

# JABALPUR SMART CITY LIMITED



## Development of Aerial Passenger Ropeway System between Sangram Sagar and Madan Mahal Fort, Jabalpur Design, Build, Finance, Operate and Transfer Basis under PPP Framework

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### Volume I

Request for Qualification cum Request for Proposal

IPE-NB-714

CHIEF EXECUTIVE OFFICER  
JABALPUR SMART CITY LIMITED  
MANAS BHAWAN, WRIGHT TOWN  
JABALPUR 482001

# **Jabalpur Smart City Limited**

## **Office of the Executive Director, Jabalpur Smart City Limited**

N.I.T.NO. JSCL/2018/667/ADM/137

Dated. 26.07.2018

### **NOTICE INVITING TENDER**

Jabalpur Smart City Limited invites proposals from competent entity(ies) for the Development of Aerial Passenger Ropeway System between Sangram Sagar and Madan Mahal Fort, Jabalpur Design, Build, Finance, Operate and Transfer Basis (DBFOT) under an appropriate Public Private Partnership framework for a period of 10 (ten) years as per the details given in Bidding Documents. A brief description of the Project may be seen in the Project Information Memorandum (PIM) provided as Volume III of this Bidding Document

The Bidding Documents may be downloaded from the website of <http://jscljabalpur.org/> & <https://www.mpeproc.gov.in/>.

The Pre-Bid meeting for the Project shall be organized at the **Office of Jabalpur Smart City Limited, Jabalpur At 1500 hours on 10.08.2018.**

Interested bidders may submit their duly filled proposals in the prescribed format available on e-procurement website no later than **28.08.2018 up to 1730 Hrs.**

The last date for submission of proposal in hardcopies shall be **30.08.2018 up to 1730 Hrs** at the **Office of Jabalpur Smart City Limited, Manas Bhawan, Wright Town, Jabalpur.**

All notifications, changes and amendments to the Bidding Document will be posted only on the website <http://jscljabalpur.org/> & <https://www.mpeproc.gov.in/> and shall not be published in the newspapers.

Jabalpur Smart City Limited shall have the right to reject one or all proposals and also cancel the bid process at any stage without assigning any reason whatsoever.

In case of any queries / clarifications on the project / documents please contact Jabalpur Smart City Limited.

**Chief Executive Officer  
Jabalpur Smart City Limited**

## DISCLAIMER

The information contained in this Request for Qualification cum Proposal document (the “**RFQ cum RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Transaction Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFQ cum RFP and such other terms and conditions subject to which such information is provided.

This RFQ cum RFP is not an agreement and is neither an offer nor invitation by the Transaction Authority to the prospective Bidders or any other person. The purpose of this RFQ cum RFP is to provide interested parties with information that may be useful to them in the formulation of their Bid for qualification pursuant to this RFQ cum RFP (the “**Bid**”). This RFQ cum RFP includes statements, which reflect various assumptions and assessments arrived at by the Transaction Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFQ cum RFP may not be appropriate for all persons, and it is not possible for the Transaction Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ cum RFP. The assumptions, assessments, statements and information contained in this RFQ cum 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, statements and information contained in this RFQ cum RFP and obtain independent advice from appropriate sources.

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

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

information contained therein or deemed to form part of this RFQ cum RFP or arising in any way with selection of Bidders for participation in the Bidding Process.

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

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

The issue of this RFQ cum RFP does not imply that the Transaction Authority is bound to select and short-list Bids for Financial Bid Opening Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Transaction Authority 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 the Transaction Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Transaction Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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# INTRODUCTION

## 1. INTRODUCTION

### 1.1 Background

1.1.1 Jabalpur Smart City Limited JSCL proposes to develop an aerial ropeway on Madan Mahal Hill, on Public Private Partnership (PPP) basis. Madan Mahal is situated on foothills of Vindhya Plateau Range in Jabalpur district of Madhya Pradesh. The area has rocky terrain throughout the Madan Mahal Eco-tourism Zone. The area is home to some extremely rare species of fauna. There are two religious structures atop the hill in the area along with several tourist attractions which can be developed as key elements in the ecotourism zone. The area is intended to be developed as Ecotourism site with the vision of *“Responsible travel to natural areas that conserves the environment and improves the well-being of local community.”*

Since, the area has rocky terrain throughout the Madan Mahal Eco-tourism Zone, it is difficult to access via the stairs, especially for differently abled, infirm and aged visitors, an aerial ropeway to facilitate access to the Madan Mahal Eco Tourism Zone, to be setup on a public private partnership basis has been proposed. In addition to facilitating ease of access, the ropeway would also promote the destination for religious cultural & adventurous tourism and enable integrated development of the project site, in line with the overall tourism developmental vision of Jabalpur Smart City.

The Jabalpur Smart City Limited (**“JSCL” or the “Transaction Authority”**) is a nodal agency under the Government of Madhya Pradesh engaged in the conceptualizing and development of infrastructure in the city of Jabalpur in Madhya Pradesh through various development models. JSCL, as part of this endeavor and in the role of transaction advisor to the Government in this instance, is in the process of selection of a private developer to undertake development and operation & maintenance of the Aerial Passenger Ropeway System between Sangram Sagar and Madan Mahal Fort, Jabalpur (**the “Project”**) through Public-Private Partnership (**the “PPP”**) on Annuity basis, and has, therefore, decided to carry out the bidding process for selection of the bidder to whom the Project may be awarded. A brief description of the Project may be seen in the Information Memorandum (**the “Information Memorandum”**) of the Project that is an integral part of the Bidding Documents and is also available at the Transaction Authority’s website <http://jscljabalpur.org/> & <https://www.mpeproc.gov.in/>

As part of this endeavor, the Authority has decided to undertake the Development of Aerial Passenger Ropeway System between Sangram Sagar and Madan Mahal Fort, Jabalpur (**the “Project Site”**) on Design, Build, Finance,

Operate and Transfer (the "DBFOT") basis under an appropriate Public Private Partnership framework for a period of 10 (fifteen) years (the "Project") exclusive of 2 (two) years of construction.

Brief particulars of the Project are as follows:

Name of the Project	Length of Ropeway	Indicative Project Cost
<i>Development of Aerial Passenger Ropeway System between Sangram Sagar and Madan Mahal Fort, Jabalpur Design, Build, Finance, Operate and Transfer Basis under PPP Framework</i>	<i>2100 meters (approx.)</i>	<i>Rs 13,00,00,000/- (Rupees thirteen Crores only)</i>

The Authority intends to carry out a single-stage 2 cover competitive bidding process (the "Bidding Process") to identify and select a suitable entity to whom the Project may be awarded (the "Selected Bidder").

- 1.1.2 The Selected Bidder shall form a Special Purpose Vehicle, incorporated as a company under the Companies Act, 2013 (as re-enacted, modified and amended from time to time) prior to execution of the Project Development and Management Agreement (the "Developer"), and shall be responsible for designing, financing, construction, operation and maintenance and transfer of the Project under and in accordance with the provisions of Project Development and Management Agreement (the "Project Development and Management Agreement") to be entered into among the Developer, the Authority and the Selected Bidder as the confirming party to the Project Development and Management Agreement in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.3 The scope of work will broadly include planning, designing, engineering, financing, constructing, marketing, operation, maintenance and transfer of the Project. The Developer has the right to demand, charge, collect and retain the user fee from users of the Project and transfer the Project Site along with the Project facilities to the Authority or its authorized representative upon expiry in accordance with the provisions of draft Project Development and Management Agreement.
- 1.1.4 The estimated cost of the Project (the "Estimated Project Cost") has been specified in Clause 1.1.1 above. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.5 The draft Project Development and Management Agreement sets forth the

detailed terms and conditions for grant of the concession to the Developer, including the scope of the Developer's services and obligations (**the "Concession"**) and is provided as Volume II of this RFQ Cum RFP document.

