

Ropeways and Rapid Transport System

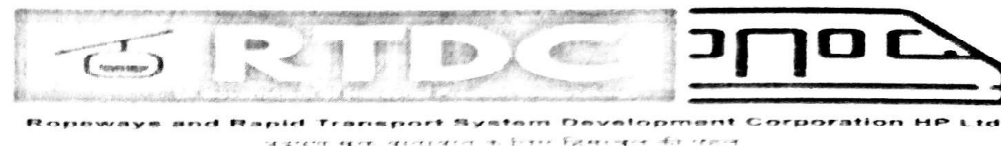
Development Corporation HP Limited

(A State Government Undertaking)

US Club, Shimla - 1

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CORRIGENDUM-VII

Subject: - "Design, Supply, Construction, Installation, Testing, Commissioning and Operation & Maintenance for 5 (five) years of Seamless Innovative Urban Transportation (Ropeways, Lifts & Escalators Etc.) Network in Shimla City (Himachal Pradesh) on Engineering Procurement and Construction (EPC) Mode."

With reference to the subject cited tender notice issued vide this office letter of even file No. RTDC/Shimla Ropeway/2024/2258 dated 29-10-2024 and subsequent Corrigendum No. RTDC/Shimla Ropeway/2022/2497 dated 20-11-2024, 2676-78 dated 06-12-2024, 2946-48 dated 24-12-2024, 3032 dated 01-01-2025, 3080 dated 03-01-2025 and 3511-12 dated 24-01-2025, the following amendment is hereby issued without any prejudice to the other, terms and condition.

Clause No.	Existing Bid Clause	May be read as
VOLUME I REQUEST FOR PROPOSAL		
Request For Proposal/ Bid Document	"ASSOCIATE PARTNER"	"Original Equipment Manufacturer (OEM) Supplier".
3.0 - ELIGIBILITY and QUALIFICATION CRITERIA (EQC) - Sub clause - 3.1.4	The Bidder shall submit a Memorandum of Understanding (MoU) with the ASSOCIATE PARTNER regarding the roles and responsibilities of the ASSOCIATE PARTNER along with the proposal. The experience of the ASSOCIATE PARTNER in use of technology shall also be counted in the evaluation. The Bidder shall obtain the Bank Guarantee for Performance Security after award of the work from the ASSOCIATE PARTNER equivalent to his share as guarantee of his commitment. The Bank Guarantee shall be duly pledged in favour of Deputy General Manager, Ropeway and Rapid Transport System Development Corporation H.P. Limited, Shimla" Himanchal Pradesh.	The Bidder shall submit an OEM Support Agreement in the form of Memorandum of Understanding (MoU) with the OEM SUPPLIER regarding the roles and responsibilities of the OEM SUPPLIER along with the proposal. The experience of the OEM SUPPLIER in use of technology shall also be counted in the evaluation. The Bidder shall submit the Bank Guarantee for Performance Security in favour of Deputy General Manager, Ropeway and Rapid Transport System Development Corporation H.P. Limited, Shimla" Himachal Pradesh.
3.0 - ELIGIBILITY and QUALIFICATION CRITERIA (EQC) - Sub clause - 3.1.8	Associate Partner can associate with any number of bidders without any limit. However, once a bidder submits their bid, they are not allowed to change their Associate Partner.	OEM SUPPLIER can support any number of bidders without any limit. However, once a bidder submits their bid, they are not allowed to change their OEM SUPPLIER.

