

REQUEST FOR PROPOSAL

for

Design, Supply, Installation, Commissioning and Operationalizing of Web-based and On-Site Integrated IT-enabled Ticketing System and RFID-based Access Control System at Auli Ropeway on Build, Operate, and Transfer (BOT) Model



Issued by:

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REQUEST FOR PROPOSAL (RFP) DOCUMENT

Disclaimer

This Request for Proposal document (the "**RFP**") is neither an agreement nor an offer by Garhwal Mandal Vikas Nigam Limited, A Govt. of Uttarakhand Enterprise (the "**GMVN**" OR "**Authority**") to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the GMVN 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 GMVN, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

GMVN, its employees and advisers 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, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

GMVN also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RFP. GMVN may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that GMVN is bound to select a bidder or to appoint the selected bidder, as the case may be, for the project and the GMVN reserves the right to reject all or any of the Bids without assigning any reasons 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, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by GMVN 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 GMVN shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.

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1. INTRODUCTION

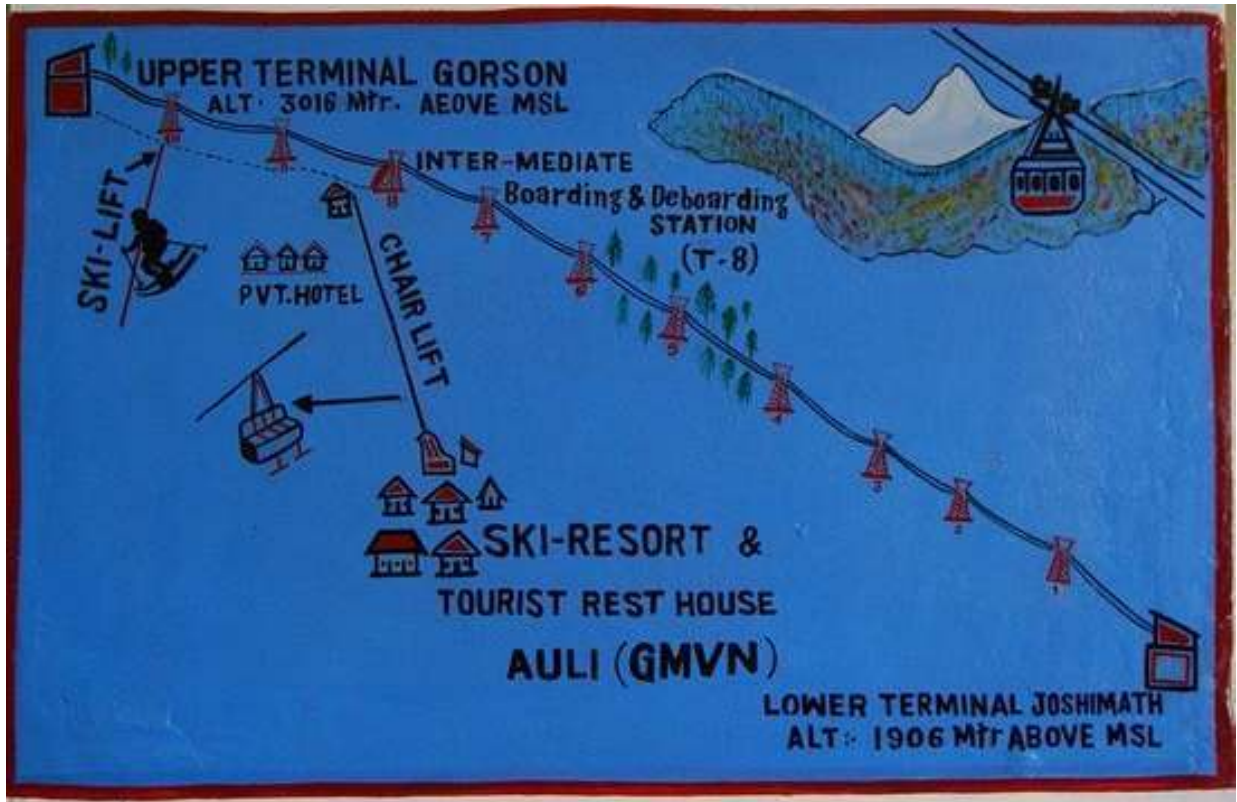
1.1. About Auli Ropeway System

- 1.1.1. Auli is a world-known hill station in Garhwal region of Uttarakhand State in India. Auli is fondly referred to as a place where nature comes alive in all its glory and splendour. It is rich in natural resources and offers a stunning landscape of the surrounding hills.
- 1.1.2. Ropeway **"Auli Ropeway"** is the major tourist attraction in Auli offering magnificent and majestic Himalayan views. A highest and longest ropeway in Asia after Gulmarg, Auli cable car covers a distance of 3.96 KM. Auli cable car also called locally as Gondola and connects Auli with Joshimath. Located at 3010 mtrs above sea level, Auli is best skiing and paragliding destination in India receiving large number of tourists.
- 1.1.3. Auli Ropeway is developed and operated by GMVN. Brief details of Auli Ropeway are given below:

A		Joshimath – Auli Gorson Ropeway System	
1	System	A Zig-back, Bi-Cable with Two Cabins	
2	Slope Distance	3.96 KM	
3	Track Distance	4.15 KM	
4	Number of Towers	10 Nos. T-1 (Lower Terminal Point) T-10 (Upper Terminal Point)	
5	Altitude of Lower Terminal Point (LTP) Tower-1	1906.3 Meters above MSL	
6	Altitude of Upper Terminal Point (LTP) Tower-10	3016.3 Meter above MSL	
7	Travel Time	22 Minutes	
8	Capacity	25 Passengers (Standing)	
9	Speed	3 Meter/Sec (Max)	
10	Ticket Price	Rs. 1,000/- Per Trip (from T-1 to T-10 and Back)	
B		Auli Chair Lift (From GMVN Ski Resort to Skiing Slope of Auli)	
1	System	Mono Cable with 16 Chairs (4 Seated)	
2	Slope Distance	778 Meters (Horizontal Distance)	
3	Track Distance	800 Meters	
4	Number of Towers	6 Nos.	

5	Altitude of Lower Terminal Point (LTP)	2704 Meters above MSL
6	Altitude of Upper Terminal Point (LTP)	2908 Meters above MSL
7	Travel Time	5 Minutes
8	Capacity	64 Passengers (Sitting)
9	Speed	3 Meter/Sec (Max)
10	Ticket Price	Rs. 500/- Per Trip (LTP to UTP and back and Vice-versa)

Map – Auli Ropeway and Chair Lift



- 1.1.4. Auli Ropeway is visited by thousands of visitors every year. A brief of tourist statistics in Auli Ropeway System is given below:

Joshimath – Auli Gorson Ropeway System (Ticket Sales Data)

Month	FY 17-18	FY 18-19	FY 19-20	FY 20-21 (upto Feb 2021)
April	1145	1742	1491	0
May	7059	8372	6189	0
June	5546	8180	9065	0
July	856	911	1139	0
August	1168	631	307	0
September	1883	1736	2444	0
October	3226	4682	5237	903
November	813	3106	2624	1986
December	2922	4721	7519	5750
January	5439	7561	8788	8867
February	2882	4776	5303	4509
March	2747	3379	2802	0
Total	35686	49797	52908	22015

Auli Chair Lift (Ticket Sales Data)

Month	FY 17-18	FY 18-19	FY 19-20	FY 20-21 (upto Feb 2021)
April	2392	2466	3510	0
May	6018	6170	7287	0
June	6309	10726	11777	0
July	932	1293	1690	0
August	1067	1084	1127	0
September	1215	1118	1082	0
October	2559	2690	2837	1250
November	1165	3274	2065	2706
December	6155	9631	9540	12539
January	0	9032	7486	20675
February	826	2070	5526	5009
March	2935	3801	2858	0
Total	31573	53355	56785	42179

1.2. About Project

- 1.2.1. To enrich experience of tourists, streamlines the processes, increase efficiency & effectiveness of ropeway and chair lift services at Auli Ropeway, Garhwal Mandal Vikas Nigam Limited (Dehradun), a Government of Uttarakhand Enterprise "**GMVN**" OR "**Authority**") has decided to Design, Supply, Installation, Commissioning and Operationalizing a Web-based and On-Site Integrated IT-enabled Ticketing System RFID-based Access Control System at Auli Ropeway on Build, Operate, and Transfer (BOT) model ("**BOT Period**") through a private sector operator to be selected through transparent competitive bidding process [collectively referred as the "**Project**"]. BOT Period will be as per Uttarakhand Procurement Rules 2017 i.e. initially for 1 year which is extendable for 2 years on the same rate, terms and conditions. Further extension may be given based on mutually agreeable terms & conditions and rates.
- 1.2.2. Selected Bidder shall be responsible for Design, Supply, Installation, Commissioning and Operationalizing a Web-based and On-Site Integrated IT-enabled Ticketing System RFID-based Access Control System at Auli Ropeway on Build, Operate, and Transfer (BOT) model at its cost and expenses. GMVN shall not bear any capital expenditure (CAPEX) and operational expenditure (OPEX) for the Project.
- 1.2.3. Project shall include Design, Supply, Installation, Commissioning and Operationalizing of following components by Selected Bidder at its own cost & expenses. Detailed Scope of Works is given in Annexure-1 to RFP document.
 - i. IT-based (computerized) ticketing system at multiple points on Auli Ropeway (at Tower-1 and Tower-10) and Auli Chair Lift (at LTP Point and UTP Point) and connected with centralized system/ sever hosted at Information Technology Development Agency, Department of Information Technology, Government of Uttarakhand ("**ITDA**") or server of any certified government agency for transmission of data on real-time basis and remote access of entire system at GMVN head office at Dehradun to view the project data on real-time basis.
 - ii. Development of Web-based Online Ticketing Portal and mobile application to enable users to book tickets online. Website developed by the Selected Bidder shall comply with safety, security and all other applicable norms of Information Technology Act, 2000 as amended.
 - iii. RFID-supported Automatic retractable flap Barrier entry/exit gates at multiple points on Auli Ropeway (at Tower-1, Tower-8 and Tower-10) and Auli Chair Lift (LTP Point and UTP Point) to check and monitor the entry/exit of visitors having valid ticket and RFID cards (RFID cards will be issued to all valid ticket holders).
 - iv. PTZ IP cameras at ticket counters and Automatic Retractable Flap Barrier Entry/Exit Gates with provision of remote viewing of video outputs at Auli ropeway main office and GMVN head office
 - v. Robust MIS system for monitoring of the project.
- 1.2.4. Upon issuance of tickets, each ticket holder shall be issued RFID card [*RFID card shall be tagged with neck lanyard (ribbon) which shall require to be wear by visitors in their neck*]. When visitors will move near to Automatic Retractable Flap Barriers Entry/ Exit, RFID card details will be captured vide radio waves by RFID reader installed on flap barrier entry and information will be sent to system server for validation. After validation by system server, RFID reader will instruct Flap barrier access control to open/ close the gates and information will be sent to system server on real time-basis.

- 1.2.5. Upon expiry of BOT Period (if not extended) or prior termination of BOT Period, Project (along with all equipment, machinery, hardware & software, license rights of software etc.) shall be handed over by Selected Bidder to GMVN without any payment to be made by the Authority.
- 1.2.6. The statements and explanations contained in this RFP document are intended to provide a better understanding to the Bidder about the subject matter of this RFP document and should not be construed or interpreted as limiting in any way or manner the Scope of Work and obligations of the selected Bidder as set forth in this RFP document or the Authority's rights to amend, alter, change, supplement or clarify the Scope of Work, or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the RFP document are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.2.7. 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 document, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**RFP document**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.4 for submission of Bids (the "**Bid Due Date**").

1.3. Brief Description of Bidding Process

- 1.3.1. GMVN has adopted a single-stage, two-packet (Technical Bid and Financial Bid), open transparent competitive e-bidding process as per provisions of Uttarakhand Procurement Rules 2017 through e-procurement system at www.uktenders.gov.in (the "**Bidding Process**") for selection of a Bidder for award of the Project.
- 1.3.2. Bidders are invited to submit their Bids (Technical Bid and Financial Bid separately) (the "**Bid**") for the Project in accordance with the provisions of the RFP document.
- 1.3.3. Bidders shall submit/upload their Technical Bid and Financial Bid in separate files at www.uktenders.gov.in as per the provisions of this RFP document.
- 1.3.4. Bids are invited for the Project on the basis of service charge (in rupees) on each ticket sold (irrespective of ticket price) to be quoted by Bidders in their Financial Bids for the entire BOT Period. Bidder quoting the lowest Service Charge (in rupees) shall be successful Bidder. Services Charge quoted by Bidder shall be inclusive of GST and all other applicable taxes, cess, levies, etc. No escalation shall be provided for Service Charge during the entire course of Project (BOT Period).
- 1.3.5. Service Charges shall be paid by GMVN to the Selected Bidder on monthly basis based on the bill/ invoice submitted to GMVN within 15 days of completion of a month. Total Service Charges (inclusive of GST & other taxes) to be paid by GMVN for a month shall be calculated as given below:

"Number of Tickets Sold in a Month X (multiply by) Service Charge Per Ticket"

- 1.3.6. Payment of Service Charge by GMVN to the Selected Bidder shall subject to Tax Deduction at Source (TDS), Labour Cess, any other deduction as per order of Central/State Govt.
- 1.3.7. Notwithstanding anything contained in this RFP document, the detailed terms specified in the Contract 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 Contract Agreement.

- 1.3.8. The provisions of Uttarakhand Procurement Rules 2017 shall be applicable for this Bidding Process. Furthermore, in case of any inconsistency in any of the provisions of this RFP Document with the Uttarakhand Procurement Rules 2017, the later shall prevail.

1.4. Schedule of Bidding Process

- 1.4.1. Authority shall endeavour to adhere to the following schedule for Bidding:

S. N.	Event Description	Date
1	Availability of RFP Document	Document can be downloaded from: www.gmvnonline.com , www.uktenders.gov.in
2	Payment to be paid along with Submission of Bid	Tender Fee (non-refundable): Demand Draft of Rs. 5,900/- (Rs. 5,000 + GST as per prevailing rate which is at present 18%) in favour of Managing Director, Garhwal Mandal Vikas Nigam Limited, Payable at Dehradun Bid Security (Earnest Money Deposit): Demand Draft of Rs. 5,00,000/- in favour of Managing Director, Garhwal Mandal Vikas Nigam Limited, Payable at Dehradun
3	RFP Publishing and Start Date of Downloading RFP document	07-04-2021, from 05:00 PM
4	End Date of Downloading RFP document	29-04-2021, upto 05:00 PM
5	Date & Time of Pre –bid Meeting	Date: 20-04-2021, at 11.00 PM Venue: Garhwal Mandal Vikas Nigam Limited, 74/1, Rajpur Road, Dehradun
6	Start Date of Online Submission of Bid	From: 20-04-2021, 10:00 AM
7	Mode of Submission of Bid	Online at e-Proc website (www.uktenders.gov.in)
8	Last Date of Online Submission of Bid (Bid Due Date)	Upto: 29-04-2021, upto 05:00 PM
9	Submission of Original Demand Draft for Tender Fee & Bid Security	30-04-2021, upto 03:00 PM Venue: Office of the Managing Director, Garhwal Mandal Vikas Nigam Limited, 74/1, Rajpur Road, Dehradun
10	Date, Time and Venue of Technical Bid Opening	30-04-2021, upto 03.30 PM Venue: Office of the Managing Director, Garhwal Mandal Vikas Nigam Limited, 74/1, Rajpur Road, Dehradun
11	Date, Time and Venue of Financial Bid Opening	Shall be intimated to the Eligible Bidders at appropriate time
12	Issue of Letter of Award (LOA) to Selected Bidder	Shall be intimated to the successful at appropriate time
13	Acceptance of LOA by the Selected Bidder	Within 7 days of issuance of LOA
14	Signing of Contract Agreement	Within 03 days of acceptance of LOA

The above schedule is tentative. Authority reserves the right to modify the Schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

2. INSTRUCTIONS TO BIDDERS

A. General

2.1. Scope of Bid

2.1.1. Authority wishes to receive Bids for selection of a Bidder to whom the Project may be awarded as per the provisions of the RFP document.