- 1.1.6 The statements and explanations contained in this RFQ-cum-RFP document ("RFQ- cum-RFP") are intended to provide a proper understanding to the Bidders about the subject matter of this RFQ-cum-RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Developer set forth in the Project Development and Management Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the concession to be awarded pursuant to this RFQ-cum-RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFQ-cum-RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Authority.
- 1.1.7 The Authority shall receive Bids pursuant to this RFQ-cum-RFP in accordance with the terms set forth in this RFQ-cum-RFP and Draft Project Development and Management Agreement to be provided by the Authority pursuant to this RFQ-cum- RFP (**collectively the "Bidding Documents"**), as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms. Any corrigenda / addenda issued subsequent to this RFQ-cum-RFP Document, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.

## 1.2 .Brief description of Bidding Process

- 1.2.1 The Authority has adopted a single-stage two-cover system (collectively referred to as the "**Bidding Process**") for selection of the bidder for award of the Project which expression shall, unless repugnant to the context include the members of the Consortium for the Project in accordance with the terms of this RFQ cum RFP. The first stage (**the "Qualification Stage"**) of the process involves qualification (**the "Qualification"**) of interested parties/ consortia that make a Bid in accordance with the provisions of this RFQ-cum-RFP (**the "Bidders"**). At the end of this stage, the Authority intends to announce a list of Qualified Bidders who shall be eligible for the second stage of the Bidding Process (**the "Bid Stage"**) comprising the price Bid (**the "Price Bid"**).
- 1.2.2 **Qualification Stage**  
Bidders would be required to furnish the information specified in this RFQ-cum-RFP. The Bidders shall be evaluated and shortlisted based on the technical and financial criteria as mentioned in this RFQ-cum-RFP. The Bidders are advised to visit the site(s) and familiarize themselves with the Project.
- 1.2.3 **Bid Stage**  
The Qualified Bidders will be called upon and their Price Bids in respect of the



Project shall be opened, in accordance with the Bidding Documents provided by the Authority. Price Bids of only those Bidders that are qualified in the Qualification Stage by the Authority shall be opened at the Bid Stage.

#### **1.2.4 Procurement of Documents**

The Bidding Document and all details relating to the Bid Document(s) can be viewed and downloaded free of cost on the website of the Authority viz. <http://jscljabalpur.org/>. Bid Document can be purchased after making online payment of portal fees through Credit/Debit/Cash Card/ internet banking through <https://www.mpeproc.gov.in/>. Prior to making the Bid, the Bidder shall pay to the Transaction Authority a non- refundable sum of **INR 30,000 (Rupees thirty thousand)** as the cost of the RFQ-cum-RFP. The cost of the RFQ-cum-RFP shall be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the *Executive Director at JSCL Limited and payable at Jabalpur (the "Demand Draft")*.

**1.2.5** Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project. The Project Information Memorandum (PIM) comprising details of the project site and the existing facilities therein is provided as Volume III. PIM is being provided only as a preliminary reference document to the Bidders for information. Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the PIM shall be binding on the Authority nor confers any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the PIM.

#### **1.2.6 Bid Validity**

The Bid shall be valid for a period of not less than 180 days from the Bid due date as specified in Clause 1.3 for submission of bids (the "Bid Due Date"). In exceptional circumstances, prior to expiry of the original Bid Validity Period, the Authority may request the Bidders to extend the Bid Validity Period for a specified additional period.

#### **1.2.7 Bid Security**

In terms of the RFQ-cum-RFP, a Bidder is required to deposit, along with its Bid, a bid security equivalent to an amount of **Rs. 10,00,000/- (Rupees Ten lakhs only) (the "Bid Security")**, refundable not later than 180 days from the Bid Due Date. The Bidders will have an option to provide Bid Security in the form of a demand draft or an irrevocable & unconditional bank guarantee acceptable to the Authority (as per format in the RFQ-cum-RFP).The validity period of the bank guarantee, shall not be less than 180 (one hundred and eighty) days from the Bid

Due Date, exclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Project Development and Management Agreement. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

### 1.2.8 Bid Parameter

- a. The Price Bid for the Project is invited in the form of VGF (Viability Gap Funding) or Annual Premium Fee per annum offered by the Bidder for award of the Project. The VGF (Viability Gap Funding) or Annual Fee shall constitute the sole criteria for evaluation of the Price Bid. Subject to the terms of this RFQ cum RFP, the Project will be awarded to the Bidder on the basis of Lowest Viability Gap Funding (VGF) or Highest Annual Premium Quoted, without any condition.

**Note**

*VGF (Viability Gap Funding) will be payable in 3 equal installment during the construction period (2 Years).*

*Annual Premium Fee is shall be payable annually for 10 years in equal installments quoted by the Bidder. Annual Fee is payable annually 30 days in advance of the Commercial Operations Date / Scheduled Construction Completion Date, whichever is earlier or the anniversary of Commercial Operations Date / Scheduled Construction Completion Date, as the case may be during the term of Project Development and Management Agreement.*

***In this RFP, the term "Lowest Bidder" shall mean the Bidder who is offering the highest Annual Fee per annum or Lowest VGF.***

- b. Generally, the Lowest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFQ-cum-RFP, be invited to match the Bid submitted by the lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the lowest Bidder, the Authority may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be
- c. The amount of the Annual Fee or VGF shall be required to be quoted by the bidder with zero decimal.

### 1.3 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

No	Particular	Timeline
1	Last date for receiving queries	07.08.2018
2	Pre-Bid meeting date, time and venue	At 1500 hours on 10.08.2018

		<b><i>JSLC Office Manas Bhawan, Jabalpur.</i></b>
3	Authority response to queries	14.08.2018
4	Last date for submission of Bids (“Bid Due Date”)	28.08.2018 up to 1730 hours
5	Date and time of opening of Technical Bids	29.08.2018 at 1530 hours <b><i>Venue: JSLC Office Manas Bhawan, Jabalpur.</i></b>
6	Date and time of opening of Price Bids	To be intimated to pre- qualified bidders
7	Address for communication to the Authority	
8	Validity of Bids	180 days from the Bid Due Date
9	Issuance of Letter of Award (LOA)	30 days from the from the date of declaration of the Selected Bidder
10	Signing of Project Development and Management Agreement	Within 45 days from the date of award of LOA to the Selected Bidder

## 2. INSTRUCTIONS TO BIDDERS

### 2. INSTRUCTIONS TO BIDDERS

#### A. GENERAL

##### 2.1 Scope of Bid

2.1.1 The Authority wish to receive Bids in order to qualify experienced and capable Bidders for successful implementation of the Project. The Price Bids for the Qualified Bidders shall be subsequently evaluated to select the lowest Bidder.

