Please advise in case of BOOT project from whom such certificate is to be obtained.	Please refer Corrigendum_03 Under this clause a Certificate issued by the Engineer-in-Charge/Authorized Signatory.





92	(C)	LETTER OF BID - FINANCIAL PART We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]	Please clarify this.	The RFP is clear and self-explanatory. It will be Nil, if not applicable.
93	GCC47.1	The liquidated damages for the whole of the Works are 1/2000 of the Contract Price per day. The Liquidated damage for not achieving the milestone is as indicated below. The maximum amount of liquidated damages for the whole of the Works is 10(ten) % of the final Contract Price.	We request you to amend this clause and maximum 5 percentage of LD should be deducted / imposed.	The Provisions in the RFP shall remain the same.
94	GCC49.1 Stage of payment	1. Mobilization Advance: 5% of the Contract Price  1 Mobilization Advance to be paid as First Instalment - Maximum 7.5% of gross value of contract on signing of contract	Please confirm what would be the exact percentage of mobilization advance.	Total mobilization advance amount will be 10% of the Contract price as under as per GCC 49.1 mentioned in PCC. a. First instalment: 5% of the Contract price. b. 5% against Equipment
95	2.01	<b>Scope of Work</b> under Technical Specification This is an EPC work for is attached. The technical personnel of the Foreign Technology Partner shall remain available at site during erection of foreign components and also during & commissioning of the project.	Request you to amend this clause as " The technical personnel of the Foreign Technology Partner shall be available at site as and when required during erection of foreign components and also during & commissioning of the project."	The Provisions in the RFP shall remain the same.
96	2.04	BIDDER TO SUBMIT THE FOLLOWING IN TECHNICAL PART: a. Conceptual drawings / arrangement of	Requirement mentioned in this clause cannot be fulfilled unless and until detailed engineering of the ropeway is done. We request you to amend the clause accordingly	The Provisions in the RFP shall remain the same. These are only Conceptual drawings / arrangements



97	<b>3.1 (20)</b>  <b>4.02; Last Para</b>	Availability of Power supply at Lower and Upper Station  The bidder should assess the cost for making their own arrangement for construction water and power at both the terminals as well as at line. Also cost of making approaches to the all-work location to be assessed and included by the bidder while submitting the bid.	As per tender terms supply of power connection shall be provided to the both station buildings. Please confirm. As per tender terms supply of power connection as well as water shall be provided to the both station buildings. Please confirm.	a. Confirmed that the bidder makes their own arrangement for construction water and power at both the terminals as well as at line.
98	<b>4.02 (B)</b>	For general guidelines, report of soil geo technical investigation carried out earlier is attached.	No report is available in the portal. Please provide the same.	The report has been uploaded in the portal.
99	<b>9.1(B)</b>	All the materials to be used in and on every part of the works shall be subjected from time to time at such tests as given in List of Mandatory Tests or as required as per latest CPWD guidelines/ Railways specifications. These tests/norms are the Minimum requirement and the Engineer-in-Charge may supplement these with additional tests/checks according to the site condition at no extra cost.....	Please remove this clause. Instead, test report of important equipment shall be arranged and submitted.	The Provisions in the RFP shall remain the same.
100	<b>9.1 (D)</b>	The contractor has to establish, at his own cost, a testing Laboratory/field laboratory and Minimum Laboratory Equipment's as required for the Field Quality Control for the items of work.	Please remove this clause. The successful Bidder/Contractor shall carry out all required test complying with standard norms and submit all its test reports of respective items/equipment.	The Provisions in the RFP shall remain the same.



101	Sec IX PCC/GCC 7.1	Ceiling of Sub Contractor is 25%	Please amend this clause adding the following. Ceiling of Sub Contractor for imported items shall be 75%.	Refer Note 2(b) under PCC 7.4. In any case, proposal for sub-contracting in addition to what was specified in bid and stated in contract agreement will not be acceptable if the value of such additional sub-contracting exceeds 25% of value of work which was to be executed by Contractor without sub-contracting. Ceiling of 25% shall not be applicable on sub contract stated in contract agreement. Supply of material / equipment does not fall under the category of Sub Contracting.
102	Sec IX PCC/GCC 49.1	The amount of advance payment is: Nature of advance: 1. Mobilisation advance 2. Equipment advances	Please add the following at SI No 3: Payment for import of electro mechanical equipment shall be made by the Employer through opening of irrevocable letter of credit on the original Equipment Manufacturer. (OEM) against their supply.	The Provisions in the RFP shall remain the same.
103	Section III - Evaluation and Qualification Criteria, Point no.2.4.2(a)- Specific Construction Experience	Bidder should have successfully completed as a prime contractor, JV member or approved sub-contractor, minimum one (1) contract, not less than 50% of tendered project value within the last five (5) years, which is similar to the proposed works i.e. (Construction of similar nature of works which includes RCC Building, Towers etc. and Electro-Mechanical Ropeway System of CEN Standard.)	We understand that similar works shall also include electrical construction and tower works for power substation and transmission lines.	Construction of similar nature of works which includes RCC Building, Towers etc. and Electro-Mechanical Ropeway System of CEN Standard.