2.2. Minimum Eligibility Criteria

S. N.	Particulars	Documents Required
a)	Eligible Entities	
(i)	<p>Bidder must be a legally recognized business entity OR group of entities ("Consortium") incorporated in India. Consortium can have maximum 2 members. In case of Consortium Bidder, all members of Consortium can meet Eligibility Criteria jointly.</p> <p>An Entity submitting its bid individually shall be termed as "Single Entity Bidder". Group of entities submitting their Bid as Consortium shall be termed as "Consortium Bidder".</p> <p>The term "Bidder" shall include Single Entity Bidder as well as Consortium Bidder. In case project is awarded to a Consortium Bidder, then Consortium Bidder shall be required to incorporate a Special Purpose Vehicle/Company (SPV/SPC) in form of a company under the Companies Act, 2013 to execute the Project. Agreement shall be signed between GMVN and SPV/SPC and selected Bidder as the confirming Party to the Agreement.</p>	<p>Certified copy of certification of registration/ incorporation as applicable to legal status and other details viz. GST registration number, PAN number and EPF registration number.</p> <p>Copy of bank statement for last 3 years (certified by Bank) preceding to the Bid Due Date in case the Bidder is a proprietorship firm.</p> <p>Joint Bidding Agreement/ Memorandum of Understanding (MOU) and Board Resolution in case of Consortium Bidder as per the format given in Bid Forms.</p>
b)	Financial Eligibility	
(i)	<p>Turnover: Bidder must have minimum average annual turnover / income of Rs. 1.00 Crore in last three financial years (FY 2017-18, FY 2018-19 and FY 2019-20)</p> <p><i>In case of Consortium Bidder, all members of the Consortium can meet Turnover criteria jointly.</i></p>	<ul style="list-style-type: none"> • Certificate of turnover for FY 2017-18, FY 2018-19 and FY 2019-20 as per the format given in Bid Forms. Certificate shall be duly certified by a Chartered Accountant with Unique Document Identification Number (UDIN) on it as per applicable rules. Net Worth shall be calculated as per applicable norms stated by Government of India (GoI) and Government of Uttarakhand (GoUK). • Bidder shall also submit audited financial accounts of FY 2017-18, 2018-19 and 2019-20.

S. N.	Particulars	Documents Required
(ii)	<p>Net Worth: Bidder must have positive net worth as on March 31, 2020.</p> <p><i>In case of Consortium Bidder, all members of the Consortium can meet Net Worth criteria jointly.</i></p>	<ul style="list-style-type: none"> • Certificate of net worth as on March 31, 2020 as per the format given in Bid Forms. Certificate shall be duly certified by a Chartered Accountant with Unique Document Identification Number (UDIN) on it as per applicable rules. Net Worth shall be calculated as per applicable norms stated by Government of India (GoI) and Government of Uttarakhand (GoUk). • Bidder shall also submit audited financial accounts of FY 2017-18, 2018-19 and 2019-20.
c)	Technical Eligibility	
(i)	<p>Bidder must have successfully completed at least 1 Similar Work in the past.</p> <p>Similar Work shall include the projects involving deployment, operation & management of IT-based ticketing service and visitor access control for an event/ monument/ museum/ sports events/ fair & festivals/ pilgrim site, etc.</p>	<ul style="list-style-type: none"> • Details of eligible completed Similar Works in the format specified in Bid Forms along with supporting documents/ evidences including work order/ purchase order, completion certificate from the client.

2.3. General Condition for Bidders

- 2.3.1. Bidder shall be required to submit its Bid containing all details, documents as required in **Bid Forms (Technical Bid Forms and Financial Bid Form)**.
- 2.3.2. A Bidder shall, in the last 3 years, have neither failed to perform 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, nor been expelled from any project or contract nor have had any contract terminated for breach by such bidder.
- 2.3.3. 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. The Events of Conflict of Interest of a Bidder are given in Clause 6.2.
- 2.3.4. Authority reserves the right to contact the Bidder, their bankers, their consultants, their clients and other such sources for verifying the information, references and data submitted by the Bidder in the Bid including the supporting documents/evidences/ certificates submitted by the Bidder(s) as required in the Bid, without further reference to the Bidder(s).
- 2.3.5. Failure by the Bidder to provide all requisite information in the Bid or additional information required by the Authority shall be at the Bidders' sole risk and cost and may impact evaluation of the Technical Bid and/or Financial Bid besides leading to rejection of Bid as being non-responsive.
- 2.3.6. The Authority shall be fully entitled to disqualify any Bidder from Bidding Process for any reasons whatsoever including but not limited to the following:

- a) failure to submit the supplementary information and additional documents, based on which bidder has claimed Financial Eligibility/Technical Eligibility, within the required timeframe sought by the Authority for evaluation of the Bid;
 - b) wilful misrepresentation in any document submitted by the Bidder;
 - c) if a Bidder submits more than one Bid;
 - d) the information submitted, concerning the qualifications of the Bidder, was false or constituted a misrepresentation or was materially inaccurate or incomplete;
 - e) If a Bidder submits a non-responsive or qualified or conditional Bid;
 - f) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 5 of this RFP document;
 - g) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP document and as extended by the Bidder from time to time;
 - h) Any other conditions for which forfeiture of Bid Security has been provided under this RFP.
- 2.3.7. In the event Authority disqualifies any Bidder under Clause 2.3.6 (b) to (h) to hereinabove, the Authority may forfeit the Bid Security of such disqualified Bidder.
- 2.3.8. Any attempts or efforts by a Bidder to influence the processing or evaluation of Bids or decision-making process of the Authority or any officer, agent or advisor thereof, may result in the rejection of such Bidder's Bid. In the event of rejection of Bid in pursuance of this provision, the Bid Security of the concerned Bidder shall be forfeited by the Authority at its sole discretion and the Bidder shall not be entitled to lodge any claims in this regard.
- 2.3.9. Where the Bidder is Consortium Bidder, it shall comply with the following additional requirements:
- a) The Bid shall contain the information related for each member of the Consortium.
 - b) Maximum number of members in a Consortium shall not be more than 2.
 - c) A Bidder who is member of a Consortium Bidder shall not submit its Bid either as Single Entity Bidder or member of any other Consortium Bidder.
 - d) Bid shall be signed by the duly authorised signatory of the Lead Member and shall be legally binding on all members of the Consortium.
 - e) Members of the Consortium Bidder shall enter into a Joint Bidding Agreement/Memorandum of Understanding (MOU) as per the format specified in Bid Forms for the purpose of submission of their Bid. The Bid shall contain information about each member of the Consortium and provide additional information whenever asked for.
 - f) Members of the Consortium shall nominate one member as the Lead Member (the "**Lead Member**"). Lead Member shall have an equity shareholding of at least 51% of the subscribed and paid-up equity of the Special Purpose Vehicle (the "**SPV**") throughout the BOT Period. Other member of the Consortium shall hold at least 33% of the subscribed and paid-up equity share capital of the SPV. The nomination (s) shall be supported by a Power of Attorney, as per the format specified in Bid Forms, signed by all the other members of the Consortium. In case of breach of any of the conditions above, without prior approval of Authority, Authority shall be entitled to terminate the

Contract Agreement begin the termination procedures considering it as Selected Bidder/Authorisee's Event of Default.

- g) In case the Project awarded, the Consortium Bidder shall be required to form Special Purpose Vehicle/Company (SPV/SPC) under Companies Act 2013 and maintain equity shareholding as committed in the Joint Bidding Document.

2.3.10. In case the project is awarded to a Single Entity Bidder, formation of Special Purpose Vehicle/Company (SPV/SPC) shall not be necessary.

2.4. Payments/Fees with the Bid

2.4.1. In terms of this RFP document, a Bidder shall be required to submit the following for RISL Processing Fee, Tender Fee and Bid Security along with submission of its online Bid at www.uktenders.gov.in.

Description Fee	Amount	Mode of Payment and Payable to
Tender Fee (non-refundable)	Rs. 5,900/- (Rs. 5,000+GST i.e. 18%)	Demand Draft of in favour of Managing Director, Garhwal Mandal Vikas Nigam Limited, Payable at Dehradun
Bid Security (Earnest Money Deposit)	Rs. 5,00,000/-	Demand Draft of in favour of Managing Director, Garhwal Mandal Vikas Nigam Limited, Payable at Dehradun

2.4.2. Scanned copy of the Demand Drafts (DDs) for above payments/fee shall be uploaded on www.uktenders.gov.in along with the submission of Technical Bid. Original Demand Drafts shall be submitted physically to the Authority on date, time and venue as given in Schedule of Bidding Process at Clause 1.4.

2.4.3. The Bid shall be summarily rejected if it is not accompanied by Tender Fee and Bid Security.

2.4.4. Concession/exemption to the Bid Security (EMD), if applicable, shall only be allowed, if recent valid certificate (MSMED registration) regarding this is submitted along with the Bid.

2.4.5. Bid Security of Ineligible Bidder(s) shall be returned by the Authority without any interest as promptly as possible after signing of Contract Agreement with the selected Bidder or when the Bidding process is cancelled by the Authority.

2.4.6. The Bid Security of the Selected Bidder shall be released without any interest on receipt of Performance Security from it, in accordance with the provisions of the LOA/ Draft Contract Agreement.

2.4.7. The Bid Security shall be forfeited by the Authority, at its sole discretion in the following cases:

- a) if the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
- b) the Bidder withdraws/modifies/substitutes its Bid during Bid Validity Period, including any extension thereof;
- c) in case of a Selected Bidder, if it fails to sign the Contract Agreement or fails to furnish the required Performance Security to the Authority within the time specified herein and in the Letter of Award (LOA) or fails to sign and return a duplicate copy of the LOA with its acknowledgement within 07 days of issue thereof;

- d) in case the Bid of the Bidder is determined as being non-responsive due to its being **“Conditional”** or for any other reason, in the opinion of Authority;
 - e) if the Bidder refuses to accept the correction of errors in its Bid;
 - f) any other conditions, with respect to the Bidder as well as the Selected Bidder, for which forfeiture of Bid Security has been provided under this RFP.
- 2.4.8. The Authority shall return the Bid Security after the earliest of the following events, namely:
- a) the expiry of Bid Validity Period; or
 - b) the execution of Contract Agreement with the selected Bidder; or
 - c) the cancellation/termination of Bidding Process for any reason whatsoever.

2.5. Bid Validity Period

2.5.1. The Bid shall remain valid for a period not less than 90 days from the Bid Due Date (the **“Bid Validity Period”**). Authority reserves the right to reject any Bid which does not meet this requirement.

2.5.2. Extension of Bid Validity Period

- a) Prior to the expiry of Bid Validity Period, the Authority, may request Bidders to extend the period of validity of their Bids for specified additional period. The request for extension shall be made in writing. A Bidder’s refusal for such extension shall be treated as withdrawal of the Bid and in such circumstance the Bid Security shall be returned to the Bidder.
- b) Bidders who agree for extension of Bid Validity Period, shall be required to extend the validity of their Bid Security/ or provide fresh Bid Security (as applicable) in conformity with this Clause.
- c) When an extension of the Bid Validity Period is requested, Bidder(s) shall not be permitted to change the terms and conditions of their Bid(s).

2.6. Number of Bids and Cost thereof

2.6.1. No Bidder shall submit more than 1 Bid for the Project in response to the RFP document. Any Bidder who submits more than 1 Bid for the same Project shall be disqualified.

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

2.7. Visit to the Project Site and Verification of Information

2.7.1. **Bidders must visit the Auli Ropeway System and Auli Chair Lift System and ascertain themselves for the site conditions, location, surrounding, climate, access to the site, proposed project framework & planning, etc. before preparation and submission of their Bid. Such visit shall be carried out by the Bidders at their own cost, risk and responsibility. Authority shall not be liable for such costs, regardless of the outcome of the Bidding Process. Interested entities may contact the following for permission and scheduling the site visit:**

Managing Director
Garhwal Mandal Vikas Nigam Limited
74/1, Rajpur Road, **Dehradun** – 248001 (Uttarakhand)
Phone: 0135-2746817, 2749308

- 2.7.2. The Bidder or any of its authorised representatives shall be granted permission to visit the Project Site by the Authority, upon receipt of a written request well in advance to the proposed date of visit to the Project Site. However, the permission would be subject to the express condition that the Bidder shall indemnify the Authority from and against all liability in respect of physical injury, loss of or damage to property and any other loss, costs and expenses whatsoever caused in carrying out such visits.

2.8. Acknowledgement by Bidder

- 2.8.1. It shall be deemed that by submitting the Bid, the Bidder has:
- a) made a complete and careful examination of the RFP document
 - b) accepted the risk of inadequacy, errors or mistake in the information provided in the RFP document or furnished by or on behalf of Authority relating to any of the matters referred to in Clause 2.8.1 herein; and
 - c) agreed to be bound by the undertakings provided by it under and in terms hereof
- 2.8.2. 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 the RFP document or the Bidding Process, including any error or mistake therein or for any information or data given by the Authority.

2.9. Right to Accept or Reject any or all Bids

- 2.9.1. Notwithstanding anything contained in this RFP document, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligations for such acceptance, rejection, or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all the participating Bidders to submit fresh Bids hereunder.
- 2.9.2. The Authority reserves the right to reject any Bid if:
- a) at any time, a material misrepresentation is made or uncovered, or
 - b) Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Bidder for evaluation of the Bidder.
 - c) Any other reason found suitable as per the Management of GMVN

In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof including any of the Eligibility Criteria conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any material incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Selected Bidder either by issue of Letter of Award (LOA) or entering into the Contract Agreement, and if the Bidder has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained herein or in this RFP document, be liable to be terminated, by communication in writing by the Authority to the

Bidder, without Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP document and the Draft Contract Agreement or under applicable law. In such case, the Authority shall have right to forfeit the Bid Security/ or the Performance Security, as the case may be, or any other sum of the Selected Bidder available with the Authority. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP document any time after the submission by the Bidder and till the subsistence of the Contract Agreement. 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.

2.10. Communication between the Bidders and the Authority

- 2.10.1. All communications to the Authority, in the context of this RFP document and related issues, unless specified otherwise, shall be addressed to;

Managing Director
Garhwal Mandal Vikas Nigam Limited
74/1, Rajpur Road, **Dehradun** – 248001 (Uttarakhand)
Phone: 0135-2746817, 2749308

- 2.10.2. All communications to the Bidders shall be sent to the designated person/representative of the prospective Bidder at the address mentioned in the covering/forwarding letter of its Bid, as addressed to the Authority unless the Authority is advised otherwise by the concerned prospective Bidder.
- 2.10.3. The Authority shall not entertain or enter into any correspondence (written or oral) with the Bidders except where the Authority seeks clarification from prospective Bidder or where a prospective Bidder seeks clarification from the Authority in writing before submission of Bid, whereupon the Authority may provide written clarifications.

B. RFP Document

2.11. Availability of RFP Document

- 2.11.1. The RFP document (in PDF format) shall be available on www.gmvnonline.com, www.uktenders.gov.in and GMVN portal during the period mentioned in Schedule of Bidding Process at Clause 1.4.
- 2.11.2. Prospective Bidders can download the RFP document from the above websites but shall be required to remit the cost of RFP document (Tender Fee) in the manner and form as prescribed in Clause 2.4.

2.12. Pre-bid Meeting and Clarifications by the Authority

- 2.12.1. A Pre-Bid Conference shall be held on the date, time and venue mentioned in Clause 1.4 (Schedule of Bidding Process) to clarify and discuss any provisions or requirements related to this RFP document. All interested parties can participate in the Pre-Bid Conference.
- 2.12.2. All queries to be raised at the Pre-Bid Conference shall be submitted to the Authority in writing at least 1 day before the scheduled date of Pre-Bid Conference. Written queries shall be submitted at the address given in Clause 2.10.1 in the following format:

S. N.	Reference Clause of RFP	Subject/Title	Query/ Clarification Sought

2.12.3. The Authority shall endeavour to respond the written queries received from the prospective Bidders. However, the Authority reserves the right not to respond to any query 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 query or to provide any clarification.

2.12.4. Verbal clarifications and information given by the Authority or its employees or representatives advisors/consultants shall not in any way or manner be binding on the Authority.

2.13. Amendment in the RFP Document

2.13.1. At any time prior to the Bid Due Date, the Authority may for any reason, whether on its own initiative or as a result of a response to written queries, modify the RFP document/extend Bid Due Date by issuing an **"Addendum"**. Any modification of the RFP document shall be made by the Authority exclusively through the issue of Addendum.