##### 2.2 Eligibility of Bidders

2.2.1 For determining the eligibility of Bidders for their qualification hereunder, the following shall apply:

- a. The Bidder may be a single entity or a group of entities (*the "Consortium"*), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
- b. A Bidder may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 below.
- c. A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Construction Period Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder may be considered to have a Conflict of Interest that affects the Bidding Process, if:
  - i. the Bidder, its member or Associates (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its member or an Associate thereof (or any shareholder thereof having a shareholding of more than 25% (twenty five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 25% (twenty five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not

apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in 73 of the Companies Act, 2013. For the purposes of this Clause 2.2.1 (c), indirect shareholding held through one or more intermediate persons shall be computed as follows:

- i. where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
  - ii. subject always to sub-clause (I) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub- clause (II) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
  - ii. a constituent of such Bidder is also a constituent of another Bidder; or
  - iii. such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
  - iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
  - v. such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other; or
  - vi. such Bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- d. A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFQ-cum-RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Explanation:

- i. In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1, shall include each Member of such Consortium.
- 2.2.2 To be eligible for pre-qualification, a Bidder shall fulfil the following conditions of eligibility:

For demonstrating technical capacity and experience (**the “Technical Capacity”**), the Bidder shall:

- a. have successfully designed, installed and commissioned at least three (03) Aerial Passenger Ropeway Systems of minimum length of 1000 (One thousand) meters over the past 7 (seven) years preceding the Bid Due Date (proof to be provided along with addresses of the client(s)).
- b. Be successfully operating and maintaining at least three (03) Aerial Passenger Ropeway Systems for at least 3(three) years preceding the Bid Due Date (proof to be provided along with addresses of the client(s)).
- c. No history of bidder company for failure or fatal accident in past in any ropeway project/works awarded /executed or during operation maintenance period.

**Note:**

1. The entity claiming the above experience(s) above should have held at least 51% (fifty-one per cent) of the subscribed and paid up equity in the company for which experience is claimed for the duration for which experience is claimed.
2. In case of Consortium, Lead Member should satisfy the above criteria.

**B. Financial Capacity:** For demonstrating financial capacity and experience (**the “Financial Capacity”**), the Bidder shall:

- a. have a minimum Net Worth of Rs. 5,00,00,000/- (Rupees Five Crore only) at the close of the financial year immediately preceding the Bid Due Date.
- b. have a minimum Average Annual Turnover of Rs.6,50,00,000/- (Rupees six Crore fifty Lakhs only) during the 5 (financial) financial years immediately preceding the Bid Due Date.

**Note:**

1. In case of Consortium, the combined net worth and average annual turnover of the members, who shall have an equity share of at least 26% (twenty-six per cent) in the Developer, should satisfy the above criteria.

2.2.3. The Bidder claiming experience under clause 2.2.2(A) above, shall have clean

records of operations without any accidents involving casualties in last 7 (seven) years

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

- i. certificate(s) from its statutory auditor or the concerned client(s) stating the Aerial Passenger Ropeway Systems developed / constructed, during the past 7 (seven) years (immediately preceding the Bid Due date); and
- ii. certificate(s) from its statutory auditor or the concerned client(s) stating the Aerial Passenger Ropeway Systems operating and maintaining, during the past 3 (three) years (immediately preceding the Bid Due date); and
- iii. Certificate from its statutory auditors specifying the net worth and average annual turnover as required, and also specifying that the methodology adopted for calculating the net worth conforms to the provisions of this Clause 2.2.4.

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

2.2.5. The Bidder should submit a Power of Attorney as per the format at Appendix - II, authorizing the signatory of the Bid to commit the Bidder. In case of the Consortium, the members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix - III.

2.2.6. The Selected Bidder (whether a single entity or a consortium) shall form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 2013 (herein referred to as the “SPV” or the “Developer”), to execute the Project Development and Management Agreement and implement the Project. The aggregate direct equity shareholding of the Selected Bidder (whether a single entity or a consortium) in the issued and paid up equity capital of the Developer shall not be less than 51% (fifty-one percent) at all times throughout the Concession Period of the Project. However, it is clarified that any divestment shall be subject to the prior consent of the Authority (which shall not be unreasonably denied by the Authority) and at the option of the Authority, be accompanied by suitable no objection letters from the lenders.

Further, where the Bidder is a Consortium, it should comply with the following additional requirements:

- a. Number of members in a consortium should be limited to 2(two);
- b. Subject to the provisions of Clause 2.2.6 (a) above, the Bid should contain the information required for each member of the Consortium;
- c. Member who satisfies the Technical Capacity criteria as specified in

- Clause 2.2.2(A) shall be the lead member (the “Lead Member”), who shall have an equity share of at least 51% (fifty-one per cent) of the subscribed and paid up equity capital of the Developer throughout the Concession Period of the Project. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix - III, signed by all the other members of the Consortium;
- d. other member of the consortium shall have an equity share of at least 26% (twenty-six per cent) of the subscribed and paid up equity capital of the Developer for at least 3 (three) years after COD;
  - e. the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations including O & M obligations;
  - f. An individual Bidder cannot at the same time be member of a Consortium. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium;
  - g. Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix VI (**the “Jt. Bidding Agreement”**) for the purpose of submitting Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, inter alia:
    - i. convey the intent to execute the Project with shareholding/ownership equity commitment(s) in accordance with this RFQ-cum- RFP, which would enter into the Project Development and Management Agreement and subsequently perform all the obligations of the Developer in terms of the Project Development and Management Agreement, in case the concession to undertake the Project is awarded to the Consortium;
    - ii. clearly outline the proposed roles and responsibilities, if any, of each member
    - iii. commit the minimum equity stake to be held by each member in the Developer during the Concession Period;
    - iv. commit that the Lead Member shall hold at least 51% (fifty-one per cent) or more of the paid up and subscribed equity of the Developer throughout the Concession Period; and Other Member shall hold equity share capital not less than 26% (twenty-six per cent) of the subscribed and paid up equity share capital of the Developer for at least 3 (three) years after COD;
    - v. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Developer in relation to the Project until the Financial Closure of the Project is achieved in accordance with the Project Development and Management Agreement; and



- vi. except as provided under this RFQ-cum-RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.
- 2.2.7. Any entity which has been barred by the Central/State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.
  - 2.2.8. A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate.
  - 2.2.9. In computing the Technical and Financial Capacity of the Bidder/Consortium Members under Clauses 2.2.2, 2.2.4 and 3.2, the Technical and Financial Capacity of their respective Associates would also be eligible hereunder. Provided however, in the event a Bidder gets selected on the strength of the Financial and /or Technical Capability of its Associate, it shall ensure that the said Associate remains an Associate of the Bidder throughout the equity lock-in-period set forth herein and more particularly specified in the Project Development and Management Agreement.

For purposes of this RFQ-cum-RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder / Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

- 2.2.10. The following conditions shall be adhered to while submitting a Bid:
  - i. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
  - ii. Information supplied by a Bidder (or other constituent member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Bidders whose

- identity and/ or constitution is identical to that at qualification;
- iii. in responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.1 below; and
- iv. in case the Bidder is a consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.

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

- a. Where, on the date of the Bid, not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by person resident outside India or where a Bidder or its Member is controlled by person resident outside India; or
- b. if at any subsequent stage after the date of the Bid, there is an acquisition of not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital or control, by person resident outside India, in or of the Bidder or its Members;

then the Qualification of such Bidder or in the event described in sub-clause (b) above, the continued Qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder. The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition. The Bidder shall promptly inform the Authority of any change in its shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.2.12. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 7 (seven) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

### **2.3 Change in Ownership**

2.3.1 By submitting the Bid, the Bidder acknowledges that it was qualified on the basis of Technical Capacity and Financial Capacity of the entities who shall, until the

3rd(third) anniversary of the COD, hold not less than 76% (seventy-six per cent) of the subscribed and paid up equity capital of the Developer.

The Bidder further acknowledges and agrees that the aggregate direct equity shareholding of the Bidder [and in case of Consortium, the Lead Member] in the issued and paid up equity capital of the Developer shall not be less than 51% (fifty-one percent) at all times throughout the Concession Period of the Project.