104	ITB Bid Security 19.1	Unless otherwise specified in the BDS, the Bidder shall furnish as part of the Technical Part of its bid, in original form, a bid security for the amount shown in BDS, for this particular work. The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been constituted into a legally enforceable JV, at the time of bidding, the Bid Security shall be in the names of all future members as named in the letter of intent mentioned in ITB 4.1.2 and ITB 11.2	The provision in the BDS says "The Bidder shall furnish a bid securing declaration in the format given in Section X (Contract Forms)". We understand that bidders can submit the Bid Securing Declaration in place of a bid security, and the same is also mentioned in the tender notice, Kindly Clarify.	Please refer Corrigendum_03
105	Specific Construction Experience 2.4.2(a)	Bidder should have successfully completed as a prime contractor, JV member or approved sub-contractor, minimum one (1) contract, not less than 50% of tendered project value within the last five (5) years, which is similar to the proposed works i.e. (Construction of similar Includes RCC nature of wo S W Building, Towers etc. and Electro-Mechanical Ropeway System of CEN Standard.)	As stated by the Specific Construction Experience-Ropeway 2.4.2(aa) the bidder must tie up with a technology partner. Hence, we request you to kindly consider the building works as the similar proposed works. for larger participation of the bidders as for the ropeway part technology partner's experience can be considered.	Please refer Corrigendum_03
106			•Request bidders to prove exclusive MOU with ropeway OEM supplier, with at least one CEN standard ropeway reference in India to be eligible	The Provisions in the RFP shall remain the same.





107			<ul style="list-style-type: none"> <li>• Provide a technical/financial capability evaluation of bidder and OEM partner, based on multiple criteria with points system in order to evaluate bids according to: bidders net worth and turnover, OEM ropeway partner's past experience on CEN standards as well as make in India and technical proposal.</li> </ul>	The Provisions in the RFP shall remain the same.
108	Broad Specification, Clause 3.1 under Note (b)	<p>Under the heading "Broad Specification, Clause 3.1 under Note (b) it has been mentioned that "the firm may offer design as their own standard in agreement with CEN Standard. The details of the specification shall be the prerogative of the bidder keeping the requirement of the Ropeway system as given above".</p> <p>Under this condition, we would like to quote as BIS specification since according to Govt. of India NITI Aayog Circular dt. 9th October, 2020 that there is no longer any Gap between BIS Standard and CEN Standard (Circular attached which will speak for itself). Not only this even Ministry of Finance, GOI vide their circular dt. 27th August, 2020 and Cabinet Secretariat, GOI VIDE HIS Memo dt. 20th August, 2020 have clearly mentioned that "NO GLOBAL TENDER ENQUIRY SHALL BE INVITED FOR TENDERS UPTO RS. 200.00 CRORE" will be allowed. Both the above circulars are attached for your perusal.</p> <p>We presume, RITES in their DPR has also mentioned that the Ropeway system to be of BIS Standard with Cabins, Brake &amp; Rope to be imported as per CEN Standard, which is possible. Therefore, your invited tender as per CEN specification does not support "Preference to Make in India".</p> <p>Moreover, Technology of this Detachable system of</p>	<p>In view of the above facts, we request that Indian companies holding BIS certification may also allow be</p> <ul style="list-style-type: none"> <li>• allowed to quote for this tender.</li> </ul> <p>For information, NHAI, who have already called for 12 – 16 tenders, also mentioned that the Ropeway system can be either BIS Standard or CEN Standard.</p>	The Provisions in the RFP shall remain the same.



		Ropeway is successfully available in India since last 35 years and are at par with present foreign technology.		
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 Director of Tourism  
 Meghalaya, Shillong