2.13.2. Addendum shall be notified on www.uktenders.gov.in and www.gmvnonline.com. Such Addendum shall become part of the RFP document.

C. Preparation & Submission of Bid

2.14. Language of the Bid

2.14.1. The Bid and related documents to the Bid and all correspondence exchanged between Bidder(s) and the Authority shall be in English language. Supporting documents and printed literature furnished by the Bidder(s) in another language shall be accepted provided they are accompanied with accurate translation of the relevant passages in the English language. Supporting materials, which are not translated into English, shall not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.15. Format and Signing of the Bid

2.15.1. The Bidder shall provide all the information sought under this RFP document.

2.15.2. Bidder shall submit their Bids in accordance with the provisions set forth in this RFP document. In order to enable consistency among Bids and to facilitate smooth evaluation by the Authority, some formats in which the Bidders shall provide information/data comprising Bids are given in this RFP document. The Authority shall evaluate only those Bids that are received in the required format complete in all respects and in line with the instructions contained in this RFP document.

2.15.3. The Technical Bid shall be signed and stamped on each page initialed by a person duly authorised to sign on behalf of Bidder holding Power of Attorney, as per the format as

specified in **Bid Forms**. The Technical Bid shall be in PDF format with all pages numbered serially along with an index. The PDF format shall be uploaded on the website as provided in this RFP.

- 2.15.4. The Financial Bid shall be submitted in the format as specified in **Financial Bid Form (BOQ)**
- 2.15.5. Any corrections in the Technical Bid such as interlineations, erasures or overwriting shall be valid only if they are signed and stamped by a person duly authorized to sign on behalf of Bidder.
- 2.15.6. A single stage two-packet (Technical Bid and Financial Bid) system shall be followed for the Bid as outlined below:
- (i) Technical Bid, including Fee details (Tender Fee and Bid Security) in PDF format
 - (ii) Financial Bid in MS-Excel format
- 2.15.7. Technical Bid (the "**Technical Bid**") shall consist of the following documents:

S. N.	Document Type	Document Format
1	Letter of the Bid	as per the format specified at Technical Bid Form-1 (in PDF Format)
2	Tender Fee	Scanned copy of Demand Draft (in PDF Format)
3	Bid Security	Scanned copy of Demand Draft (in PDF format)
4	Details of Bidder <i>(in case of Consortium Bidder, Form to be submitted for each member)</i>	as per the format specified at Technical Bid Form-2 (in PDF format)
5	Certified copy of Certificate of registration/ incorporation as applicable to legal status of the Bidder, copy of bank statement of last 3 years preceding to the Bid Due Date (in case Bidder is a Proprietorship Firm) <i>(in case of Consortium Bidder, documents to be submitted for each member)</i>	Scanned copy of documents (in PDF format)
6	Power of Attorney for Signing Authority	as per the format specified at Technical Bid Form-3 (in PDF format)
7	Self-Declaration – No Blacklisting	as per the format specified at Technical Bid Form-4 (in PDF format)
8	Anti-Collusion Certificate	as per the format specified at Technical Bid Form-5 (in PDF format)
9	Project Undertaking	as per the format specified at Technical Bid Form-6 (in PDF format)
10	Financial Eligibility	as per the format specified at Technical Bid Form-7 (in PDF format)

S. N.	Document Type	Document Format
11	Technical Eligibility	as per the format specified at Technical Bid Form-8 (in PDF format)
12	Affidavit of No Dues towards Government Taxes	as per the format specified at Technical Bid Form-9 (in PDF format)
13	Board Resolution (In case of Consortium Bidder)	as per the format specified at Technical Bid Form-10 (in PDF format)
14	Joint Bidding Agreement/ Memorandum of Understanding between Consortium Members	as per the format specified at Technical Bid Form-11 (in PDF format)
15	Copy of RFP Document sealed and signed by Authorised Signatory of Bidder	PDF Format

2.15.8. Financial Bid (the "**Financial Bid**") shall consist of the following document:

S. N.	Document Type	Document Format
1	Financial Bid	As per as per the format specified at Financial Bid Form (BOQ) (format available at www.uktenders.gov.in)

2.15.9. Financial Bid should not be indicated any place in the Technical Bid, otherwise, the Bid shall be summarily rejected.

2.15.10. Utmost care should be taken to upload the Financial Bid. Any change in the format of Financial Bid file shall render it unfit for bidding. Following step to be followed in submission of Financial Bid:

- (i) Download format of Financial Bid in XLS/XLSX format
- (ii) The same XLS/XLSX file is a password protected file. Don't unprotect the file.
- (iii) Fill '**Bidder's Name**' and quote "**Service Charge Per Ticket**" in the given cells.
- (iv) Validate the above sheet and save file in your computer and upload this duly filled file.

Note:

- It is to be noted that Service charges quoted by the Selected Bidder in its Financials Bid shall be inclusive of GST and other applicable taxes. The GST and other applicable taxes payable on Service Charges shall be paid by Selected Bidder to the statutory authorities as per the prevailing rate and applicable rules.
- While quoting Service Charge in financial bid, the bidder must take into account existing tax structure as on last date of bid submission and later on no claims as issues regarding misinterpretation of tax liability, etc., shall be entertained.
- Service Charge quoted by Bidder in its Financial Bid shall be admissible and considered for evaluation upto to two digits only after decimal.

2.16. Submission of Bid

- 2.16.1. Bid shall be submitted in two separate files i.e. (i) Technical Bid (in PDF format) and (ii) Financial Bid (in MS-Excel format). Technical Bid and Financial Bid shall contain all documents/information as set forth in this RFP document and in the format and manner as detailed in Clauses 2.15.7.
- 2.16.2. Bid shall be submitted/ uploaded online on www.uktenders.gov.in only.
- 2.16.3. To participate in online Bidding Process, Bidders must procure a Digital Signature Certificate as per Information Technology Act, 2000 as amended, using which they can digitally sign their Bids. Bidders can procure the same from any Controller of Certifying Authorities (CCA) approved certifying agency, i.e. TCS, Safecrypt, Ncode etc.
- 2.16.4. Bidders are also advised to refer "Bidders Manual Kit" available at www.uktenders.gov.in for further details about the e-Tendering process.
- 2.16.5. Bid (Technical Bid and Financial Bid) submitted/uploaded on www.uktenders.gov.in shall be digitally signed with DSC of the Authorised Signatory.
- 2.16.6. After submission of Bid on www.uktenders.gov.in the Bidders shall submit original Demand Draft (DD) for Tender Fee and Bid Security (Earnest Money Deposit) as per the date, time and venue mentioned in Schedule of Bidding Process as given at Clause 1.4. Non-submission of the above shall lead to non-acceptance of the Bid submitted/uploaded by the Bidder.

2.17. Last Date of Submission of Bid (Bid Due Date)

- 2.17.1. Bid should be submitted/ uploaded on www.uktenders.gov.in during the period given in Schedule of Bidding Process at Clause 1.4 in the manner and form as detailed in the RFP Document. ***Bidders are requested to upload their Bids well in time so as to avoid 11th hour issues such as slow speed of internet, website hanging/ choking/ slow downloading due to heavy load or any other unforeseen situation.***
- 2.17.2. Authority may at its sole discretion, extend the Bid Due Date by issuing an Addendum.

2.18. Withdrawal, Substitution and Modification of Bids

- 2.18.1. A Bidder may withdraw/substitute/modify its Bid (Technical and/or Financial Bid) as per the instruction/procedure (if available) at www.uktenders.gov.in till Bid Due Date. Bidder shall not be permitted to withdraw/substitute/modify its Bid after Bid Due Date.
- 2.18.2. Bid withdrawn shall not be opened and processed further.

D. Opening of Bids

2.19. Opening of Technical Bid

- 2.19.1. The Authority, in first-part, shall open the Technical Bids on the date and time mentioned in the Schedule of Bidding Process given at Clause 1.4 in the presence of the Bidders or their authorized representatives who choose to attend.
- 2.19.2. All the documents comprising of Technical Bid shall be downloaded from www.uktenders.gov.in only for the Bidders who have submitted the original Demand Draft for Tender Fee and Bid Security as per the date, time and venue mentioned in Schedule of Bidding Process given at Clause 1.4 and in conformity with the provisions set-forth in the RFP document.

- 2.19.3. Any information contained in the Bid shall not in any way be construed as binding on the Authority, its successors or assigns, but shall be binding on the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 2.19.4. 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.
- 2.19.5. If any information furnished by the Bidder is found to be incomplete, or contained in format other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information from evaluating the eligibility of the Bidder.
- 2.19.6. In the event that a Bidder claims credit for eligibility under the Eligibility Criteria, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from admissibility for purposes of the Eligibility Criteria. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with provisions of Clause 2.9.2.

2.20. Confidentiality

- 2.20.1. Information relating to examination, clarification, and recommendation for eligibility/qualification of the Bidder 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 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 Authority or as may be required by law or in connection with any legal process.
- 2.20.2. The Authority shall conduct a preliminary scrutiny of the opened Technical Bids to assess the prima-facie responsiveness and ensure that the:
 - (i) bid is accompanied by relevant document related to Tender Fee and Bid Security;
 - (ii) bid is valid for the period specified in the RFP document;
 - (iii) bid is unconditional and the Bidder has agreed to give the required Performance Security;
 - (iv) other conditions as specified in the RFP document are fulfilled;
 - (v) any other information which the Authority may consider appropriate has been furnished by the Bidder.
- 2.20.3. No Technical Bid shall be rejected at the time of Technical Bid opening except the Bids of the Bidders who have not submitted original Demand Draft for Tender Fee and Bid Security.
- 2.20.4. The Financial Bid shall remain unopened which shall be opened later on a date, time and venue to be intimated to the Bidders who qualify in the evaluation of Technical Bids.

2.21. Tests of Responsiveness

- 2.21.1. Prior to evaluation of Bids, Authority shall determine whether each Bid is responsive to the requirements of the RFP Document. A Bid shall be considered responsive only if:
 - a) It is received as per the formats specified in Clauses 2.15.7;

- b) It is received by the Bid Due Date including any extensions thereof in pursuant to Clause 2.17;
 - c) it is signed and submitted in accordance with Clauses 2.15 and 2.16;
 - d) it is accompanied by the Power of Attorney in the format as specified at Technical Bid Form-3;
 - e) it contains all the information and documents (complete in all respects) as requested in this RFP document;
 - f) it contains information in formats same as those specified in this RFP document;
 - g) it does not contain any condition or qualification; and
 - h) it is not non-responsive in terms hereof.
- 2.21.2. The Authority reserves the right to reject any 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.

2.22. Clarifications by the Bidders

- 2.22.1. To facilitate evaluation of Bids, Authority may, at its discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.22.2. If a Bidder does not provide clarifications sought under Clause 2.22.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bidder does not provide the clarifications within the stipulated time, Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of Authority.

2.23. Qualification of Bidders and Notification

- 2.23.1. After evaluation of the Technical Bids in first-part, Authority would announce a list of **"Eligible Bidders"** whose Financial Bids will be opened in the second part.
- 2.23.2. Authority shall upload the result of evaluation of Technical Bids on www.uktenders.gov.in and notify each Bidder whether it has been qualified or disqualified in the evaluation of Technical Bid.
- 2.23.3. Authority shall also notify about the date, time and venue of opening of Financial Bids on www.uktenders.gov.in.

2.24. Opening of Financial Bids

- 2.24.1. In the second part, the Financial Bids of only Eligible Bidders shall be opened who shall be informed about the venue, date and time of opening of Financial Bids.
- 2.24.2. The Financial Bids of only Eligible Bidders shall be downloaded from www.uktenders.gov.in and opened in the presence of representatives of the Eligible Bidders, who choose to attend.

2.25. Proprietary data

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

2.25.2. 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. Authority will not return any Bid or any information provided therewith.

2.26. Correspondence with the Bidder

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

3. CRITERIA FOR EVALUATION

3.1. Technical Bids

- 3.1.1. In first part, the Authority shall carry out a detailed evaluation of the Technical Bid in order to determine whether the Technical Bid is in accordance with the requirements set forth in the RFP.
- 3.1.2. Bidders who meet the Minimum Eligibility Criteria set forth in Clause 2.2 shall be termed as **"Eligible Bidders"**.
- 3.1.3. Bidders who do not meet the Minimum Eligibility Criteria set forth in Clause 2.2 shall be termed as **"Ineligible Bidders"**.
- 3.1.4. The Authority shall upload the result of Technical Bid Evaluation on www.uktenders.gov.in.
- 3.1.5. The Authority shall also notify about the date, time and venue of opening of Financial Bids of Eligible Bidders on www.uktenders.gov.in

3.2. Financial Bids

- 3.2.1. In second part, the Authority shall examine and compare the Financial Bids submitted by the Eligible Bidders, taking into account the following factors:
 - a) Overall, completeness and compliance as per the instructions given in this RFP Document.
 - b) The Financial Bid that does not meet minimum acceptable standards of completeness, consistency and detail as required by RFP document shall be rejected for non-responsiveness.
 - c) Conditional Bids are liable to be rejected.
- 3.2.2. Bids are invited for the Project on the basis of service charge (in rupees) on each ticket sold (irrespective of ticket price) to be quoted by Bidders in their Financial Bids for the entire BOT Period. Bidder quoting the lowest Service Charge (in rupees) shall be successful Bidder. Services Charge quoted by Bidder shall be inclusive of GST and all other applicable taxes, cess, levies, etc. No escalation shall be provided for Service Charge during the entire course of Project (BOT Period).
- 3.2.3. Service Charge quoted by Bidder in its Financial Bid shall be admissible and considered for evaluation upto to two digits only after decimal.
- 3.2.4. After opening, Financial Bids shall be ranked on the basis of Service Charge quoted by Bidders in their Financial Bid. Bidder quoting the lowest Service Charge shall be ranked as Lowest Bidder (L1) other Bidders in ascending order (e.g. L2, L3, L4, etc. on the basis of lowest to highest Service Charge).
- 3.2.5. Bidder quoting the Lowest Service Charge (L1 Bidder) shall be finally selected and adjudged as the successful Bidder.
- 3.2.6. Service Charges shall be paid by GMVN to the Selected Bidder on monthly basis based on the bill/ invoice submitted to GMVN within 15 days of completion of a month. Total Service Charges (inclusive of GST & other taxes) to be paid by GMVN for a month shall be calculated as given below:

"Number of Tickets Sold in a Month X (Multiply by) Service Charge Per Ticket"

- 3.2.7. Payment of Service Charge by GMVN to the Selected Bidder shall be subject to Tax Deduction at Source (TDS), Labour Cess, any other deduction as per order of Central/State Govt.
- 3.2.8. After selection, a Letter of Award (the "**LOA**") shall be issued by the Authority to the Lowest Bidder/Selected Bidder who shall, within 7 days of receipt of the LOA, sign and return the copy of the LOA in acknowledgement thereof. In the event copy of the LOA duly signed by the Selected Bidder is not received by stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA on account of failure of the Selected Bidder to acknowledge the LOA and appropriate the Bid Security of such Bidder as damages.
- 3.2.9. After acknowledgement of the LOA as aforesaid by the Lowest Bidder/Selected Bidder, it shall cause the Selected Bidder to submit the Performance Security as specified in Clause 4.1. within 10 days of issuance of LOA and shall be required to execute Contract Agreement within 10 days of issuance of LOA. Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract Agreement.
- 3.2.10. In case two or more Bidders have quoted the same amount of Service Charge, then the bidder having highest average turnover in the last three years will be selected.
- 3.2.11. In the event that Lowest Bidder (L1 Bidder) withdraws for any reason, GMVN shall invite the remaining Bidders in order of their Financial Bid (L2, L3, L4,) to match the Financial Bid of L1 Bidder.
- 3.2.12. In the event no Bidder offers to match the Financial Bid of Lowest Bidder (L1) or agree on a negotiated Service Charge, the Authority in its discretion, may annul the bidding process and invite fresh bids for the Project.
- 3.2.13. In case, the Contract Agreement is not executed within 10 days, for reasons attributable to the Lowest Bidder/ Selected Bidder, the Authority reserves the right to cancel the LOA and appropriate/ forfeit the Bid Security/ Performance Security, as the case may be.