In case of Consortium, the Lead Member further acknowledges and agrees that the aggregate direct equity shareholding of the Lead Member in the issued and paid up equity capital of the Developer shall not be less than 51% (fifty-one percent) at all times throughout the Concession Period of the Project.

The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Project Development and Management Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Project Development and Management Agreement, be deemed to be a breach of the Project Development and Management Agreement and dealt with as such there under.

- 2.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFQ- cum-RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Project Development and Management Agreement but prior to the 3rd(third) anniversary of the date of commercial operation of the Project, it would, notwithstanding anything to the contrary contained in the Project Development and Management Agreement, be deemed to be a breach of the Project Development and Management Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Developer. In such an event, notwithstanding anything to the contrary contained in the Project Development and Management Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Project Development and Management Agreement or

otherwise.

## 2.4 Number of Bids

A Bidder is eligible to submit only one Bid for the Project. A Bidder applying individually or as a Member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.

## 2.5 Bid and other costs

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

## 2.6 Site visit and verification of information

2.6.1 Bidders are encouraged to submit their respective Bids after visiting the Project site at their own cost and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

For any assistance in respect to the site visit to the Bidders, Bidders can contact the following persons at the address given below:

*Office of the Jabalpur smart City Limited, Manas Bhawan, Wright Town, Jabalpur*

2.6.2 It shall be deemed that by submitting the Bid, the Bidder has:

- a. made a complete and careful examination of the Bidding Documents;
- b. received all relevant information requested from the Authority;
- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.6.1 above;
- d. satisfied itself about all matters, things and information including matters referred to in Clause 2.6.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.6.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits, etc. from the Authority, or a ground for termination of the Project Development and Management Agreement; and
- f. agreed to be bound by the undertakings provided by it under and in terms

hereof.

- 2.6.3 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFQ-cum-RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

## **2.7 Right to accept or reject any or all Bids**

- 2.7.1 Notwithstanding anything contained in this RFQ-cum-RFP, 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 obligation for such acceptance, rejection or annulment, and without assigning any reasons. In the event the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

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

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation / improper response shall lead to the disqualification of the Bidder and in this event, if the Bidder is a Consortium, then the entire Consortium shall be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified / rejected, then the Authority reserves the right to:

- i. invite the remaining Bidders to submit their Bids in accordance with the RFQ- cum-RFP; or
- ii. take such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

- 2.7.3. In case, it is found during the evaluation or at any time before signing of the Project Development and Management Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Developer either by issue of the LOA or entering into of the Project Development and Management Agreement, and if the Bidder has already been issued the LOA or has entered into the Project Development and Management Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ-cum-RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority

being liable in any manner whatsoever to the Bidder or Developer, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any right or remedy that may be available to the Authority.

- 2.7.4. The Authority reserves right to verify all statements, information and documents submitted by the Bidder in response to the RFQ-cum-RFP. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

## **B. Documents**

### **2.8. Contents of the RFQ-cum-RFP**

- 2.8.1 This RFQ cum RFP (Volume-I) comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

Section 1	Introduction
Section 2	Instructions to Bidders
Section 3	Criteria for Evaluation
Section 4	Fraud & Corrupt Practices
Section 5	Pre Bid Conference
Section 6	Miscellaneous

#### Appendices

##### I Format for Bid

Annex – I	Details of Bidder
Annex – II	Technical Capacity of Bidder
Annex – III	Financial Capacity of Bidder
Annex – IV	Statement of Legal Capacity

##### II Power of Attorney for signing of Bid

##### III Power of Attorney for Lead Member of Consortium

##### IV Bank Guarantee for Bid Security

##### V Letter comprising the Price Bid

## VI Joint Bidding Agreement for Consortium

## VII Draft Letter of Award

2.8.2 The draft Project Development and Management Agreement (Volume II)

2.8.3 The Project Information Memorandum (Volume III)

### **2.9. Clarifications**

2.9.1. Bidders requiring any clarification on the RFQ-cum-RFP may notify the Authority in writing or email in accordance with Clause 2.10.1. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein. The Authority will upload the response to the queries on its website without identifying the source of queries.

2.9.2. The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.9.3. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFQ-cum-RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9.4. The Bidders shall note that reliance upon information/ clarification that is provided by any other source shall be at the risk of the Bidders.

### **2.10. Amendment of RFQ-cum-RFP**

2.10.3. Interested Bidder requiring any clarification on the RFQ cum RFP document may notify to the Authority to the address specified in Clause 1.3 before the last date of receiving queries mentioned in Clause 1.3, Schedule of Bidding Process in writing or by email to the officer designated in Clause 2.13.3 below. The envelopes / communications shall clearly bear the following identification / title: "Queries/ Request for Additional Information: RFQ-cum-RFP for Development of Aerial Passenger Ropeway System between Sangram Sagar and Madan Mahal Fort, Jabalpur Design, Build, Finance, Operate and Transfer Basis under PPP Framework "

2.10.4. At any time prior to the deadline for submission of Bid, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFQ-cum-RFP by the issuance of Addenda.

2.10.5. Any Addendum thus issued will be uploaded on the Authority website viz. <http://jharkhandtourism.gov.in/tenderwithout> identifying the source of queries and the published details shall be binding on the participating Bidders.

2.10.6. In order to afford the Bidders a reasonable time for taking an Addendum into

account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date. Information about extension of the Bid Due Date will be published on Authority website <http://jscljabalpur.org/>.

## C. PREPARATION AND SUBMISSION OF BID

### 2.11. Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

### 2.12. Sealing and Marking of Bids

2.12.3. Technical bid has to be submitted online as well as offline, whereas financial bid has to be submitted only online. Online Two envelope system shall be followed, bidders have to submit the technical bid in hard copy also and in case of difference between the online and offline bid, the bid submitted online shall be considered final (financial bid shall be accepted only via online medium)

2.12.4. **“Envelope A: Technical Bid for *“Development of Aerial Passenger Ropeway System between Sangram Sagar and Madan Mahal Fort, Jabalpur Design, Build, Finance, Operate and Transfer Basis under PPP Framework”* Should contain:**

- i. Bid in the prescribed format (Appendix- I) along with Annexure and supporting documents;
- ii. Power of Attorney for signing the Bid as per the format at Appendix-II;
- iii. if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix III;
- iv. copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix VI;
- v. copy of Memorandum and Articles of Association, if the Bidder/Consortium member is a body corporate, and if a partnership then a copy of its partnership deed;
- vi. copies of Bidder's/ each Consortium member's duly audited balance sheet and profit and loss account for the preceding financial year; and
- vii. any other sector or project specific requirement that may be specified by the Authority.
- viii. Bid Security in the prescribed format (Appendix-IV);
- ix. A copy of the draft Letter of Award and draft Project Development and Management Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney



referred hereinabove.

**“Envelope B: Financial Proposal “Development of Aerial Passenger Ropeway System between Sangram Sagar and Madan Mahal Fort, Jabalpur Design, Build, Finance, Operate and Transfer Basis under PPP Framework”**

*Envelope B:* The original of the Financial Bids shall be submitted separately online only. (Appendix- V)

**Note:**

- Envelop-B Financial bid should be Submitted online only and Envelop-A should be submitted online as well as physically.
- If envelop-A is not submitted physically then bid shall be rejected.
- Please note that in any case if price-bid/Financial Offer submitted manually then bid shall be rejected.
- Only those proposals will be considered for Opening, which has been submitted online as well as in physical form as mentioned above.
- Client has the right to accept or reject any bid without any reason assigned.
- Client has the right to ask for additional documents/information regarding clarification of information provided by the bidder.