Clause No.	Existing Bid Clause	May be read as
2.0 - INSTRUCTIONS TO BIDDERS - Sub clause 2.2.1	The Bidder including the Associate Partner shall follow the Instructions issued by the Procurement Policy Division (PPD) of the Department of Expenditure (Ministry of Finance) from time to time.	The Bidder shall follow the Instructions issued by the Procurement Policy Division (PPD) of the Department of Expenditure (Ministry of Finance) from time to time.
3.0 - ELIGIBILITY and QUALIFICATION CRITERIA (EQC) - Sub clause - 3.1.3	The Bidder shall submit a Power of Attorney authorizing the signatory(ies) along with Board Resolution(s) to submit the bid or each Member of the joint venture/ consortium. The Bidder, whether a sole Bidder or joint venture(s) shall include an ASSOCIATE PARTNER also, in case the bidder is not a CEN Ropeway Equipment Manufacturer. While computing the Technical Capacity of the Bidder, experience of respective Associate would also be considered. "ASSOCIATE PARTNER" means technical tie up partner who must be CEN Ropeway Equipment Manufacturer & must satisfy the minimum eligibility criteria as per clause no. 3.2.1 & 3.2.2 (i). The Bidder shall enter into agreement with ASSOCIATE PARTNER to ensure that the training is provided to its manpower by the ASSOCIATE PARTNER for Operation and Maintenance of the system.	The Bidder shall submit a Power of Attorney authorizing the signatory(ies) along with Board Resolution(s) to submit the bid or each Member of the joint venture/ consortium. The Bidder, whether a sole Bidder or joint venture(s) shall tie-up with an OEM SUPPLIER, in case the bidder is not a CEN Ropeway Equipment Manufacturer. While computing the Technical Capacity of the Bidder, experience of respective OEM SUPPLIER would also be considered. "OEM SUPPLIER" means technical tie up partner who must be CEN Ropeway Equipment Manufacturer & must satisfy the minimum eligibility criteria as per clause no. 3.2.1 & 3.2.2 (i). The Bidder shall enter into agreement with OEM SUPPLIER to ensure that the training is provided to its manpower by the OEM SUPPLIER for Operation and Maintenance of the system.
3.0 - ELIGIBILITY and QUALIFICATION CRITERIA (EQC) - Sub clause - 3.1.5	Experience requirement for the ASSOCIATE PARTNER shall be as per Clause 3.2, duly supported by acceptable documentary proofs, in respect of the Ropeway Projects in conformity with the provisions of the EPC Agreement:	Experience requirement for the OEM SUPPLIER shall be as per Clause 3.2, duly supported by acceptable documentary proofs, in respect of the Ropeway Projects in conformity with the provisions of the EPC Agreement:
3.0 - ELIGIBILITY and QUALIFICATION CRITERIA (EQC) - Sub clause - 3.1.7	In case of Foreign Partners/ASSOCIATE PARTNER, please refer to Clause 2.2.2.a above regarding orders of PPD. In such case, Power of Attorney(ies) and Board Resolution(s) confirming authority on the persons issuing the Power of Attorney for such actions, shall be submitted duly notarised by the notary public in the country of origin and stamped by the Indian Embassy or High Commission. However, the Power of Attorney(ies) and Board Resolution(s) provided by the bidders from the countries that have signed the Hague Legislation Convention 1961, are not required to be legalised by the Indian Embassy, if it carries a confirming Apostille Certificate. If the documents are in foreign language the translation of the same in English shall be authenticated by Indian Embassy or High Commission.	In case of Foreign Partners, please refer to Clause 2.2.2.a above regarding orders of PPD. In such case, Power of Attorney(ies) and Board Resolution(s) confirming authority on the persons issuing the Power of Attorney for such actions, shall be submitted duly notarised by the notary public in the country of origin and stamped by the Indian Embassy or High Commission. However, the Power of Attorney(ies) and Board Resolution(s) provided by the bidders from the countries that have signed the Hague Legislation Convention 1961, are not required to be legalised by the Indian Embassy, if it carries a confirming Apostille Certificate. If the documents are in foreign language the translation of the same in English shall be authenticated by Indian Embassy or High Commission.