4. OTHERS

4.1. Performance Security

- 4.1.1. For securing the due and punctual performance of its obligations under the Contract Agreement, the Selected Bidder shall, within 7 days of issue of LOA by the Authority, an irrevocable and unconditional bank guarantee for an amount of Rs.10.00 lac (Rupees ten lac only) issued from scheduled bank in favour of "**Managing Director, Garhwal Mandal Vikas Nigam Limited**" payable at Dehradun in the form set forth in Draft Contract Agreement (the "**Performance Security**"). Performance security may be submitted in the form of Demand draft or FDR also.
- 4.1.2. Performance Security shall remain valid upto 60 days beyond the expiry of BOT Period (including extended period, if any).
- 4.1.3. Amount of Performance Security shall be increased every year with 10% on compounding basis for which Selected Bidder shall be required to replenish the existing Performance Security with the increased amount or provide Performance Security of increased amount before 15 days of expiry of original Performance Security. Additional Performance Security of increased amount shall remain valid upto the date of validity of original Performance Security.
- 4.1.4. No interest shall be payable on Performance Security. GMVN shall release/refund the Performance Security to Selected Bidder upon expiry of BOT Period subject to deduction of any amount payable by Selected Bidder to GMVN.

5. FRAUD AND CORRUPT PRACTICES

5.1. Fraud and Corrupt Practices

- 5.1.1. Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, Authority may reject a Bid without being liable in any manner whatsoever to the Bid if it determines that the Bid 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.
- 5.1.2. Without prejudice to the rights of Authority under Clause 5.1.1 hereinabove, if a Bid is found by 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, such Bidder shall not be eligible to participate in any RFP issued by during a period of 3 years from the date such Bidder is found by 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, as the case may be.
- 5.1.3. For the purposes of this Clause 5, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of 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 Contract 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 Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Contract Agreement, who at any time has been or is a legal, financial or technical advisor of Authority in relation to any matter concerning the Project;
 - 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 (i) establishing contact with any person connected with or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) 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.

6. MISCELLANEOUS

6.1. Miscellaneous

- 6.1.1. The Bidding Process shall be governed by, and construed in accordance with, the Uttarakhand Procurement Rules 2017 and the Courts at Dehradun (Uttarakhand) shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.1.2. Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend 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) qualify or not to qualify any Bidder and/ or to consult any Bidder in order to receive clarification or further information; retain any information and/ or evidence submitted to Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - 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.
- 6.1.3. It shall be deemed that by submitting the Bid, the Bidder agrees and indemnifies Authority, its employees, project management consultant, 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 and the RFP document, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

6.2. Conflict of Interest

- 6.2.1. A Conflict of Interest for Authority or its personnel and Bidders is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations
- 6.2.2. The situations in which the Authority or its personnel may be considered to be in Conflict of Interest includes, but not limited to, following:-
- a) A Conflict of Interest occurs when Authority's personnel's private interests, such as outside professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official.
 - b) Within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other outside activities and affiliations while in the service of, employment after retirement from Authority's service or the receipt of a gift that may place Authority's personnel in a position of obligation.
 - c) A Conflict of Interest also includes the use of Authority's assets, including human, financial and material assets, or the use of Authority's office or knowledge gained from

official functions for private gain or to prejudice the position of someone Authority's personnel does not favour.

- d) A Conflict of Interest may also arise in situations where Authority's personnel is seen to benefit, directly or indirectly, or allow a third party, including family, friends or someone they favour, to benefit from Authority personnel's actions or decisions.

6.2.3. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:-

- a) they have controlling partners in common;
- b) they receive or have received any direct or indirect subsidy from any of them;
- c) they have the same legal representative for purposes of the Bid;
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;
- e) A Bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a Bidder, in more than one bid; or
- f) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the Bidding Process.

6.3. Prohibition against Collusion amongst Bidder(s)

6.3.1. Each Bidder shall warrant by its Bid that the contents of its Bid have been arrived at independently. Any Bid which has been arrived at through connivance or collusion or pooling amongst two or more Bidder(s) shall be deemed to be invalid and the Bid Security of concerned Bidder(s) shall be forfeited at sole discretion of Authority.

6.4. Interpretation of Documents

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

- (i) The singular of any defined term includes the plural and *vice versa*, and any word or expression defined in the singular has the corresponding meaning used in the plural and *vice versa*;
- (ii) Reference to any gender includes the other gender;
- (iii) Unless otherwise stated, a reference to a Clause, Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP;
- (iv) A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
- (v) The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed;
- (vi) Any reference to a person shall include such person's successors and permitted

- assigns;
- (vii) A reference to a "writing" or "written" includes printing, typing, lithography and other means of reproducing words in a visible form;
 - (viii) Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
 - (ix) A reference to "month" shall mean a calendar month, a reference to "week" shall mean a calendar week and a reference to "day" shall mean a calendar day, unless otherwise specified.
 - (x) The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP. The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified;
 - (xi) In case of any conflict, discrepancy or repugnancy between the provisions of RFP document, provisions of the Contract Agreement shall prevail and supersede the provisions of all other documents;
 - (xii) The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of the Agreement;
 - (xiii) All capitalized words and expressions used in the RFP shall have the meaning as ascribed to them in the RFP. In case the same is not defined in the RFP then they shall have the same meaning as ascribed to them in the Contract Agreement.
 - (xiv) The provisions of Uttarakhand Procurement Rules 2017 shall be applicable for this Bidding Process. Furthermore, in case of any inconsistency in any of the provisions of this RFP Document with the Uttarakhand Procurement Rules 2017, the later shall prevail.

Bid Forms

Technical Bid Form-1: Letter of the Bid

Ref.

Dated:

Managing Director
Garhwal Mandal Vikas Nigam Limited
74/1, Rajpur Road, Dehradun – 248001 (Uttarakhand)
Phone: 0135-2746817, 2749308

Sub:- RFP for Design, Supply, Installation, Commissioning and Operationalizing of Web-based and On-Site Integrated IT-enabled Ticketing System and RFID-based Access Control System at Auli Ropeway on Build, Operate, and Transfer (BOT) Model

Dear Sir,

Being duly authorized to represent and act on behalf of _____ (hereinafter referred as the "**Bidder**"), and having reviewed and fully understood all of the eligibility requirements and information provided, the undersigned hereby expresses its interest and apply for eligibility for the Project mentioned in subject line.

We are enclosing our Bid with the details as per the requirements of the RFP Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Bid are complete, true and correct in every detail.

We confirm that our Bid is valid for a period of 90 days from the due/last date of submission of Bid (Bid Due Date) and our Technical Bid and Financial Bid are unconditional.

We hereby also confirm the following:

1. The Bid is being submitted by -----(mention name of Single Entity Bidder/Lead Member in case of Consortium Bidder) comprising ----- (mention name of members of Consortium Bidder) in accordance with the conditions stipulated in the RFP Document.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP document issued by Garhwal Mandal Vikas Nigam Limited ("**Authority**" or "**GMVN**") and in any subsequent communication sent by it. We further confirm that we have examined and have no reservations to the RFP document, including Addendum/ issued vide dated..... We understand that the Addendum shall form an integral part of the RFP document.
3. We acknowledge and confirm that we have undertaken a due diligence audit of all aspects of the Project, including legal due diligence, Contractor's obligation to implement the Project and on the basis of its independent satisfaction hereby agree to undertake the Project in accordance with the terms and conditions of this RFP document.
4. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP document or in any of the subsequent communications from Authority.
5. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the RFP document, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

6. We agree to submit Bank Guarantee for a sum of Rs. ----- as Performance Security on being identified as Selected Bidder as per terms and conditions of RFP document.
7. In the event of our Bid being accepted, we agree to enter into the Contract Agreement within the stipulated period of 10 days from the date of issue of LOA with the Authority for exclusive implementation, incorporating the conditions of the Bid including the Draft Contract Agreement thereto annexed and written acceptance thereof.
8. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare this Bid and as applicable for implementation of the Project in the event that we are finally selected.
9. Our Financial Bid is inclusive of GST and all applicable taxes, duties, cess, surcharges, levies, etc. We agree to pay all applicable taxes for all the payments to be made by GMVN to Selected Bidder under the Contract Agreement.
10. We confirm that all the terms and conditions of the Bid are firm and valid for acceptance for a period of 90 days from the Bid Due Date.

Thanking You,

Yours faithfully,

For and on behalf of : ----- (Name of Single Entity Bidder/ Lead Member in case of Consortium Bidder and Bidder's seal)

Signature : -----(Authorised Signatory)

Name of the Person :-----

Designation :-----

Seal of the Bidder :-----

Date :-----

Place :-----

Technical Bid Form-2: Details of the Bidder

(to be filled by Single Entity Bidder and each member in case of Consortium Bidder)

1	Category of Bidder (Single Entity Bidder/ Consortium Bidder)	
2	Name of Bidder (mention name of Single Entity Bidder/ Lead & other members in case of Consortium Bidder)	
4	Legal Status of Bidder	
5	Date of Incorporation/Registration	
6	Address of Bidder	
7	Brief Description of Bidder's Organisation a) Ownership Structure b) Background of Promoters c) Management Structure	
9	Particulars of Authorised Signatory	Name: Designation: Address: Telephone: Fax: E-mail:
10	Bank Details of Bidder	Name of Account Holder: Account No: Account Type: Branch: IFSC Code:

Note:

- a) In case of Consortium Bidder, the above format shall be submitted by each member of the Consortium Bidder.
- b) Bidder shall also submit certified copy of certificate of registration/ incorporation as applicable to legal status of the Bidder and other details viz. GST registration number, PAN number and EPF registration number duly signed by Authorised Signatory with Bidder's seal.
- c) Copy of bank statement for last 3 years (certified by Bank) preceding to the Bid Due Date in case the Bidder is a proprietorship firm.

For and on behalf of : ----- (Name of Single Entity Bidder/ Lead Member in case of a Consortium Bidder and Bidder's seal)

Signature : -----(Authorised Signatory)

Name of the Person :-----

Designation :-----

Seal of the Bidder :-----

Date :-----

Place :-----

Technical Bid Form-3: Power of Attorney for Signing Authority

(to be submitted by Single Entity Bidder/Lead Member in Case of Consortium Bidder on Non-Judicial Stamp Paper of Requisite Value as per Prevalent Stamp Duty (not less than Rs.100/-))

Know all men by these presents, We ----- (name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name), ----- who is presently employed with us, -----, name Bidder, and holding the position of -----, as our true and lawful attorney (hereinafter referred as the "Authorized Signatory") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for Design, Supply, Installation, Commissioning and Operationalizing of Web-based and On-Site Integrated IT-enabled Ticketing System and RFID-based Access Control System at Auli Ropeway on Build, Operate, and Transfer (BOT) Model ("Project") issued by Garhwal Mandal Vikas Nigam Limited ("Authority" OR "GMVN") including but not limited to signing and submission of all Bids, Bids and other documents and writings, providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract 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 the Contract Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Authorized Signatory pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, -----, THE ABOVE NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2021

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarized)

Accepted

(Signature)

(Name, Title and Address of the Authorized Signatory)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' 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.

Technical Bid Form-4: Self Declaration – No Blacklisting

(to be submitted by Single Entity Bidder/Each Member in Case of Consortium Bidder on Non-Judicial Stamp Paper of Requisite Value as per Prevalent Stamp Duty (not less than Rs.100/-))

We hereby declare that presently the ----- (name of Bidder), at the time of bidding:

- a) is competent to get into a contract as per the provisions of Indian Contract Act, 1872.
- b) possesses the necessary professional, technical, financial and managerial resources and competence required by the RFP document issued by Garhwal Mandal Vikas Nigam Limited (the "Authority" OR "GMVN").
- c) has fulfilled its obligations to pay such of the taxes payable to Government of India and the State Government or any local authority as specified in the RFP document.
- d) is having unblemished record and is not declared Ineligible for corrupt & fraudulent practices and is not barred either indefinitely or for a particular period of time by any State/ Central Government/ Union Territory (UT)/ Public Sector Undertaking (PSU).
- e) is not barred under the provisions of Uttarakhand Procurement Rules 2017 from participating in Bidding Process.
- f) does not have any previous transgressions with any entity in India or any other country during the last 3 years.
- g) does not have any debarment by any other procuring entity.
- h) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons.
- i) does not have, and our directors/officers/office bearers (*wherever applicable*) not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of 3 years preceding to the Bid Due Date, or not have been otherwise disqualified pursuant to debarment proceedings.
- j) does not have a conflict of interest as mentioned in the RFP Document which materially affect the fair competition.
- k) will comply with the code of integrity as specified in the RFP document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, our Bid Security/ Performance Security may be forfeited in full and our Bid, to the extent accepted, may be cancelled.

Thanking You,

For and on behalf of : -----(name of the Single Entity Bidder/ member in case of Consortium Bidder)

Signature : -----(Authorised Signatory)

Name of the Person : -----

Designation : -----

Seal of the Bidder : -----

Date : -----

Place : -----

Technical Bid Form-5: Anti-Collusion Certificate

(to be submitted by Single Entity Bidder/Each Member in Case of Consortium Bidder)

We hereby certify and confirm that in the preparation and submission of this Bid in response to the RFP issued by Garhwal Mandal Vikas Nigam Limited, Jaipur (the "**Authority**" OR "**GMVN**") for Design, Supply, Installation, Commissioning and Operationalizing of Web-based and On-Site Integrated IT-enabled Ticketing System and RFID-based Access Control System at Auli Ropeway on Build, Operate, and Transfer (BOT) Model (the "**Project**") 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 paid nor shall offer nor pay, directly or indirectly, any illegal gratifications, in cash or kind, to any person or agency in connection with the Bid.

Date this.....Day of2021

For and on behalf of : -----(name of the Single Entity Bidder/ each member in case of Consortium Bidder)

Signature : -----(Authorised Signatory)

Name of the Person :-----

Designation :-----

Seal of the Bidder : -----

Date : -----

Place : -----

Technical Bid Form-6: Project Undertaking

(to be submitted by Single Entity Bidder/Each Member in Case of Consortium Bidder)

Ref.

Dated:

Managing Director
Garhwal Mandal Vikas Nigam Limited
74/1, Rajpur Road, Dehradun – 248001 (Uttarakhand)
Phone: 0135-2746817, 2749308

Sub:- RFP for Design, Supply, Installation, Commissioning and Operationalizing of Web-based and On-Site Integrated IT-enabled Ticketing System and RFID-based Access Control System at Auli Ropeway on Build, Operate, and Transfer (BOT) Model

We have read and understood the RFP for the project mentioned in the above subject line, issued by Garhwal Mandal Vikas Nigam Limited "**Authority**" OR "**GMVN**"). We hereby agree and undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects and we agree to the terms of the RFP document including the Draft Contract Agreement.

For and on behalf of : -----(name of the Single Entity Bidder/ each member in case of Consortium Bidder)

Signature : -----(Authorised Signatory)

Name of the Person :-----

Designation : -----

Seal of the Bidder : -----

Date : -----

Place : -----

Technical Bid Form-7: Financial Eligibility (Certificate of Net Worth and Annual Turnover)

(to be submitted by Single Entity Bidder/Each Member in Case of Consortium Bidder)

Net worth		Annual Turnover	
As on	Amount (Rs.)	Financial Year	Amount (Rs.)
March 31, 2018		FY 2017-18	
March 31, 2019		FY 2018-19	
March 31, 2020		FY 2019-20	

This is to certify that the information contained above are correct as per the audited financial accounts of the Bidder.

Date:
Place:

(Signature, Name, Designation, Membership Number
of the CA/Authorised Signatory of CA Firm)
Name and Seal of CA/CA Firm
UDIN.....

Note:-

- a) The above Form shall be filled and duly certified by a Chartered Accountant with Unique Document Identification Number (UDIN) on the certificate as per applicable rules. Net Worth shall be calculated as per applicable norms stated by Government of India (GoI) and Government of Uttarakhand (GoUK).
- b) Bidder shall also submit audited financial accounts of FY 2017-18, 2018-19 and 2019-20.