Each of the envelopes shall clearly bear the following identification:

RFQ-cum-RFP Bid: *Development of Aerial Passenger Ropeway System between Sangram Sagar and Madan Mahal Fort, Jabalpur Design, Build, Finance, Operate and Transfer Basis under PPP Framework* and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand corner of each of the envelopes.

2.12.5. Hard Copy of the *Envelope A: Technical Bid* shall be addressed to:

**Chief Executive Officer, Jabalpur Smart City Limited, Manas Bhawan, Wright Town  
Jabalpur**

**Instruction to Bidder for e-Tendering**

*Note: Following conditions will over-rule the conditions stated in the tender documents, wherever relevant*

**a. E-Tendering:**

- For participation in e-tendering module of JSCL, it is mandatory for prospective bidders to get registration on website *www.mpeproc.gov.in*. Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.
- Tender documents can be downloaded from website *www.mpeproc.gov.in*. However, the tender document of those bidders shall be acceptable who have made

online payment for the tender documents fee of **Rs 30,000/- (Rs thirty Thousand only)** plus both service & gateway charges separately without which bids will not be accepted.

- Service and gateway charges shall be borne by the bidders.
- As per the directions of the Controller of Certifying Authorities, Ministry of Communication and Information Technology, Government of India, a Class III Digital Certificate shall be required to bid for all tenders solicited electronically. If the bidder does not have such a certificate, it may be obtained from any of the registering authorities or certification authorities mentioned on [http://cca.gov.in/cca/?q=licensed\\_ca.html](http://cca.gov.in/cca/?q=licensed_ca.html). Kindly note that it may take at least three-five business days for the issue of a digital certificate. Bidders are advised to plan their time accordingly. JSCL shall bear no responsibility for accepting bids which are delayed due to non-issuance or delay in issuance of such digital certificate.
- If bidder is bidding first time for e-tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
- Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.
- JSCL shall not be responsible in any way for delay / difficulties / inaccessibility of the downloading facility from the website for any reason whatsoever.
- For any type of clarifications bidders/contractors can visit [www.mpeproc.gov.in](http://www.mpeproc.gov.in). If clarification is not provided it will be deemed that the provisions of RFP shall prevail.

*Envelop-A* be kept in one sealed envelope in physical form (as well as both the Envelops must be submitted Online, *the second envelope (Envelope-B), refers to financial proposal which has to be submitted online only*). This envelope should be properly super scribed that this envelope contains EMD and Technical bid and other allied documents against respective bid with due date & time of tender opening as per Bid- Key Dates. This envelope should be submitted physically till date of submission and opening against each bid (as per Key Schedule). Bids received within specified time (e-tender as well as physical submission) shall be opened only on the date/time specified in presence of the bidders or their authorized representatives, whosoever may be present.

The prospective bidders will upload scanned self-certified copies of requisite documents as required in e-tendering process. The Bid (both online as well as physical) shall be accepted up to last date of the Bid Submission. The same shall be submitted in the office of the undersigned.

1. Those physically submitted documents will be acceptable and considered, if, same are uploaded on the website along with the financial proposal. Cognizance of other physically submitted documents (if any) shall not be taken.
2. The physically submitted envelope of documents will be opened first. The tenders

- received without pre-requisite EMD, tender document fee shall be rejected. The tender documents fees shall not be refunded.
3. No Proposal will be accepted without valid earnest money deposit and Tender Document fee paid Online.
  4. Any mismatch, if found in the documents submitted in physical form and that uploaded online, the documents submitted ONLINE shall be considered final and no justification regarding this shall be entertained by the , JSCL.
  5. Technical bid:- Bidders must positively complete online e-tendering procedure at [www.mpeproc.gov.in](http://www.mpeproc.gov.in). They shall submit the documents as prescribed in the RFP online on the website.

**Envelop B (Financial Proposal):** - Bidder must submit the financial bid document as per the format given in RFP/available Online and uploaded as per instructions therein. Physical submission of Financial Proposal will not be considered and the proposal will be liable for rejection. The financial proposal of technically qualified bidder shall be opened online at the notified date. The bidder can view the financial proposal/price bid opening date by logging into web-site.

- Jabalpur Smart City Limited reserves the right to accept or reject any or all tenders without assigning any reason what so ever.
- In case, due date for Physical submission & opening of tender happens to be a holiday, the due date shall be shifted to the next working day for which no prior intimation will be given.
- Any change/modifications/alteration in the RFP by the Bidder shall not be allowed and such tender shall be liable for rejection.

For amendment, if any, please visit [www.mpeproc.gov.in](http://www.mpeproc.gov.in) web site regularly. In case of any bid amendment and clarification, the responsibility lies with the bidders to note the same from web site of , Jabalpur Smart City Limited, Jabalpur shall have no responsibility for any delay/omission on part of the bidder.

### **2.13. Bid Due Date**

2.13.3. Bids should be submitted before the specified time on the Bid Due Date, at the address provided in Clause 2.13.3 in the manner and form as detailed in this RFQ-cum- RFP.

2.13.4. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.

### **2.14. Late Bids**

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

## **D. EVALUATION PROCESS**

### **2.15. Opening and Evaluation of Bids**

- 2.15.1. The Authority shall open the Bids at the specified time on the Bid Due Date, at the place specified in Clause 2.13.3 and in the presence of the Bidders who choose to attend.
- 2.15.2. The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 3.
- 2.15.3. Bidders are advised that qualification of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.15.4. Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if any Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 2.15.5. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.
- 2.15.6. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

### **2.16. Confidentiality**

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

### **2.17. Tests of responsiveness**

- 2.17.1. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFQ-cum-RFP. A Bid shall be considered responsive only if:
  - i. it is received as per format at Appendix I.
  - ii. it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.14;
- c. contains demand draft of Rs. 30,000/- (Rupees thirty Thousand only) in favour of Executive Director, Jabalpur Smart City Limited, payable at Jabalpur, Madhya Pradesh towards the cost of the Bidding Document.
- d. it is signed, sealed, bound and marked as stipulated in Clause 2.13;

- e. it is accompanied by the Power(s) of Attorney as specified in Clause 2.2.5 and Clause 2.2.6 (c);
  - f. it contains all the information (complete in all respects) as requested in this RFQ-cum- RFP;
  - g. it contains information in formats same as those specified in this RFQ-cum-RFP;
  - h. it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.6(g);
  - i. it is accompanied by the Bid Security as specified in Clause 1.2.7;
  - j. it does not contain any condition or qualification; and
  - k. it is not non-responsive in terms hereof.
- 2.17.2. Bidders may note that the Authority will not entertain any deviations to the RFQ-cum-RFP at the time of submission of the Bid or thereafter. The Bid to be submitted by the Bidders would have to be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFQ-cum-RFP with all its contents including the draft Project Development and Management Agreement. Any conditional Bids shall be regarded as non-responsive and would be liable for rejection.
- 2.17.3. 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.

#### **2.18. Clarifications**

- a) To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be for clarification(s) and all clarification(s) shall be in writing.
- b) If a Bidder does not provide clarifications sought under sub-clause (i) above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the 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 the Authority.

### **E. QUALIFICATION AND BIDDING**

#### **2.19. Qualification and notification**

After the evaluation of Bids, the Authority would announce a list of pre-qualified Bidders who will be eligible for participation in the Bid Stage. At the same time, the Authority would notify the other Bidders that they have not been pre-qualified. The Authority will not entertain any query or clarification from Bidders who fail to qualify.