Clause No.	Existing Bid Clause	May be read as																																																						
3.0 - ELIGIBILITY and QUALIFICATION CRITERIA (EQC) - Sub clause - 3.1.9 - (ix)	The bidders must have an Associate Partner as per clause No. 3.1.4 having experience in Ropeways as per Clause no. 3.2.1 & 3.2.2 (i) of "Similar works".	The bidders must have an OEM SUPPLIER as per clause No. 3.1.4 having experience in Ropeways as per Clause no. 3.2.1 & 3.2.2 (i) of "Similar works".																																																						
APPENDIX - I A: LETTER COMPRISING THE TECHNICAL BID - Point No 14	14. I/We acknowledge and undertake that our JV/Consortium was qualified and short- listed on the basis of Technical Capacity and Financial Capacity of those of its Members or ASSOCIATE PARTNER.	14. I/We acknowledge and undertake that our JV/Consortium was qualified and short- listed on the basis of Technical Capacity and Financial Capacity of those of its Members or OEM SUPPLIER																																																						
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ANNEX - IV to Appendix IA: Details of Eligible Projects	<div> <div>Project Code:</div> <table> <tr> <th>Item (1)</th><th>Refer Instruction (2)</th><th>Of the Project (3)</th></tr> <tr> <td>Title & nature of the Project</td><td></td><td></td></tr> <tr> <td>Entity for which the Project was constructed/developed</td><td>5</td><td></td></tr> <tr> <td>Location</td><td></td><td></td></tr> <tr> <td>Capital cost of Project / Project cost (excluding land cost)</td><td>6</td><td></td></tr> <tr> <td>Date of commencement of Project/ contract</td><td></td><td></td></tr> <tr> <td>Date of completion/Commissioning</td><td>7</td><td></td></tr> <tr> <td>Equity shareholding (with period during which equity was held)</td><td>8</td><td></td></tr> <tr> <td>Whether credit is being taken for the Eligible Experience of an ASSOCIATE PARTNER (Yes/ No)</td><td>11</td><td></td></tr> </table> </div>	Item (1)	Refer Instruction (2)	Of the Project (3)	Title & nature of the Project			Entity for which the Project was constructed/developed	5		Location			Capital cost of Project / Project cost (excluding land cost)	6		Date of commencement of Project/ contract			Date of completion/Commissioning	7		Equity shareholding (with period during which equity was held)	8		Whether credit is being taken for the Eligible Experience of an ASSOCIATE PARTNER (Yes/ No)	11		<table> <tr> <th>Item (1)</th><th>Refer Instruction (2)</th><th>Of the Project (3)</th></tr> <tr> <td>Title & nature of the Project</td><td></td><td></td></tr> <tr> <td>Entity for which the Project was constructed/developed</td><td>5</td><td></td></tr> <tr> <td>Location</td><td></td><td></td></tr> <tr> <td>Capital cost of Project / Project cost (excluding land cost)</td><td>6</td><td></td></tr> <tr> <td>Date of commencement of Project/ contract</td><td></td><td></td></tr> <tr> <td>Date of completion/Commissioning</td><td>7</td><td></td></tr> <tr> <td>Equity shareholding (with period during which equity was held)</td><td>8</td><td></td></tr> <tr> <td>Whether credit is being taken for the Eligible Experience of an OEM SUPPLIER (Yes/ No)</td><td>11</td><td></td></tr> </table>	Item (1)	Refer Instruction (2)	Of the Project (3)	Title & nature of the Project			Entity for which the Project was constructed/developed	5		Location			Capital cost of Project / Project cost (excluding land cost)	6		Date of commencement of Project/ contract			Date of completion/Commissioning	7		Equity shareholding (with period during which equity was held)	8		Whether credit is being taken for the Eligible Experience of an OEM SUPPLIER (Yes/ No)	11	
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Clause No.	Existing Bid Clause	May be read as
1.3 OBLIGATIONS RELATING TO OPERATION AND MAINTENANCE OF THE ROPEWAY	The Contractor agrees to ensure that the training is provided to its manpower by the Associate partner (Technical tie up Partner) for Operation and Maintenance of the system. In the entire period of Five (5) years after the commissioning of the project, the Associate partner will ensure periodic handholding in the training of the manpower and will also certify the competence of the trained manpower. The Contractor will ensure the continuity of this trained manpower during the entire period of contract and in extraordinary circumstances ensure the training of replacement with the prior approval of Authority.	The Contractor agrees to ensure that the training is provided to its manpower by the OEM SUPPLIER (Technical tie up Partner) for Operation and Maintenance of the system. In the entire period of Five (5) years after the commissioning of the project, the OEM SUPPLIER will ensure periodic handholding in the training of the manpower and will also certify the competence of the trained manpower. The Contractor will ensure the continuity of this trained manpower during the entire period of contract and in extraordinary circumstances ensure the training of replacement with the prior approval of Authority.



 Deputy General Manager
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No. RTDC/Shimla Ropeway/2022-Vol-V/3606-07

Dated: 30/01/2025

Copy forwarded to: -

1. The Director RTDC, for information please.


 Deputy General Manager
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 Development Corporation, H.P. Ltd.
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