Tech Form-8: Technical Eligibility (Experience of Execution of Similar Works)

(to be submitted separately for each of the Project (Similar Work) claimed under Technical Eligibility by Single Entity Bidder/Each Member in Case of Consortium Bidder)

1	Name of Project (Similar Work) & Location	
2	Project Description	
3	Project Cost (Rs.)	
3	Name of Client	
4	Project Duration (for commissioning of the Project)	Start Date: ----- End Date: -----
5	Status (Completed/ Ongoing)	
6	Copy of Work Order	
7	Copy of Completion Certificate issued by the Client	

Note:-

- a) Bidder shall submit details of the executed Similar Works (as defined in Clause 2.2 of the RFP document) strictly in the above formats along with supporting documents including work order/ purchase order, completion certificate from the client in support of its Technical Eligibility.
- b) Authority reserves the right to contact the Bidder(s), their bankers, their consultants, their clients and other such sources to verify the information, references and data submitted by the Bidder(s) in the Bid including the supporting documents/evidences submitted by Bidder in support of its Technical Eligibility, without further reference to the Bidder(s).

Tech Form-9: Affidavit of No Dues towards Government Taxes

[on non-judicial stamp paper of requisite value as per applicable stamp act and duly attested by Notary Public (to be submitted by each member in case of Consortium Bidder on Non-Judicial Stamp Paper of Requisite Value as per Prevalent Stamp Duty (not less than Rs.100/-))]

Ref.

Dated:

Managing Director
Garhwal Mandal Vikas Nigam Limited
74/1, Rajpur Road, Dehradun – 248001 (Uttarakhand)
Phone: 0135-2746817, 2749308

Sub:- Affidavit of No Dues towards Government taxes

We..... (name and address of Bidder) hereby undertake that there no pending tax liability towards any tax authorities in India (e.g. Income Tax Department, GST, Custom, etc.) as on (mention date).

PAN Card No.	
GST No.	

If this affidavit/undertaking is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, our Bid Security/ Performance Security may be forfeited in full and our Bid, to the extent accepted, may be cancelled.

Thanking You,

For and on behalf of : -----(name of the Single Entity Bidder/ member in case of Consortium Bidder)

Signature : -----(Authorised Signatory)

Name of the Person :

Designation :

Seal of the Bidder :

Date :

Place :

Technical Bid Form-10: Board Resolution for Bidders (in case of Consortium)

(Format for Lead Member)

"RESOLVED THAT approval of Board be and is hereby granted to join Consortium with -----
----- (name and address of the consortium members) for joint submission of bids to Garhwal Mandal Vikas Nigam Limited (GMVN) for Design, Supply, Installation, Commissioning and Operationalizing of Web-based and On-Site Integrated IT-enabled Ticketing System and RFID-based Access Control System at Auli Ropeway on Build, Operate, and Transfer (BOT) Model (the "**Project**")"

"RESOLVED FURTHER THAT the "Draft Memorandum of Understanding" (MoU) to be entered into with the consortium partners (a copy whereof duly initialized by the Chairman is tabled in the meeting) be and is hereby approved."

"RESOLVED FURTHER THAT Mr. -----(name), ----- (designation) be and is hereby authorized to enter into an MoU, on behalf of the ----- (name of Lead Member), with the consortium members and to sign the bidding documents on behalf of the consortium for submission of the bidding documents and execute a power of attorney in favour of ----- (name of Lead Member) as the Lead Member"

(Format for Other Member)

"RESOLVED THAT approval of Board be and is hereby granted to join Consortium with -----
----- (name and address of the Lead member) for joint submission of bids to Garhwal Mandal Vikas Nigam Limited (GMVN) for Design, Supply, Installation, Commissioning and Operationalizing of Web-based and On-Site Integrated IT-enabled Ticketing System and RFID-based Access Control System at Auli Ropeway on Build, Operate, and Transfer (BOT) Model (the "**Project**")"

"RESOLVED FURTHER THAT the "Draft Memorandum of Understanding" (MoU) to be entered into with the consortium partners (a copy whereof duly initialized by the Chairman is tabled in the meeting) be and is hereby approved."

"RESOLVED FURTHER THAT Mr. ----- (name), ----- (designation) be and is hereby authorized to enter into an MoU with the Consortium members and execute a power of attorney in favour of the ----- (name of Lead Member) as the Lead Member"

Technical Bid Form-11: Memorandum of Understanding (MOU) in case of Consortium

(on non-judicial stamp paper of requisite value as per applicable stamp act (not less than Rs.100/-) and duly attested by Notary Public)

This Memorandum of Understanding (MOU) entered into thisday of20 at Among M/s (hereinafter referred to as"..... ") and having registered office atas the Lead Member And M/s (hereinafter referred to as"") and having registered office at as the other member-1 .

. The expressions of ----- (name of lead member) and ---- (name of other members) ----- (which expression shall unless repugnant to the context or meaning thereof mean and indicate its successors and assignees) shall collectively be referred to as **"Consortium"** and individually as "the Member" Whereas the Garhwal Mandal Vikas Nigam Limited (GMVN) has issued Request for Proposal for (name of Project) (the **"Project"**).

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE MEMBERS AGREED AND DECLARED AS FOLLOWS:

That the Members shall jointly submit the Bid for implementation of the said Project as per the terms & conditions, specifications and other obligations as mentioned in the RFP document issued by GMVN. M/s -----(name of lead member) shall be the Lead Member of the consortium for all intents and purpose and shall:

be authorized for all or any of the acts, deeds or things necessary or incidental for submission of the Proposal/Bid, responding to queries and submission of information/ documents, execute and implement (in case the project awarded) the Project as per the terms & conditions, specifications and other obligations as per the Contract Agreement with the Authority with regard to the same on behalf of the consortium and represent the Consortium in its dealing with the Authority and receive instructions for and on behalf of any or all Members of Consortium.

In case the Project is awarded, all members of the consortium shall be jointly and severally liable for the execution and due performance of the contract with GMVN in accordance with the contract terms. All members of the consortium shall be bound by all acts, representations, deeds and things of the lead member with respect to this RFP.

Roles and Responsibilities of Members of Consortium:

Member	Responsibility in Implementation of the Project
Lead Member	
Other Member-1	

All members of the Consortium hereby confirm to carry their respective responsibilities as mentioned in this MoU. Any change in composition of Consortium of a Bidder shall not be permitted during any stage of the Bidding Process and thereafter uptill commissioning/ installation of the Project in case the Project is awarded.

In case a Project is awarded to a Consortium Bidder, then Lead Member of the Consortium shall be required to submit Performance Security as per the terms of RFP Document and Contract Agreement.

This MoU shall be governed in accordance with the laws of India and Indian courts shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein. That this MOU shall remain valid for the period of validity of the Bid submitted by the Consortium Bidder and in case successful, till due performance of the Contract with the Authority for the said Project. In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MOU to be duly executed on the date and year above mentioned.

Signed by Authorised Signatory of:

Lead Member: (Name & Designation) Witness:

- 1.
- 2.

Other Member-1: (Name & Designation) 1.

- 2.

Other Member-2: (Name & Designation) 1.

- 2.

Financial Bid Form (BOQ)

(In the MS Excel format available at www.uktenders.gov.in)

Annexure-1 to RFP document (Scope of Work)

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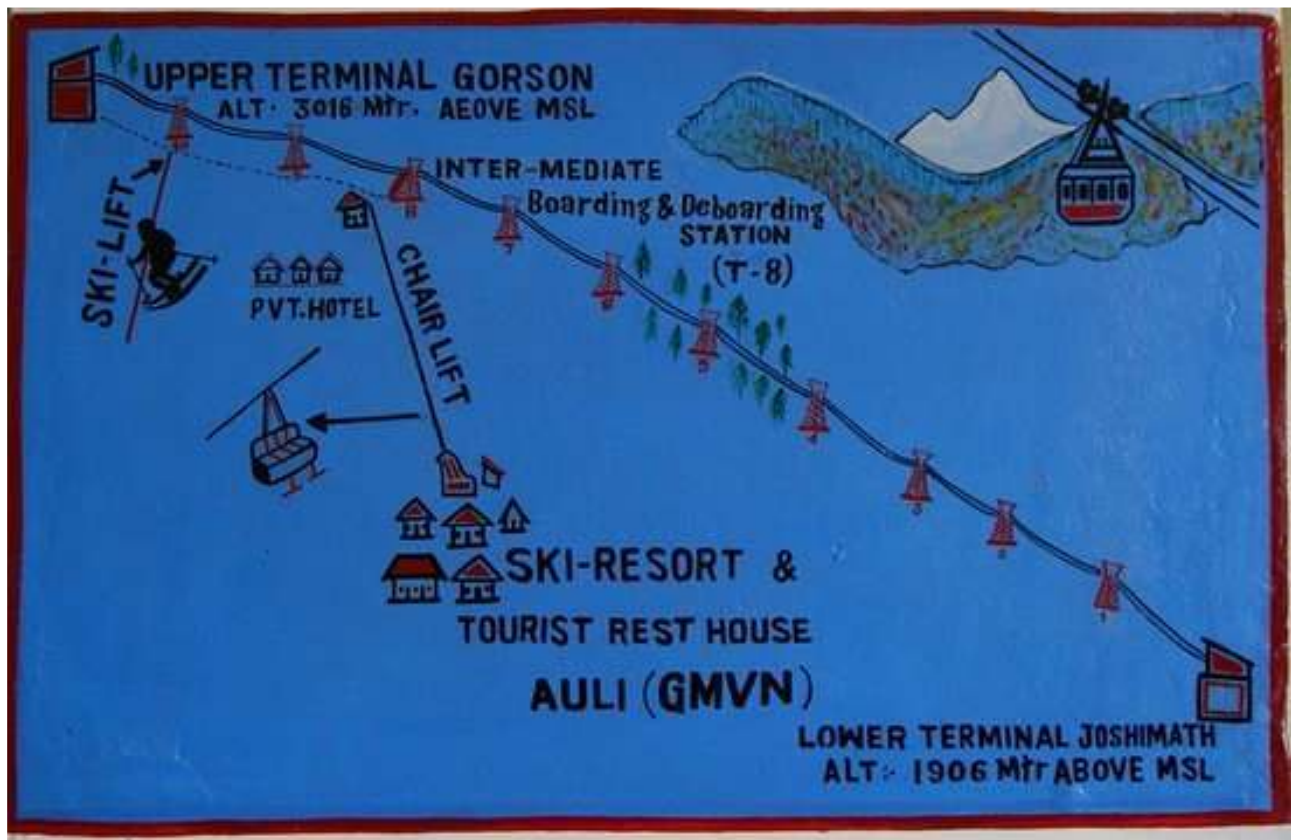
1. Brief Description of Auli Ropeway System

- 1.1. Auli is a world-known hill station in Garhwal region of Uttarakhand State in India. Auli is fondly referred to as a place where nature comes alive in all its glory and splendour. It is rich in natural resources and offers a stunning landscape of the surrounding hills.
- 1.2. Ropeway "**Auli Ropeway**" is the major tourist attraction in Auli offering magnificent and majestic Himalayan views. A highest and longest ropeway in Asia after Gulmarg, Auli cable car covers a distance of 3.96 KM. Auli cable car also called locally as Gondola and connects Auli with Joshimath. Located at 3010 mtrs above sea level, Auli is best skiing and paragliding destination in India receiving large number of tourists.
- 1.3. Auli Ropeway is developed and operated by GMVN. Brief details of Auli Ropeway are given below:

A Joshimath – Auli Gorson Ropeway System		
1	System	A Zig-back, Bi-Cable with Two Cabins
2	Slope Distance	3.96 KM
3	Track Distance	4.15 KM
4	Number of Towers	10 Nos. T-1 (Lower Terminal Point) T-10 (Upper Terminal Point)
5	Altitude of Lower Terminal Point (LTP) Tower-1	1906.3 Meters above MSL
6	Altitude of Upper Terminal Point (LTP) Tower-10	3016.3 Meter above MSL
7	Travel Time	22 Minutes
8	Capacity	25 Passengers (Standing)
9	Speed	3 Meter/Sec (Max)
10	Ticket Price	Rs. 1,000/- Per Trip (from T-1 to T-10 and Back)
B Auli Chair Lift (From GMVN Ski Resort to Skiing Slope of Auli)		
1	System	Mono Cable with 16 Chairs (4 Seated)
2	Slope Distance	778 Meters (Horizontal Distance)
3	Track Distance	800 Meters
4	Number of Towers	6 Nos.

5	Altitude of Lower Terminal Point (LTP)	2704 Meters above MSL
6	Altitude of Upper Terminal Point (LTP)	2908 Meters above MSL
7	Travel Time	5 Minutes
8	Capacity	64 Passengers (Sitting)
9	Speed	3 Meter/Sec (Max)
10	Ticket Price	Rs. 500/- Per Trip (LTP to UTP and back and Vice-versa)

Map – Auli Ropeway and Chair Lift



- 1.4. Auli Ropeway is visited by thousands of visitors every year. A brief of tourist statistics in Auli Ropeway System is given below:

Joshimath – Auli Gorson Ropeway System (Ticket Sales Data)

Month	FY 17-18	FY 18-19	FY 19-20	FY 20-21 (upto Feb 2021)
April	1145	1742	1491	0
May	7059	8372	6189	0
June	5546	8180	9065	0
July	856	911	1139	0
August	1168	631	307	0
September	1883	1736	2444	0
October	3226	4682	5237	903
November	813	3106	2624	1986
December	2922	4721	7519	5750
January	5439	7561	8788	8867
February	2882	4776	5303	4509
March	2747	3379	2802	0
Total	35686	49797	52908	22015

Auli Chair Lift (Ticket Sales Data)

Month	FY 17-18	FY 18-19	FY 19-20	FY 20-21 (upto Feb 2021)
April	2392	2466	3510	0
May	6018	6170	7287	0
June	6309	10726	11777	0
July	932	1293	1690	0
August	1067	1084	1127	0
September	1215	1118	1082	0
October	2559	2690	2837	1250

Month	FY 17-18	FY 18-19	FY 19-20	FY 20-21 (upto Feb 2021)
November	1165	3274	2065	2706
December	6155	9631	9540	12539
January	0	9032	7486	20675
February	826	2070	5526	5009
March	2935	3801	2858	0
Total	31573	53355	56785	42179

2. Brief Description of Project

- 2.1. To enrich experience of tourists, streamlines the processes, increase efficiency & effectiveness of ropeway and chair lift services at Auli Ropeway, Garhwal Mandal Vikas Nigam Limited (Dehradun), a Government of Uttarakhand Enterprise "GMVN" OR "Authority") has decided to Design, Supply, Installation, Commissioning and Operationalizing a Web-based and On-Site Integrated IT-enabled Ticketing System RFID-based Access Control System at Auli Ropeway on Build, Operate, and Transfer (BOT) model ("BOT Period") through a private sector operator to be selected through transparent competitive bidding process [collectively referred as the "Project"]. BOT Period will be as per Uttarakhand Procurement Rules 2017 i.e. initially for 1 year which is extendable for 2 years on the same rate, terms and conditions. Further extension may be given based on mutually agreeable terms & conditions and rates.
- 2.2. Selected Bidder shall be responsible for Design, Supply, Installation, Commissioning and Operationalizing a Web-based and On-Site Integrated IT-enabled Ticketing System RFID-based Access Control System at Auli Ropeway on Build, Operate, and Transfer (BOT) model at its cost and expenses. GMVN shall not bear any capital expenditure (CAPEX) and operational expenditure (OPEX) for the Project.
- 2.3. Project shall include Design, Supply, Installation, Commissioning and Operationalizing of following components by Selected Bidder at its own cost & expenses. Detailed Scope of Works is given in Annexure-1 to RFP document.
- i. IT-based (computerized) ticketing system at multiple points on Auli Ropeway (at Tower-1 and Tower-10) and Auli Chair Lift (at LTP Point and UTP Point) and connected with centralized system/ sever hosted at Information Technology Development Agency (ITDA), of Department of Information Technology, Government of Uttarakhand or server of any certified government agency for transmission of data on real-time basis and remote access of entire system at GMVN head office at Dehradun to view the project data on real-time basis.
 - ii. Development of Web-based Online Ticketing Portal and mobile application to enable users to book tickets online. Website developed by the Selected Bidder shall comply with safety, security and all other applicable norms of Information Technology Act, 2000 as amended.