#### **2.20. Submission of Bids**

Price Bids for only pre-qualified Bidders shall be opened by the Authority. The Bidders are therefore advised to visit the site(s) and familiarise themselves with the Project by the time

of submission of the Bid. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by the Authority.

#### **2.21. Proprietary data**

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

#### **2.22. Correspondence with the Bidder**

The Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

#### **2.23. Other conditions**

2.23.1. A Bidder is eligible to submit only one Bid for the Project. A Bidder bidding individually or as a Lead member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.

2.23.2. Not with standing anything to the contrary contained in this RFQ-cum-RFP, the detailed terms specified in the draft Project Development and Management 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 Project Development and Management Agreement.

2.23.3. The Bidding Documents including this RFQ-cum-RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

2.23.4. Any award of Concession pursuant to this RFQ-cum-RFP shall be subject to the terms of Bidding Documents.

## **F. BID SECURITY**

#### **2.24. Bid Security**

2.24.1. The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 1.2.7 hereinabove in the form of an irrevocable and unconditional bank guarantee issued by a Scheduled Bank, in favour of the Authority in the format at Appendix-IV (the "Bank Guarantee") and having a validity period of not less than 180 days from the Bid Due Date, exclusive of a claim period of 60 days,. For the avoidance of doubt,

Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

- 2.24.2. Bid Security can also be furnished by the Bidder in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of ***“Executive Director Jabalpur Smart City Limited payable at Jabalpur:*** The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.24.3. Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 2.24.4. The Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding Process is cancelled by the Authority. Where Bid Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- 2.24.5. The Selected Bidder’s Bid Security will be returned, without any interest, upon the Bidder signing the Project Development and Management Agreement and furnishing the Construction Period Performance Security in accordance with the provisions of the Bidding Documents.
- 2.24.6. The Authority shall be entitled to forfeit and appropriate Bid Security mutually agreed genuine pre-estimated compensation / damages to the Authority in any of the events specified in Clause 2.26.7 herein below. The Bidder, by submitting its Bid pursuant to this RFQ-cum-RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.24.7. The Bid Security shall be forfeited and appropriated by the Authority as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:
- a. If a Bidder submits a non-responsive Bid;
  - b. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFQ-cum-RFP;
  - c. If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFQ-cum-RFP and as extended by the Bidder from time to time;
  - d. In the case of Selected Bidder, if it fails within the specified time limit:
    - i. to make payments as per this RFQ-cum-RFP; and/or

- ii. to sign the Project Development and Management Agreement; and/or
- iii. to furnish the Construction Period Performance Security within the period prescribed in the LOA.



## **3. CRITERIA FOR EVALUATION OF BIDS**

### **3. CRITERIA FOR EVALUATION OF BIDS**

#### **3.1 Evaluation parameters for Qualification Stage**

- 3.1.1 Only those Bidders who meet the eligibility criteria specified in Clauses 2.2.2 and 2.2.3 above shall qualify for evaluation under this Section 3. Bids of firms/ consortia who do not meet these criteria shall be rejected.
- 3.1.2 The Bidder's competence and capability is proposed to be established by the following parameters:
- a. Technical Capacity; and b. Financial Capacity

#### **3.2 Technical Capacity for purposes of evaluation**

- 3.2.1 The Bidder shall satisfy the Technical Capacity requirement as per provisions of Clause 2.2.

For the purpose of this RFQ-cum-RFP:

- a. Aerial Passenger Ropeway System would be deemed to include ropeways, cableways, tramways, funiculars and like, pulled by rope and used for carrying passengers.

#### **3.3 Details of Experience**

- 3.3.1 The Bidder should furnish the details of Eligible Experience for the past 7 (seven) years immediately preceding the Bid Due date.
- 3.3.2 The Bidders must provide the necessary information and evidence in support to its claim relating to Technical Capacity as per format at Annex II of Appendix I.

#### **3.4 Financial information for purposes of evaluation**

- 3.4.1 The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each member in case of a Consortium) for three preceding financial years from the Bid Due Date.
- 3.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to the same effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for the three years preceding, the year for which the Audited Annual Report is not being provided.
- 3.4.3 The Bidder must establish a minimum Net Worth and Average Annual Turnover as specified in Clause 2.2.2 (B) and provide details as per format at Annex-III of Appendix- I.

### 3.5 Qualification of Bidders

The credentials of eligible Bidders shall be measured in terms of their Technical and Financial Capacity as per clause 2.2.2. In case of a Consortium, the credentials of Members with an equity share of at least 26% (twenty-six per cent) in the Consortium shall be considered for qualification.

### 3.6 Bid Stage

- 3.6.1 In the Bid Stage, Price Bids would be opened only for those Bidders who have been qualified in the Qualification Stage as per Clause 3.5.
- 3.6.2 The Price Bids will be evaluated for the Project on the basis of Lowest Viability Gap Funding (VGF) or Highest Annual Premium Quoted, without any condition.
- 3.6.3 Price Bid is required to be furnished in the format at Appendix-V, Online Only.
- 3.6.4 The Bidder adjudged as responsive in terms of Clause 2.18 and quoting of Lowest Viability Gap Funding (VGF) or Highest Annual Premium Quoted, offered to the Authority shall be declared as the selected Bidder (**the "Selected Bidder"**).
- 3.6.5 In the event that two or more Bidders quote the same amount of Lowest Viability Gap Funding (VGF) or Highest Annual Premium (**the "Tie Bidders"**), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.6.6 In the event that the lowest Bidder withdraws or is not selected for any reason in the first instance (**the "first round of bidding"**), the Authority may in its sole discretion annul the Bidding process Or the Authority may, in its discretion, invite fresh Bids.
- 3.6.7 After selection, a Letter of Award (**the "LOA"**), substantially in the format provided in **Appendix- VII** shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.6.8 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall make payment towards Project Development Expenses and Success Fee as indicated in Clause 1.2.9, and execute the Project Development and Management Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation in the Project Development and Management Agreement.

### **3.7 Contacts during Bid Evaluation**

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

### **3.8 Construction Period Performance Security**

- 3.8.1 The Selected Bidder shall, within the date specified in the LOA, submit a Demand Draft / an irrevocable bank guarantee enforceable at Jabalpur of **Rs. 65,00,000/- (Rupees Sixty five Lakh only)** towards performance security (**the “Construction Period Performance Security”**) issued by a Scheduled Bank in favour of Executive Director, Jabalpur Smart City Limited, Jabalpur.
- 3.8.2 Failures of the Selected Bidder to furnish the Performance Security as provided in Clause 3.8.1 or enter into a Project Development and Management Agreement with the Authority would constitute sufficient grounds for the annulment of LoA. In such event, the Authority reserves the right to
- a. forfeit the Bid Security of the Selected Bidder, and
  - b. either invite the Bidder with the next best offer for negotiations, or
  - c. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 3.8.3 The Authority will promptly notify other Bidders that their Bids have been unsuccessful and their Bid Security will be returned as promptly as possible as and in any case not later than 30 (thirty) days from the date of announcement of the Selected Bidder.

## 4. FRAUD AND CORRUPT PRACTICES

### 1. FRAUD AND CORRUPT PRACTICES

- 4.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Project Development and Management Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Project Development and Management Agreement, the Authority shall reject a Bid, withdraw the LOA, or terminate the Project Development and Management Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Developer, as the case may be, if it determines that the Bidder or Developer, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Construction Period Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 4.2. Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Project Development and Management Agreement, if a Bidder or Developer, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Project Development and Management Agreement, such Bidder or Developer shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Developer, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3. For the purposes of this Clause 4, 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 the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Project

- Development and Management Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Project Development and Management Agreement, who at any time has been or is a legal, financial or technical adviser of the 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 the 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.