- iii. RFID-supported Automatic retractable flap Barrier entry/exit gates at multiple points on Auli Ropeway (at Tower-1, Tower-8 and Tower-10) and Auli Chair Lift (LTP Point and UTP Point) to check and monitor the entry/exit of visitors having valid ticket and RFID cards (RFID cards will be issued to all valid ticket holders).
 - iv. PTZ IP cameras at ticket counters and Automatic Retractable Flap Barrier Entry/Exit Gates with provision of remote viewing of video outputs at Auli ropeway main office and GMVN head office
 - v. Robust MIS system for monitoring of the project.
- 2.4. Upon issuance of tickets, each ticket holder shall be issued RFID card *[RFID card shall be tagged with neck lanyard (ribbon) which shall require to be wear by visitors in their neck]*. When visitors will move near to Automatic Retractable Flap Barriers Entry/ Exit, RFID card details will be captured vide radio waves by RFID reader installed on flap barrier entry and information will be sent to system server for validation. After validation by system server, RFID reader will instruct Flap barrier access control to open/ close the gates and information will be sent to system server on real time-basis.
- 2.5. Upon expiry of BOT Period (if not extended) or prior termination of BOT Period, Project (along with all equipments, machinery, hardware & software, license rights of softwares etc.) shall be handed over by Selected Bidder to GMVN without any payment to be made by the GMVN.

3. Project Implementation Format

- 3.1. Project is to be developed on Build-Operate-Transfer (BOT) model. Entire Project shall be developed, operated and managed by the Selected Bidder at its own cost for the entire BOT Period and no investment (CAPEX) and Operational expenditure (OPEX) will be borne by GMVN.

4. BOT Period

- 4.1. BOT Period will be as per Uttarakhand Procurement Rules 2017 i.e. initially for 1 year which is extendable for 2 years on the same rate, terms and conditions. Further extension may be given based on mutually agreeable terms & conditions and rates.

5. Commissioning of Web-based and On-site Integrated, Interactive, end-to-end, IT enabled System

- 5.1. Selected Bidder shall study, design, customize, install, configure, test and commission a state-of-art Web-based and On-site Integrated, Interactive, end-to-end, IT enabled System (the "**System**") integrated with payment gateway/s at its own cost to provide an easy, transparent and secure avenue for visitors to procure tickets for Auli Ropeway, Auli Chair Lift and associated services ("**Ticketing Services**") through web-based, mobile application and Point of Sale (POS) counters connected with a common back-end integrated centralized solution i.e. Integrated IT enabled System server hosted at ITDA or server of any certified government agency and access to GMVN head office. Cost of IT & non-IT infrastructure as may be required at the ITDA or server of any certified government agency for hosting the System shall be borne by Selected Bidder only. GMVN shall not bear any cost and expenses in this respect.

- 5.2. Selected Bidder shall procure, install, configure, commission the IT infrastructure (hardware, software, network equipments, etc.) as well as non-IT infrastructure as may be required to commission Web-based and On-site Integrated IT enabled System and its operation, maintenance and management for the entire BOT Period.
- 5.3. Selected Bidder shall deploy the application, database, related software, integration tools etc. along with customized function and requisite license for the other software and tools as may be required for development, financing, installation, operation, maintenance and management of the Project.

6. Hosting of System

- 6.1. IT-enabled centralized system server to be developed for the Project shall be hosted on the servers of Information Technology Development Agency (ITDA), Department of Information Technology, Government of Uttarakhand or server of any certified government agency.
- 6.2. Authority shall provide/arrange access to ITDA server or server of any certified government agency for hosting the System. However, before this, the Authorisee shall procure a security audit/ safe-to-host certification from CERT-In empanelled agencies for web-based system or licensed/ proprietary software proposed to be hosted by the Authorisee.
- 6.3. Website developed by the Selected Bidder shall comply with safety, security and all other applicable norms of Information Technology Act 2000.
- 6.4. Cost of IT & non-IT infrastructure as may be required at the ITDA or server of any certified government agency for hosting the System shall be borne by Selected Bidder only. GMVN shall not bear any cost and expenses in this respect.
- 6.5. Selected Bidder shall work in close coordination with ITDA or server of any certified government agency staff and assist them in resolving any issues/ problems to facilitate functioning of the System as per the provisions mentioned in this document.
- 6.6. Selected Bidder shall ensure that all data related to the Ticketing Services including transaction data from all channels (web portal, mobile application, POS, any other channel) and access control data through various entry/exit gates is transmitted to centralized system server at ITDA or server of any certified government agency on real-time basis and access of entire system at GMVN head office on real time basis.
- 6.7. Selected Bidder shall ensure that the functionalities integrated to the portal/website/mobile application are optimized for maximum and ever-growing traffic.
- 6.8. Portal/website/mobile application must incorporate a customized feature-rich look & feel and must be robust enough to handle high-volume concurrent site visitation. Website/portal/mobile application must be operating through the common centralized Web-based and On-site Integrated, Interactive, end-to-end, IT enabled out of a stable, secure platform enabling a 24X7 online real-time ticket purchase environment.
- 6.9. Portal/website/mobile application/complete system must have an uptime of 95% from a user accessibility perspective. Portal/website/ mobile application shall have mirror images hosted at alternate servers at geographically dispersed locations to ensure adequate business continuity and disaster recovery capabilities.
- 6.10. Portal/website/mobile application must offer secure real-time credit/debit/net-banking/e-wallet payment facilities, an integrated customer contact and customer relationship management system, shopping cart functionality for more than one purchase, order history and order tracking and multi-level ticket search functionality.

- 6.11. Selected Bidder must comply with industrial best practices for security, encryption, data protection, audit and privacy policies and Reserve Bank of India (RBI) norms as it relates to payment processing. System design must conform to the latest web technologies and Good Industry Practices.

7. Testing, Acceptance and Third Party Audit

7.1. Testing

7.1.1. Functional Testing of the systems shall be carried out to validate whether the system meets the specified functional requirements covering the workflows, navigations, and business and data validation rules for the defined user categories with access rights. Functional testing shall be done following black box approach and using end-to-end user scenarios.

7.1.2. Usability testing shall include systematic observation under controlled conditions to determine how well users can use the system. Systems are likely to be used by users of different levels of computer knowledge. Usability testing shall ensure that the all types of users are comfortable to use the System. This shall be done by using defined international standards, which recommend extensive user interaction and analysis of user behavior for a defined task.

7.1.3. Performance testing of the System shall be done to ensure that system is capable of handling defined user as well as transactional load. Performance testing of the System shall include measuring the response time of the system for defined scenarios. Also the manner/ trend in which performance changes with load shall determine the scalability of the systems.

7.1.4. Security Testing

- a) Selected Bidder shall perform security audit of the system as per the functional requirements and submit recommendations to the Authority.
- b) Selected Bidder shall perform penetration testing and vulnerability testing on the system.
- c) Selected Bidder shall review the rules and policies for network components such as firewall, IDS etc.
- d) Selected Bidder shall review the policy of granting access to the Auli Ropeway System and shall enforce standards for security, safety of data and transactions.
- e) Penetration testing shall be done remotely from the public domain (Internet) and also can be done from internal network to find out exploitable vulnerabilities. A series of tests may be conducted using state-of-the-art tools (commercial and open source) and other techniques shall be used with the objective of unearthing vulnerabilities of the overall system.

7.2. Acceptance Test

7.2.1. Third Party Audit Agency (TPAA) shall include the review of the detailed acceptance test plan in consultation with the Authority.

7.2.2. TPAA shall also include audit of the process, plan and results of the acceptance test carried out by the Selected Bidder. TPAA shall include certification of completion for the Project, for which the TPAA shall verify availability of all the

defined services as per the Scope of Work. Selected Bidder shall be required to demonstrate all the services/features/functionalities as mentioned in this document.

7.3. Audit Requirements

- 7.3.1. Selected Bidder, as per its discretion, may formulate a third party audit mechanism and decide to have a Third Party Audit Agency (TPAA) conduct an audit of the system to review all aspects of the Project and certify compliance with the Contract Agreement before the System is rolled out. Bidder shall provide all necessary support, including setting up the required test environment to the agency for conducting acceptance testing.
- 7.3.2. A Third Party Audit Agency (TPAA or any other agency empanelled with the Government of India (GoI) or Government of Uttarakhand (GoU) in consultation the Authority will be involved by the Selected Bidder to ensure that all requirements are met as per the Contract Agreement and shall need to get the operations certified at a frequency determined by the Authority to a maximum of 1 (one) audit per year. The cost of the audit shall be borne by the Selected Bidder.
- 7.3.3. The following methodology will be adopted by the Selected Bidder
- a) Selected Bidder shall host only the pre-audited and certified, defect-free application/upgrades/patches at centralized system server/ GMVN server/GMVN website as applicable.
 - b) TPAA shall establish appropriate processes for notifying the Selected Bidder of any deviations from the norms, standards or guidelines at the earliest instance, after noticing the same, to enable the Selected Bidder to take corrective action.
 - c) Such an involvement and guidance by the TPAA shall not, however, absolve the Selected Bidder of the fundamental responsibility of designing, implementing, installing, testing and commissioning the various components of the Project to deliver the services in conformity with the provision of Authorisation Agreement.
 - d) All changes suggested by the TPAA shall be implemented by the Selected Bidder upon acceptance and approval by the Authority.
 - e) Selected Bidder shall extend all support to Third Party Audit Agency (TPAA) for all the activities related to audit and certification.
 - f) Selected Bidder shall share with TPAA test plan, test cases and equipment including requisite test environment and test data at its facility for the smooth conduct of testing (including but not limited to functionality testing of online system and POS system security, performance, infrastructure audit etc.) audit and certification.
 - g) After the user acceptance test of the Project and its audit certification by TPAA, Authority shall have the complete discretion to ask the Selected Bidder to rollout the System/ hosting on centralized system server/ GMVN server/GMVN website as applicable.

8. Web-Portal/ Mobile Application

- 8.1. Selected Bidder shall design and finalize the website/ mobile application for the Project which shall be connected with the centralized system server at ITDA or server of any certified government agency for transmission of data on real time basis.
- 8.2. Website developed by the Selected Bidder shall comply with safety, security and all other applicable norms of Information Technology Act 2000.
- 8.3. Selected Bidder shall ensure that the functionalities integrated to the portal/mobile application are optimized for maximum and ever-growing traffic.
- 8.4. Auli Ropeway/ Chair lift car has fixed capacity to carry visitors in a day therefore system shall automatically stop booking of further tickets through any media (website/ mobile application/ POS) once the daily capacity is exhausted.

9. Commissioning of IT Infrastructure at Point of Sales (Ticket Counter)

- 9.1. Presently there are 2 counters (at Tower-1 and LTP point of Chair Lift) for issue of tickets. Selected Bidder shall be required to establish Point of Sales (POS) counters with required IT infrastructure for issuance of tickets at Tower-1 & Tower-10 of Auli Ropeway, LTP & UTP Point of Chair Lift.
- 9.2. Selected Bidder shall set-up POS at existing ticket counter as well as develop required infrastructure (portable cabins) to set-up POS for locations where ticketing counters/built-up space are not available at present.
- 9.3. Selected Bidder shall study, design, customize, install, configure, test and commission Point of Sales (PoS) application at the ticketing counters which shall be integrated with centralized system server at GMVN for transmission of ticketing & transaction data on real time basis as well as access control data (movement of visitors from various entry/exits) so as to create an instantaneous record of tickets issued, and ensuring monitoring of visitors traffic.
- 9.4. Selected Bidder shall install following infrastructure at each of the POS counters:
 - (i) Desktops computers
 - (ii) Ticket printers
 - (iii) UPS back up for all system equipment/components to enable uninterrupted functioning
 - (iv) Installation and configuration of operating system, antivirus, customize ticketing booking software, any other support software for desktops
 - (v) Requisite network equipment, Wireless/wired LAN of appropriate bandwidth for connecting all desktop computers, printer and other IT components
 - (vi) Network connectively to System server at GMVN for transmitting data on real time basis
 - (vii) Card swipe machine, e-wallet facility for cashless purchase of tickets
 - (viii) Fake currency detection machines
 - (ix) Integrated cash drawers
 - (x) Currency counting machines

- (xi) Currency chest for the cash collected
- 9.5. Selected Bidder shall decide the quantum/number, make, version of above items/ infrastructure (except the components for which minimum numbers and specifications are mentioned herein) to be deployed at each POS as per the tourist load.
- 9.6. Utility charges (electricity, water, cleaning, etc.) at the POS shall be paid by Selected Bidder on actual basis.
- 9.7. In rare situation when all/few POS may go out of network connectivity, to face such situation the System shall be capable of dispensing tickets even without having internet connectivity and be able to store the information locally which shall be uploaded to centralized system server at GMVN when internet connection is resumed.

10. Power Back-up for the Project

- 10.1. Selected Bidder shall be required to install DG set of sufficient capacity and UPS back-up for computers at POS and other associated infrastructure to ensure uninterrupted running of the Project including generation of tickets, smooth functioning of RFID supported Automatic Flap Barrier Entry/Exit Gates and transmission of data to centralized system server at GMVN on real time basis.

11. Access Control Set-up (RFID Supported Automatic Flap-Barrier Entry/Exit)

- 11.1. Selected Bidder shall be required to install minimum 2 RFID supported Automatic Flap Barrier Entry/Exit at each of the following locations to register entry/ exit of visitors from the multiple points in Auli Ropeway System:

A	Joshimath – Auli Gorson Ropeway System	
1	Entry/Exit-1	Lower Terminal Point (LTP) at Tower-1
2	Entry/Exit-2	Entry/exit point at Tower-8 to access Chair Lift
3	Entry Exit-3	Upper Terminal Point (UTP) at Tower-10
B	Auli Chair Lift (From GMVN Ski Resort to Skiing Slope of Auli)	
4	Entry/Exit-4	Lower Terminal Point (LTP) of Chair Lift
5	Entry/Exit-5	Upper Terminal Point (UTP) of Chair Lift

- 11.2. Automatic Flap Barrier Entry/ Exit shall be supported by RFID card readers to regulate the entry/ exit of valid ticket/RFID card holder visitors.
- 11.3. Selected Bidder shall ensure that all visitors, after obtaining valid ticket and RFID card, must pass through RFID supported Automatic Flap Barrier Entry only. Selected Bidder shall deploy its manpower to ensure the compliance.
- 11.4. Minimum General Specifications for Flap Barrier Entry/Exit Gates are given below:
- (i) Application: Outdoor (covered with shed)
 - (ii) Drive Technology: Combination of a Brush-less DC Motor with in-built resolver shall make it a Drive with no wear & tear components. Additionally, the absence of limit

Switches & Slip Clutches shall provide trouble free operation w/o the need for constant maintenance.

- (iii) Gate/Barrier Controller: RFID-based motor controller shall have in-built Speed control and dynamic braking features.
- (iv) Throughput: 20 to 25 persons per minute (including card validation time)
- (v) Operation: Bi-directional
- (vi) Finish: Mild Steel Powder Coated in Structured Finish / Stainless Steel finished to Grade 4 also known as Satin Finish.
- (vii) Protection: All Housing and internal parts will be rust & corrosion free metals or alloys of high strength or with suitable epoxy coating

12. Development of RF Network

- 12.1. Selected Bidder shall be required to create, install and establish RF network required for operating POS at ticketing counters at its own cost.
- 12.2. Selected Bidder shall ensure a stable Last Mile connectivity to all POS through leased line. A perfect routing system for the said project shall be implemented by Selected Bidder.
- 12.3. Selected Bidder shall ensure a network uptime of 95% with atleast 300 Mbps bandwidth for which no cost shall be paid by the GMVN.
- 12.4. Selected Bidder shall ensure internet connectivity of 10 Mbps for live access of camera recording at Auli Ropeway main office and GMVN head office and transmission of data to centralized server at ITDA or server of any certified government agency on real time basis.

13. RFID Issuance to Valid Ticket Holders

- 13.1. All valid ticket holders (whether booked tickets from website or mobile application or POS) shall be provided with RFID cards/tags to enter in Auli Ropeway System.
- 13.2. RFID card entry in the Auli Ropeway System shall enable to prevent unauthorized entry, use of ticket multiple times, fake tickets, stop revenue leakages and also to provide real time data of the visitors in Auli Ropeway and Chair Lift System at any point of time.
- 13.3. All digital data (name, age, contact number, etc. of ticket holder) shall be captured in RFID tags.
- 13.4. RFID card shall be tagged with neck lanyard (ribbon) which shall require to be wear by visitors in their neck. When visitors will move near to Automatic Retractable Flap Barriers Entry/ Exit, RFID card details will be captured vide radio waves by RFID reader installed on flap barrier entry and information will be sent to system server for validation. After validation by system server, RFID reader will instruct Flap barrier access control to open/ close the gates and information will be sent to system server on real time-basis.
- 13.5. Entry/exit in Auli Ropeway system shall be strictly through RFID supported automatic flap barrier access control only.
- 13.6. Presently, GMVN issues trip tickets only (to & fro) for Auli Ropeway (Rs. 1,000/-) as well Chair car (Rs. 500/-) with fixed time duration to come back. For instance, if a visitor is going to Auli Ropeway (from LTP to UTP), then he/she shall be charged Rs. 1,000/- which includes ferry from LTP to UTP and back (UTP to LTP) in the given time duration.

- 13.7. As the GMVN issues trip tickets only, the visitor shall be required to return from UTP point to LTP point within the given timeframe. In case a visitor does not report at UTP point or vice versa within in the given timeframe, then RFID cards of such visitors shall be blocked and shall be allowed to enter Auli Ropeway System upon purchase of new tickets only.
- 13.8. In case a visitor has lost RFID card/tag and reports to Auli Ropeway System within the given timeframe for return journey, then such visitors shall be issued new RFID card only upon producing of valid ticket as well as penal charges of Rs. 100/- for issuance of new RFID card.
- 13.9. RFID-enabled visitor tracking system shall track the visitors passing through RFID supported automatic flap barrier entry/ exit points (RFID checkpoints). Once a visitor crosses a RFID checkpoint a current timestamp against the RFID number is pushed to centralized system server through secure HTTP API or any other suitable API.

14. Service Delivery through Web-Portal/ Mobile Application

- 14.1. Web-portal/ mobile applications developed for ticketing services of Auli Ropeway System shall be integrated with centralized system server hosted at ITDA or server of any certified government agency for transmission of ticketing/ transaction data on real time basis.
- 14.2. Web portal/mobile application must operate using centralized system server, from a stable, secure platform enabling a 24X7 online real time ticket purchase environment.
- 14.3. Selected Bidder shall ensure that website/ portal developed for the Project shall be able to run on all latest versions of common browsers like internet explorer, Mozilla, Google Chrome, Firefox, Safari etc.
- 14.4. Website developed by the Selected Bidder shall comply with safety, security and all other applicable norms of Information Technology Act 2000.
- 14.5. Selected Bidder shall ensure that mobile application developed for the Project shall be able to run Android, iOS and other latest version of mobile operating systems.
- 14.6. Web-portal shall provide various means of payment of ropeway. Chair car lift tickets which must include internet banking, debit card, credit card, all leading e-wallet, BHIM UPI, etc. for smooth booking of tickets.
- 14.7. Visitor who booked tickets online shall be required to obtain RFID card upon showing tickets (hard copy/ digital copy) at POS counter.
- 14.8. Publicity / Branding for the RFID based e-ticketing will be carried out by the Bidder.

15. Service Delivery through POS

- 15.1. POS shall consist of manned counter/s, where tickets can be issued by the staff based on receiving information and payment from visitors.
- 15.2. Staff posted at POS shall ensure that all relevant information (name, age, mobile number, place, etc.) has been received from the visitors before issuance/printing of ticket and the same shall be printed on the ticket.
- 15.3. IT- system including computers at POS shall be connected with System server at ITDA or server of any certified government agency through network connectivity of appropriate bandwidth to enable transmission of all data including transaction data of ticketing services on real time basis.
- 15.4. Payment of Tickets shall be received in cash or cashless mode (debit card/ credit card/e-

wallet, internet banking, BHIM UPI etc). Selected Bidder shall ensure availability of card swipe machine, e-wallet facility etc to for enabling cashless payment by visitors.

- 15.5. At POS, the visitor shall make payments in Indian currency only.
- 15.6. Along with each ticket, visitor shall be issued a wearable RFID card to access the Auli Ropeway System through RFID supported automatic flap barrier entry/exit.
- 15.7. Publicity / Branding for the RFID based e-ticketing will be carried out by the Bidder.

16. PTZ IP Cameras:

- 16.1. Selected Bidder shall be required to install PTZ IP cameras at ticket counters and Automatic Retractable Flap Barrier Entry/Exit Gates with provision of remote viewing of video outputs (as well as controlling the movement and position of the cameras from a remote location) at Auli ropeway main office and GMVN head office.
- 16.2. A main Network Video Recorders (NVRs) shall be installed at Auli Ropeway main office/ GMNV head office with provisions of recoding for minimum 60 days.
- 16.3. Session Initiation Protocol (SIP) Phones shall be installed at all the POS which shall be able to communicate with each other as well as with Auli ropeway main office. Selected Bidder shall be required to develop and install the required set-up at its own cost & expenses. SIP servers shall be installed at Auli ropeway main office/ GMVN head office.

17. Ticket Revenue

- 17.1. All revenue collected from ticketing of Auli Ropeway System shall be the revenue of GMVN and Selected Bidder shall not have any right over it.
- 17.2. In case of cashless payments/ transactions by the visitor for procuring tickets for ropeway, the ticketed revenue received through payment gateways, banks, e-wallets or any other cashless mode shall be deposited directly in GMVN's designated bank account. Cash collected for the ticketed revenue at POS by Selected Bidder shall be deposited in GMVN's designated bank account within maximum 1 business day of collection at POS.
- 17.3. Reconciliation of total ticket sold, and revenue received by GMVN through cashless and offline mode shall be done by Selected Bidder in consultation with GMNV accounts Department on weekly basis.
- 17.4. In the event of delay on the part of the Selected Bidder to deposit the ticketed revenue in GMVN's designated bank account within the time period given above the Selected Bidder shall be required to pay to the GMVN interest thereon at the rate of 18% per annum with effect from the due date until the date of payment of such ticketed revenue into the GMVN's designated bank account. In case ticketed revenue is not deposited into the GMVN's designated bank account for a continuous period of 7 days from the due date, then it shall constitute a Selected Bidder's Event of Default and shall entitle the GMVN to terminate this Agreement.
- 17.5. Payment gateway charges, if any, for booking of tickets shall be borne by Selected Bidder only.

18. Manpower/ Staff at POS and Running the System

- 18.1. Selected Bidder shall appoint and deploy sufficient staff at its own cost to provide ticketing services & access control at POS as well managing the entire IT system including ticketing

- services through web portal/ mobile application, centralized system server, etc.
- 18.2. Selected Bidder shall ensure that no unauthorized person (not having RFID cards) shall enter Auli Ropeway system.
 - 18.3. Staff appointed by Selected Bidder shall possess required qualification and experience for the work/job assigned to them under this Project.
 - 18.4. Selected Bidder shall ensure that all its staff is properly and presentably dressed in appropriate uniform/ dress code maintain high standards of personal hygiene commensurate with their allocated task and wear identification badges/ photo identity card/ uniform name plate, etc. at all times while working at POS.
 - 18.5. Selected Bidder shall be solely responsible for all acts and actions of the staff deployed/ appointed by it and for ensuring compliance with relevant employment/ labour laws, regulations, and other statutory requirements including but not limited to salary, provident fund, gratuity, insurance, medi-claim etc. GMVN shall not have any responsibility in this respect whatsoever during BOT Period.
 - 18.6. Selected Bidder shall be liable and responsible for all types of liabilities (negligence, fault, accidents, strict or otherwise) arising, accruing or resulting from the ticketing and access control services and any other services provided by Selected Bidder under this Project. Selected Bidder shall (i) buy and maintain adequate insurances against such liability and (ii) indemnify, hold and continue to hold the GMVN harmless against all such liability during the BOT.
 - 18.7. All the staff appointed/deputed by Selected Bidder in the Project shall be responsibility of Selected Bidder only. GMVN shall not have any liability to absorb them at any point of time nor can they claim any right for employment with GMVN.
 - 18.8. Selected Bidder shall get police verification done of its entire staff deputed for this Project. Staff whose police verification is not done shall not be allowed to work at POS/ in this Project in any circumstances.
 - 18.9. Staff appointed/ deployed by Selected Bidder under this Project shall not have any criminal case pending against them.
 - 18.10. Selected Bidder shall not engage person(s) below the age of 18 (eighteen) years for working at POS/under the Project. The staff engaged by Selected Bidder shall be medically fit in all respect. Selected Bidder shall also ensure periodic medical check-up of its staff at its cost.
 - 18.11. Staff deputed by Selected Bidder in the Project shall be polite with pleasing manners, co-operative, disciplined, honest while interacting and welcoming visitors. Staff shall not be allowed to smoke, drink, chew tobacco and any other in-appropriate behaviour at POS. Any misconduct/misbehaviour on part of the manpower deployed by the Selected Bidder shall not be tolerated and such staff shall have to be replaced by the Selected Bidder at its own costs, risks and responsibilities immediately.
 - 18.12. Selected Bidder or its authorised officer/ representative, without intimation to Selected Bidder, may carry out inspection at any point of time for compliance of the above terms relating to the staff appointed and deputed at POS/ under the Project.
 - 18.13. Selected Bidder shall provide adequate training to its Staff as per requirement for successful implementation of the Project.
 - 18.14. Selected Bidder's staff shall execute their respective tasks/ job as per user manual/ reference guides to be prepared by the Selected Bidder keeping into consideration the project

requirement.

19. Link of Ticketing Booking Website/ Portal on GMVN Website

- 19.1. Selected Bidder shall build a platform which can link/ integrate with the existing official websites of GMVN.

20. Handing Over the Project upon Expiry of Authorisation Agreement

- 20.1. Upon expiry of BOT Period (if not extended) or prior termination of Contract Agreement on account of default of the Selected Bidder, all project assets (along with all equipment, machinery, hardware & software, license rights of software etc.) shall be confiscated by the GMVN from Selected Bidder without any payment to be made by the GMVN.

21. Project Rollout Period

- 21.1. Selected Bidder shall rollout entire project (ticketing services through web-portal/ mobile application/POS and access control through RFID supported automatic flap barrier entry/exit at all given locations) within maximum period of 60 days of signing of Agreement with GMVN.
- 21.2. Selected Bidder, within 05 days of signing of Contract Agreement, shall submit Project Rollout Plan for approval of GMVN. Project Rollout Plan shall include the details of hardware, equipment, software, servers, etc. required for the Project with number and specifications, schematic diagram, project implementation schedule, detailed cost estimates (component-wise), etc.

22. MIS Reporting

- 22.1. Selected Bidder shall generate weekly MIS report of all transactions of ticketing and access control services and shall submit the report to the GMVN.
- 22.2. MIS application shall provide the transaction happening daily, weekly, monthly and yearly. These transactions will be of the tourist count and all the financials.
- 22.3. Reports of all POS/Web-Portal/Mobile Applications must be generated from centralized system server as well as the respective counters.
- 22.4. Reports shall be in Xlsx/Csv/PDF(or in any other format)as desired by GMVN for administrative purposes.
- 22.5. MIS application shall also provide RFID log-in and log-out of all the visitor with criteria e.g. log-in and log-out of a visitor with date & timestamp, number of tourist present in Auli ropeway system, number of tourists in trolley, etc.
- 22.6. POS counter must be linked with centralized system server at ITDA or server of any certified government agency and have all the facilities like receipt generation, receipt printing, report generation, etc. Reports shall contain all the data of individual receipts generated, total numbers of receipts for the day, besides all the totals of the collections with individual breakups.

23. Service Level Indicators

- 23.1. IT-enable System and centralized server shall have uptime of 95% at all times during BOT Period.
- 23.2. Selected Bidder shall manage the visitors/crowd at the POS counters or automatic flap barrier

entry/exit in such a manner that a visitor should not be required to wait more than 5 minutes for ticket/entry to Auli Ropeway System.

- 23.3. Visitors complaints shall be redressed in maximum 2 hours. Selected Bidder shall set-up a help desk at Auli Ropeway main office at Tower-1 to provide them required information to visitors and address their complaints.

24. Minimum General Specifications of Key Hardware, Software & Equipments, etc. required in the Project

Centralized System Server	Minimum 4 Nos. (high-end Intel Xeon servers with 16 GB or more RAM running Linux with minimum 2 TB of secondary storage)
Software	Latest web technologies will be used for developing the software like: <ul style="list-style-type: none"> ○ Python frameworks like Django/Flask/FastAPI for middleware ○ MariaDB/MySQL/PostgreSQL as a backend database. ○ React.js for the frontend. ○ Java/Go based RFID service.
Desktop Computer	Minimum 10 Nos. (i5 configuration with 8 GB ore more RAM)
Thermal Ticket Printers	Minimum 5 Nos.
Diesel Generator	Minimum 4 Nos. of 5 KVA each
UPS	Minimum 10 Nos. with power backup of minimum 30 minutes
PTZ IP Camera	Minimum 10 Nos. (4 MP PTZ IP Camera)
NVR	Minimum 4 Nos. SATA 4-Channel High Resolution Network Video Recorder
LED Screen	Minimum 2 Nos. 43-inch size (one at Auli Ropeway main office and one at GMVN head office)
Automatic Flap Barrier Entry/Exit Gates (Dual Lane Operations)	Minimum 8 Nos. as per key specifications mentioned in this document
RFID Readers	8 Nos. installed at automatic flap barrier entry/exit and 2 in handheld device.
RFID Cards	Inventory of minimum 500 cards

25. Project Monitoring (Steering Committee)

- 25.1. GMVN shall constitute a Steering Committee to facilitate and monitoring of implementation of the Project during BOT Period which shall comprise of following members:

- **Managing Director, GMVN:** Chairperson
- **Two Nominees of the GMVN:** Members
- **Two Nominees of the Selected Bidder:** Members

- 25.2. The Committee shall hold meetings at least once every month to review the status of the Project ensuring smooth functioning of Project.

- 25.3. The Committee may designate a competent person/ agency for day-to-day monitoring of the Project.

26. Payment of Service Charge

- 26.1. Service Charges shall be paid by GMVN to the Selected Bidder on monthly basis based on the bill/ invoice submitted to GMVN within 15 days of completion of a month. Total Service Charges (inclusive of GST & other taxes) to be paid by GMVN for a month shall be calculated as given below:

"Number of Tickets Sold in a Month X(Multiply by) Service Charge Per Ticket"

- 26.2. Payment of Service Charge by GMVN to the Selected Bidder shall subject to Tax Deduction at Source (TDS), Labour Cess, any other deduction as per order of Central/State Govt.
- 26.3. No payment shall be made by GMVN to the Selected Bidder in following cases:
- In case of occurrence of Force Majeure event
 - In case there is lesser / no tourist footfall
 - In case of occurrence of Selected Bidder's event of defaults as per clause number 31 mentioned in the document
- 26.4. Payment terms & condition may be modified/ revised as per the discretion of MD (GMVN).

27. Imposition of Penalties

- 27.1. A fine of Rs. 10,000/- per occasion can be imposed by GMVN on the following offences:
- (i) Any staff of Selected Bidder/ it's contractor is found in drunken condition/ indulging in bad conduct with visitors/ any other person
 - (ii) Any staff of the Selected Bidder/ it's contractor is found creating nuisance on duty
- 27.2. In case of deficiency in operations including system, downtime which has caused non-operation of IT-based ticketing services and/ or RFID-based access control services, the Penalty will be imposed on the Bidder as per the Uttarakhand Procurement Rules 2017. For this a committee will be constituted by the MD, GMVN which will inquire/investigate and recommend for any action to be taken. On the recommendation of the committee MD, GMVN will take decision regarding any Penalty or deduction to be made during processing of payment.

28. Liquidated Damages

- 28.1. Selected Bidder shall execute the Project in accordance with the provision of RFP Document within period of 60 days from the date of signing of Contract Agreement. In the event that the Selected Bidder fails to start operations (web-based & on-site ticketing services and RFID-supported access control services) of the Project within the above stipulated time period, unless such failure has occurred due to Force Majeure or for the reasons not attributable to the Selected Bidder or time period has been extended by GMVN, it shall pay Damages to the GMVN, as deemed suitable to the GMVN, for delay of each day reckoned from the date of scheduled period till the start of operations of the Project.
- 28.2. GMVN in its sole discretion, may extend the time period for starting the operation of the Project and/ or waive liquidated damages.