## **5. PRE-BID CONFERENCE**

### **2. PRE-BID CONFERENCE**

- 5.1. A Pre-Bid conference of the interested parties shall be convened as per the details provided in Clause 1.3. Interested parties shall contact persons given in Clause 2.6.1 above for any change in the venue / date / time for the Pre-Bid Conference. A maximum of three (3) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2. During the course of Pre-Bid conferences, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 5.3. The Bidder is advised to procure & study the Bidding Documents completely, undertake site visits and submit the queries in writing or by email to the Authority. The queries should be sent to the Authority at least 2 (two) working days before the scheduled Pre-Bid meeting.

## **6. MISCELLANEOUS**

### **3. MISCELLANEOUS**

- 6.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Jabalpur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
  1. 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;
  2. consult with any Bidder in order to receive clarification or further information;
  3. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  4. 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.
- 6.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

## **APPENDICES**



## APPENDIX – I

### Letter Comprising the Bid

(To be submitted on the Letterhead of the Bidder/ Lead Member in case of a Consortium)

Date: dd/mm/yyyy

**To,**

**Chief Executive Officer**

**Jabalpur Smart City Limited**

**Jabalpur**

**Sub:** Proposal for Development of Aerial Passenger Ropeway System between Sangram Sagar and Madan Mahal Fort, Jabalpur Design, Build, Finance, Operate and Transfer Basis under PPP Framework

**Dear Sir,**

With reference to your RFQ-cum-RFP dated

1. I/we, having examined the RFQ-cum-RFP and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Developer for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the development, construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we/ any of the Consortium Members 2 or our/their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:

- i. I/We have examined and have no reservations to the RFQ-cum-RFP, including any Addendum issued by the Authority;
  - ii. I/ We do not have any conflict of interest in accordance with the RFQ-cum-RFP;
  - iii. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section 4 of the RFQ-cum-RFP, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - iv. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFQ-cum-RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
  - v. the undertakings given by us along with the Proposal in response to the RFQ-cum-RFP for the Project were true and correct as on the date of making the Proposal and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
  - vi. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Projects, without incurring any liability to the Bidders, in accordance the RFQ-cum-RFP.
8. I/ We believe that we/ our Consortium meet(s) the requirements as specified in the RFQ-cum-RFP and are/ is qualified to submit a Bid.
  9. I/ We declare that we/any Member of the Consortium, or our/its Associates are/ is not a Member of a/any other Consortium submitting a Bid for the Project.
  10. I/We certify that in regard to matters other than security and integrity of country, we/any Member of the Consortium or any our/their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  11. I/We further certify that in regard to matters relating to security and integrity of the country, we/any Member of the Consortium have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
  12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors.
  13. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
  14. [I/ We acknowledge and undertake that our Consortium was qualified on the basis of

Technical Capacity and Financial Capacity of the members who shall for a period of 3 (three) years from COD, jointly hold equity share capital not less than 76% (seventy-six per cent) of the subscribed and paid up equity of the Developer and the Lead Member shall hold 51% (fifty-one per cent) of the subscribed and paid up equity of the Developer throughout the Concession Period of the Project. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Project Development and Management Agreement in respect of Change in Ownership.]

15. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Project Development and Management Agreement but prior to Financial Closure of the Project, it would, notwithstanding anything to the contrary Development and Management Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
16. I/ We understand that the Selected Bidder shall incorporate a Special Purpose Vehicle as a company under the Indian Companies Act, 2013, prior to execution of the Project Development and Management Agreement.
17. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
18. In the event of my/our being declared as the Selected Bidder, I/We agree to enter into a Project Development and Management Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
19. I/We have studied all the Bidding Documents carefully and also surveyed the Project Site. We understand that except to the extent as expressly set forth in the Project Development and Management Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.
20. I/We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Projects and the terms and implementation thereof.
21. I/We offer a Bid Security as specified in Clause 2.26 to the Authority in accordance with the RFQ-cum-RFP. The Bid Security is in the form of a Demand Draft/ irrevocable and unconditional Bank Guarantee (strike out whichever is not applicable) is attached.
22. The Statement of Legal Capacity as per format provided at Annex IV in Appendix I of the RFQ-cum-RFP document, and duly signed, is enclosed. The power of attorney

for signing of Bid and the power of attorney for Lead Member of consortium, as per format provided in the RFQ-cum-RFP, are also enclosed.

23. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
24. The Annual Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFQ-cum-RFP, draft Project Development and Management Agreement, our own estimates of costs and revenues and after a careful assessment of the Project Site and all the conditions that may affect the Project cost and implementation of the Project.
25. I/We agree and undertake to abide by all the terms and conditions of the RFQ-cum-RFP.
26. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Developer under the Project Development and Management Agreement till Financial Closure in accordance with the Project Development and Management Agreement.}
27. I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFQ-cum-RFP.

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

Yours faithfully,

(Signature of the Authorized signatory) Date:

Place:\_\_\_\_\_

(Name and designation of the of the Authorized signatory) Name and seal of Bidder/Lead Firm\_\_\_\_\_

*Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, or modified as necessary to reflect Bidder specific particulars.*

1. All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder.
2. If the Bidder is not a consortium, the provisions applicable to consortium may be omitted

## Annex-I to Appendix I

### Details of Bidder

*(To be submitted on the Letterhead of the Bidder/ Lead Member in case of a Consortium)*

1. (a) Name:
  - (b) Country of incorporation:
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (d) Date of incorporation and/or commencement of business:
  
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Projects:
  
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
  1. Name:
  2. Designation:
  3. Company:
  4. Address:
  5. Telephone Number:
  6. E-Mail Address:
  7. Mobile Number:
  
4. Particulars of the Authorized Signatory of the Bidder:
  - Name:
  - Designation:
  - Company:
  - Address:
  - Telephone Number:
  - E-Mail Address:
  - Mobile Number:
  
5. In case of a Consortium:
  - a. The information above (1-4) should be provided for all the members of the Consortium.
  - b. A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.6(g) should be attached to the Bid.
  - c. Information regarding role of each member should be provided as per table below:

	Name of	Role {Refer	Percentage of equity in the Consortium
1.			
2.			

- d. The following information shall also be provided for each member of the Consortium:

Name of Bidder/ member of Consortium:

No	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by them, from participating in any project[s] (BOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid.		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the members of its consortium (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

**Annex -II to Appendix I**  
**Technical Capacity of the Bidder<sup>3</sup>**

*(To be submitted on the Letterhead of the Bidder/ Lead Member in case of a Consortium)*

Bidder	Project Name	Length of Aerial Passenger Ropeway	Location	Entity for which the project was Developed/ Constructed & Operated	Date of commencement of project/ contract	Date of completion/ commissioning	Equity shareholding (with period during which equity was held)
<b>Bidder / Lead Member of Consortium</b>							

**Format for Certificate from Statutory Auditor for Technical Capacity of the Bidder**

*(To be submitted on the Letterhead of the Statutory Auditor)*

**Certificate from the Statutory Auditor/ Client regarding Development/ Construction and Operation works**

Based on its books of accounts and other published information authenticated by it, this is to certify that ..... (Name of the Bidder/Member/Associate) was engaged by ..... (Title of the project company) to Develop/ Construct and Operate ..... (Name of project). The construction of the project commenced on ..... (Date) and the project was / is likely to be commissioned on ..... (Date, if any).