29. Indemnity & Insurance

- 29.1. Selected Bidder shall indemnify GMVN from/ against any claims made or damages suffered by GMVN by reason of any default on the part of the Selected Bidder in the due observance and

- performance of the provisions of any law which may be related to the purpose of this Contract Agreement.
- 29.2. Selected Bidder hereby undertakes to indemnify and hold GMVN harmless against all costs, damages, liabilities, expenses arising out of any third-party claims relating to noncompletion of the Project roll out activities;
- 29.3. Selected Bidder shall ensure safety & security of assets/ personnel operating/ working at Auli Ropeway System and in the Project at its own cost. GMVN shall not be responsible for any accident/ theft, etc., involving any personnel/ assets of the Selected Bidder or their vendor(s) while on work. Selected Bidder itself would be responsible for such accident/ incident and also for any kind of compensation to any worker / employee/ vendor for such accident/ incident. Insurance of all assets, its personnel etc. shall be the responsibility of the Selected Bidder.
- 29.4. Selected Bidder shall obtain and maintain at its own cost, throughout BOT Period, a comprehensive general liability insurance covering injury to or death of any person(s) occurring at project site, including death or injury caused by the sole negligence of the Selected Bidder / its vendor or Selected Bidder's failure to perform its obligations under the agreement.
- 29.5. For comprehensive general liability insurance, Selected Bidder shall submit copy of insurance premium receipts to GMVN. Selected Bidder shall ensure that such general liability insurance is in effects throughout the BOT Period. In the event of the default on this part (i.e. not taking general liability insurance cover), the Selected agrees to indemnify and hold GMVN harmless against all liabilities, losses, damages, claims, expenses which may be suffered by GMVN as a result of such default by the Selected Bidder.

30. Force Majeure

- 30.1. For purposes of this Contract Agreement to be signed in pursuance of this Bidding process, "**Force Majeure**" shall mean any cause or event preventing performance of an obligation under this Bid or Contract Agreement under this Bid, which is beyond the reasonable control of either party (GMVN or Selected Bidder) hereto, and which by the exercise of due diligence, could not have been avoided or overcome, including fire, flood, sabotage, shipwreck, embargo, explosion, terrorist attack, labour trouble, accident, riot, acts of governmental authority (including acts based on laws or regulations now in existence as well as those enacted in the future), acts of God.
- 30.2. Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by Force Majeure events mentioned above.
- 30.3. In the event of the Force-Majeure condition(s) continuing beyond a period of 6 months, either party shall have the option to cancel the Contract Agreement for the reason of any or all of the Force-Majeure condition(s) mentioned as above. Further, the Authority/GMVN shall not be liable to pay to the Selected Bidder, any compensation towards financial implications arising due to Force Majeure events.
- 30.4. As soon as practicable and in any case within 15 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the affected party shall notify other Parties of the same, setting out the details of such Force Majeure event.
- 30.5. Upon the occurrence of any Force Majeure event, the following shall apply:

- a) The Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs arising out of such Force Majeure event.
 - b) GMVN shall not be liable to pay Service Charges to Selected Bidder for the period for which the Force Majeure events persist.
- 30.6. Upon the cessation of any Force Majeure Event, the Parties shall immediately resume their respective obligations and such resumption shall be given effect through a written notice of information sent to other party.
- 30.7. It is expressly agreed that Selected Bidder's ability to do business or provide services to a third party at a more advantageous price or Selected Bidder's economic hardship shall not constitute a force majeure event.
- 30.8. In case of force majeure/unforeseen situation, relaxations to the Selected Bidder, if any, shall be provided as per State / central Government orders.

31. Events of Default of Selected Bidder

- 31.1. Selected Bidder fails to commence the project rollout activities within maximum period of 60 days from the date of signing of Contract Agreement unless such failure is due to a Force Majeure Event(s)
- 31.2. Material Breach by the Selected Bidder and such breach is not remedied within 60 days of receipt of written notice from GMVN specifying such breach and require the Selected Bidder to remedy the same.
- 31.3. A breach of any express representation or warranty by the Selected Bidder which has a Material Adverse Effect and such breach is not remedied within 60 days of receipt of written notice from the GMVN specifying such breach and requiring the Selected Bidder to remedy the same.
- 31.4. Abandonment of Web-based and onsite ticketing services and visitor access control services through RFID-supported Automatic Retractable Flap Barrier Entry/Exit for Auli Ropeway System for a period of 10 days.
- 31.5. A material failure by the Selected Bidder of its or its employees or agents or contractor(s) to develop, operate and manage the Project in accordance with the provisions of Contract Agreement.
- 31.6. In the event a voluntary decision is made by the authorised body/entity of the company constituting the Selected Bidder or order passed by relevant Competent GMVN to wind-up, terminate or dissolve the company constituting the Selected Bidder or the same occurs pursuant to the applicable law.
- 31.7. Selected Bidder is adjudged bankrupt or insolvent or if a trustee or receiver is appointed for the Selected Bidder or for any of its property that has a material bearing on the Project.
- 31.8. Selected Bidder assigns the Contract Agreement without the prior written consent of the GMVN save and except as otherwise expressly permitted under the Contract Agreement.
- 31.9. Selected Bidder repudiates the Contract Agreement or otherwise evidences an intention not to be bound by the Contract Agreement.
- 31.10. Selected Bidder's failure to deposit the Ticketed Revenue collected at POS within the time period set out herein for such payment and if no time has been set then within 7 days of receipt by the Selected Bidder of demand notice in respect hereof.

- 31.11. In the event of delay on the part of the Selected Bidder to deposit the ticketed revenue in GMVN's designated bank account within the time period given above the Selected Bidder shall be required to pay to the GMVN interest thereon at the rate of 18% per annum with effect from the due date until the date of payment of such ticketed revenue into the GMVN's designated bank account. In case ticketed revenue is not deposited into the GMVN's designated bank account for a continuous period of 7 days from the due date, then it shall constitute a Selected Bidder's Event of Default and shall entitle the GMVN to terminate this Agreement.
- 31.12. Selected Bidder fails to replenish the Performance Security/ provide the Performance Security of increased amount as per the requirements mentioned in the Contract Agreement and such default is not remedied with 15 days of intimation by GMVN to Selected Bidder.
- 31.13. Any event which has been specified as Selected Bidder's Events of Default under the provisions of the Contract Agreement.

32. Dispute Resolution

- 32.1. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of the Contract Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.
- 32.2. If a dispute of any kind, whatsoever, arises between the procuring entity and contractor in connection with or arising out of the contract or the execution of the works, whether during the execution of the works or after their completion and whether before or after the repudiation or termination of the contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Engineer; the matter in dispute shall, in the first place, be referred to the Dispute Resolution Board.
- 32.3. The Works Committee may act as Dispute Resolution Board. The board may co-opt any other officer, if required for dispute resolution.
- 32.4. All questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing, whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same, whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof, shall be referred to a sole arbitrator for adjudication through arbitration. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, 2012 and 2013 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceedings.
- 32.5. An officer, not below the rank of Additional Secretary to the State Government or from the panel or Arbitrators if any, drawn by the Government, may be appointed to act as arbitrator by an Appointing Authority, which should normally be an officer not below the rank of, Secretary to the Government. Managing Director, Garhwal Mandal Vikas Nigam Ltd. shall be the Appointing Authority for appointment of an arbitrator.
- 32.6. The arbitrators shall make a reasoned award (the "**Award**"). Any Award made in any

arbitration held pursuant to this Clause shall be final and binding on the Parties as from the date it is made, and the Selected Bidder and the GMVN agree and undertake to carry out such Award without delay.

- 32.7. Selected Bidder and the GMVN agree that an Award may be enforced against the Selected Bidder and/or the GMVN, as the case may be, and their respective assets wherever situated.
- 32.8. The Contract Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

33. Termination of Contract Agreement

S. N.	Reason of Termination	Duration of Termination Notice	Consequence of Termination
A	Termination Due to Event of Default of Selected Bidder	1 month notice by GMVN to Selected Bidder	<ul style="list-style-type: none"> Forfeit Performance Security of Selected Bidder. Selected Bidder shall handover all project assets (along with all equipment, machinery, hardware & software, license rights of software etc.) to GMVN without any payment to be made by the GMVN.
B	Termination Due to Force Majeure Event	1 month notice by either party	<ul style="list-style-type: none"> Release Performance Security to Selected Bidder Selected Bidder shall handover all project assets (along with all equipment, machinery, hardware & software, license rights of software etc.) to GMVN GMVN shall pay depreciated value of project assets.
C	Termination by GMVN Due to Reason Whatsoever	1 month notice	<ul style="list-style-type: none"> Release Performance Security to Selected Bidder Selected Bidder shall handover all project assets (along with all equipment, machinery, hardware & software, license rights of software etc.) to GMVN GMVN shall pay depreciated value of project assets

Note: For the purpose of calculation of depreciated value of projects assets, depreciation to be calculated as per Straight Line Method (SLM) considering project duration as 3 years and project cost (Rs. 1.00 Crore or actual investment by Selected Bidder in the Project, whichever is lesser). Selected Bidder, upon commissioning of the Project, shall mandatorily require to maintain an Asset Register for the assets deployed by him during the project period and submit statement of actual investment (capital expenditure) in the project with detailed break-up of projects assets, hardware, equipment, software installed in the Project. The statement shall be duly certified by statutory auditor of Selected Bidder and thereafter it will be signed and submitted by the Bidder to GMVN. Manager (Operation), GMVN, Auli will be the verifying officer for the same.

34. Change of Law

- 34.1. At any stage GMVN has all the rights to change any of the provision of any legal/verbal/implicit/explicit etc. agreement signed/unsigned between GMVN and the selected Bidder including RFP/ Tender Document, contract agreement etc. There shall not be any legal liability of GMVN in any case in this regard.

Draft Contract Agreement

This Agreement is executed on this the day of 2021 at Dehradun (Uttarakhand)

BY AND BETWEEN

Garhwal Mandal Vikas Nigam Limited, a Govt. of Uttarakhand Enterprise, 74/1, Rajpur Road, Dehradun – 248001 (Uttarakhand) (hereinafter referred to as "the **Authority**" or "**GMVN**" OR "which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of **First Part**;

AND

M/s(name of address of the selected Bidder) (hereinafter referred to as the "**Selected Bidder**" OR "**Authorisee**"), which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **Second Part**.

** In case Selected Bidder is a Consortium Bidder, it shall be required to incorporate Special Purpose Vehicle/Company (SPV/SPC) under the Indian Companies Act, 2013. Contract Agreement shall be signed with SPV company ("Authorisee") and all members of the Consortium Bidder shall be the confirming party to this Contract Agreement.*

Each of the parties of the **First** and **Second** Part are hereinafter, as the context may admit or require, individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. Garhwal Mandal Vikas Nigam Limited ("**GMVN**") decided to Design, Supply, Installation, Commissioning and Operationalizing a Web-based and On-Site Integrated IT-enabled Ticketing System RFID-based Access Control System at Auli Ropeway on Build, Operate, and Transfer (BOT) model for the period of 2 years ("**BOT Period**") through a private sector operator to be selected through transparent competitive bidding process [collectively referred as the "**Project**"].
- B. For this, GMVN had invited bids for selection of a Bidder through single stage two-part competitive transparent bidding process for the Project through RFP No. dated.....
- C. After evaluation of Bids received in response of the RFP, the Authority accepted the bid of the selected Bidder/Authorisee and issued Letter of Award (LoA) vide its letter no. ----- (hereinafter called as the "**LOA**") to the Selected Bidder, requiring, inter alia, the Selected Bidder to submit Performance Security within 7 days of issuance of LOA.
- D. Following the issue of the LOA, the Contractor having furnished Performance Security for an amount of Rs.; the Authority has agreed for implementation of the Project by the Selected Bidder on the terms, conditions and covenants hereinafter set forth in this Contract Agreement.
- E. The Selected Bidder acknowledges and confirms that it has undertaken a due diligence audit of all aspects of the Project, legal due diligence, its obligations to undertake the Project etc., and on the basis of its independent satisfaction hereby agrees to implement the Project in accordance with the terms & conditions of the Contract Agreement.

The following documents attached hereto shall be deemed to form an integral part of this Contract Agreement:

- a) Financial Bid Submitted by Selected Bidder
- b) Annexure-1 to RFP Document (Scope of Work)

- c) Performance Security Submitted by Bidder
- d) RFP Document

the Bidder shall carry out its Scope of Work in accordance with provision of the Contract Agreement forming the documents mentioned hereinabove.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and Behalf of Garhwal Mandal Vikas Nigam Limited Managing Director	For and Behalf of Entity name of Selected Bidder Authorised Signatory -name, title and signature
1) Witness	2) Witness

Performa of Performance Security

{On non-judicial stamp paper worth..... (adequate value as per the applicable laws) of
Govt. of Uttarakhand}

Managing Director
Garhwal Mandal Vikas Nigam Limited
74/1, Rajpur Road, Dehradun – 248001 (Uttarakhand)
Phone: 0135-2746817, 2749308

Sub:- RFP for Design, Supply, Installation, Commissioning and Operationalizing of Web-based and On-Site Integrated IT-enabled Ticketing System and RFID-based Access Control System at Auli Ropeway on Build, Operate, and Transfer (BOT) Model

Ref.: (LoA / Agreement No ----- Dated -----)

Date:

Bank Guarantee No.....

This deed of Guarantee is made this day of of the year between the **Managing Director, Garhwal Mandal Vikas Nigam Limited**, 74/1, Rajpur Road, Dehradun – 248001, Uttarakhand (which expression shall unless excluded by or repugnant to the context includes his successors and assignees) of the one part and the..... (Name of issuing Bank), having its head office..... hereinafter called "The Bank" (which expression shall unless excluded by or repugnant to the context includes his successors and assignees) of the other part

1. In accordance with the Agreement No. between **Garhwal Mandal Vikas Nigam Limited** (hereinafter referred to as the "GMVN") for the work of "**Design, Supply, Installation, Commissioning and Operationalizing of Web-based and On-Site Integrated IT-enabled Ticketing System and RFID-based Access Control System at Auli Ropeway on Build, Operate, and Transfer (BOT) Model**", with M/s (Company Name)..... address (hereinafter referred to as "Agency"), a Bank Guarantee for a sum of Rs valid for a period of from....., as required to be furnished by the Agency, we the(Name of the Bank) (hereinafter referred to as "The Bank") do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period, on written request by GMVN, an amount not exceeding Rs. ----- Only to GMVN without any reservation. The guarantee would remain valid up to (date) and if any further extension to this is required, the same will be extended as and when required by GMVN.
2. We, the (name of the Bank) do hereby further undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from GMVN stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by GMVN by reason of any breach of any of the terms of conditions of the said Agreement by the Agency. Any such demand made on the Bank shall be conclusive as regards the 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.....
3. We, the (name of the Bank) undertake to pay to GMVN any money so demanded notwithstanding any dispute or disputes raised by the Agency in any suit or proceeding instituted/ pending before any court of tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a

valid discharge of our liability for payment there under and the Agency shall have no claim against us for making such payment.

4. We, the (name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the aforesaid period of days and it shall continue to be so enforceable till all the dues of GMVN under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharges or till GMVN certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Agency and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (Date 3 months after the expiry of Bank Guarantee), we shall be discharged from all liability under this guarantee thereafter.
5. We, the (name of the Bank) further agree with GMVN that GMVN shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agency from time to time or to postpone for any times or from time to time only of the powers exercisable by GMVN against the Agency and to forebear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, postponement or extension being granted to the said Agency or for any forbearance act or omission on the part of GMVN or any indulgence by GMVN to the said Agency or by any such matter or thing what-so-ever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. The decision of the Managing Director, GMVN or any other officer exercising the power of the Managing Director, GMVN shall be final in respect of this bank guarantee.
7. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the Agency.
8. All disputes arising under the said guarantee, between the Bank and GMVN or between the Agency and GMVN pertaining to the guarantee, shall be subject to the jurisdiction of court of the State of Uttarakhand only.

Notwithstanding anything contained herein:-

1. Our liability under this bank guarantee shall not exceed(Value in figures).....(Value in words)
2. This bank guarantee shall be valid up to(Validity date)
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if we receive a written claim or demand on or before(Validity / claim period)

We, the (name of the Bank) lastly undertake not to revoke this guarantee during its subsistence except with the previous consent of the Managing Director, GMVN in writing.

Dated, the day of 2020/21

For
(name of the Bank)

(Name and Signature of the Authorised Signatory of the bank)

Witness:

- 1.
- 2.