It is certified that .....(Name of the Bidder/ Member/ Associate) holds ..... % of the subscribed and paid up equity of ..... (Name of project) as per clause 2.2.2(A).

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the authorized signatory).

Date:

**Statement of Legal Capacity**

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

Ref.

Date: dd/mm/yyyy

**To,**

**Chief Executive Officer  
Jabalpur Smart City Limited  
Jabalpur**

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFQ-cum-RFP document.

We have agreed that (insert member's name) will act as the Lead Member of our consortium.

We have agreed that \_\_\_\_\_ (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf and has been duly authorized to submit the RFQ-cum-RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully

(Signature, name and designation of the authorized signatory)

For and on behalf of.....



## APPENDIX - II

### Power of Attorney for Signing of Bid

(To be submitted on Stamp paper of relevant value)

Know all men by these presents, We, \_\_\_\_\_  
(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is presently employed with us/ the Lead Member of our Consortium and holding the position of \_\_\_\_\_, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Development of Aerial Passenger Ropeway System between Sangram Sagar and Madan Mahal Fort, Jabalpur Design, Build, Finance, Operate and Transfer Basis under PPP Framework (**the "Project"**) proposed by the Jabalpur Smart City Limited (**the "Authority"**) including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Project Development and Management Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Project Development and Management Agreement with the Authority.

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

IN WITNESS WHEREOF WE, \_\_\_\_\_ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_.

For -----

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarised)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

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 shareholder's resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

## APPENDIX - III

### Power of Attorney for Lead Member of Consortium

(To be submitted on Stamp paper of relevant value)

Whereas the “Authority” has invited Bids from interested parties for the Development of Aerial Passenger Ropeway System between Sangram Sagar and Madan Mahal Fort, Jabalpur Design, Build, Finance, Operate and Transfer Basis under PPP Framework

Whereas,

and

(collectively the “Consortium”) being Members of the

Consortium are interested in bidding for the Project[s] in accordance with the terms and conditions of RFQ-cum-RFP and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, M/s \_\_\_\_\_ having our registered office at \_\_\_\_\_ and M/s \_\_\_\_\_ having our registered office at \_\_\_\_\_ (the respective names and addresses of the registered office) (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s \_\_\_\_\_ having its registered office at, \_\_\_\_\_ being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (*hereinafter referred to as the “Attorney”*). We hereby irrevocably authorize the Attorney (*with power to sub-delegate*) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of bid[s] of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in

connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF \_20\*\*

For ..... (Signature)

..... (Name & Title) For ..... (Signature)

..... (Name & Title)

(Executants)

(To be executed by all the Members of the Consortium) Witnesses:

- 1.
2. ....

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.*
- *Also, 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.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be*
- *legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

## APPENDIX- IV

### Bank Guarantee for Bid Security

(To be submitted on Stamp paper of appropriate value)

B.G. No.

Dated:dd/mm/yyyy

1. In consideration of you, Chief Executive Officer, having its office at Manas Bhawan, Wright Town, Jabalpur, (hereinafter referred to as the "**Authority**", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of \_\_\_\_\_ [a Company registered under provision of the Companies Act, 1956] and having its registered office at \_\_\_\_\_ [and acting on behalf of its Consortium] (hereinafter referred to as the "**Bidder**" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the *Development of Aerial Passenger Ropeway System between Sangram Sagar and Madan Mahal Fort, Jabalpur Design, Build, Finance, Operate and Transfer Basis under PPP Framework* (hereinafter referred to as the "**Project**") pursuant to the RFQ-cum-RFP dated \_\_\_\_\_ issued in respect of the Project and other related documents (hereinafter collectively referred to as "**Bidding Documents**"), we [Name of the Bank] having our registered office at \_\_\_\_\_ and one of its branches at \_\_\_\_\_ (hereinafter referred to as the "**Bank**"), at the request of the Bidder, do hereby in terms of the RFQ-cum-RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFQ-cum-RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of **Rs. 10,00,000/-** (Rupees Twenty-Four Lakh only) as bid security (hereinafter referred to as the "**Bid Security**") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set-forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be

restricted to an amount not exceeding

4. This Guarantee shall be irrevocable and unconditional and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date exclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch that shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforce able against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by      Bank

By the hand of Mr./Ms \_\_\_\_\_, its \_\_\_\_\_ and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

## APPENDIX V –

### Price Bid

(To be submitted online only)

To,  
Chief Executive Officer  
Jabalpur Smart City Limited  
Jabalpur

Sub: Price Bid for Development of Aerial Passenger Ropeway System between Sangram Sagar and Madan Mahal Fort, Jabalpur Design, Build, Finance, Operate and Transfer Basis under PPP Framework

Dear Sir

With reference to your RFQ cum RFP document dated \_\_\_\_\_, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Price Bid for the aforesaid Project. The Price Bid is unconditional and unqualified.

I/We hereby submit our Price Bid and offer Annual Fee of

1. I undertake to develop the aforesaid project as per condition of the RFP after taking Grant / pay to the Client (Authority) an Annual Premium for the Cluster as mentioned below

S.No.	City	VGF/Annual Premium Mention "V" for VGF and "P" for Annual Premium	Amount for the Cluster by the bidder (In Figures)	Amount for the Cluster by the bidder (In Words)
1	JABALPUR			

- Bid can be quoted in Positive or Negative. If Grant is required, it should be quoted as Negative. If premium is offered, it should be quoted as Positive.
2. I/We hereby understand and agree that the Price Bids will be evaluated for the Project on the basis of Lowest Viability Gap Funding (VGF) or Highest Annual Premium Quoted, without any condition. This shall constitute the sole criteria for evaluation of Bids.
  3. I / we understand that the Authority is not bound to accept the lowest or any Price Bid(s) received.
  4. The Viability Gap Funding (VGF) or Annual Premium has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFQ-cum-RFP, Draft Project Development and Management Agreement, and our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Bid.
  5. I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFQ-cum-RFP.
  6. I/We confirm that our Price Bid is unconditional and that we accept all terms and conditions specified in the RFQ-cum-RFP document.
  7. I/We agree to be bound by this offer if we are the Selected Bidder for the aforementioned Project. In witness thereof, I/We submit this Price Bid under and in accordance with the terms of the RFQ-cum-RFP document.



Yours faithfully,  
(Signature of the Authorized signatory)

Date: Place:  
(Name and designation of the of the Authorized signatory)

Name and seal of Bidder/Lead Firm

Note:

- i. The Bidder is expected to quote the Viability Gap Funding (VGF) or Annual Premium after understanding the terms and conditions provided in the Bidding document including the set out in the draft Project Development and Management Agreement.
- ii. The Annual Premium offered shall be exclusive of GST and all other taxes. The GST and all other taxes, if any shall be paid by the Selected Bidder.
- iii. The Annual Premium is payable throughout the Concession Period commencing from Commercial Operations Date / Scheduled Construction Completion Date, whichever is earlier.
- iv. VGF (Viability Gap Funding) quoted will be payable in 3 equal installment during the construction period (2 Years).

## APPENDIX-VI – Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ...../20..... AMONGST

A. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ..... (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

B. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ..... (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND, THIRD PARTY are collectively referred to as the

“Parties” and each is individually referred to as a “Party”

WHEREAS

A. Jabalpur smart city Limited , represented by its Chief Executive Officer and having its Principal Office at Office of JSCL, Manas Bhawan (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the “Bids”) by its RFQ-cum-RFP Notice No. .... dated ..... (the “RFQ-cum-RFP”) for selection of bidders for Development of Aerial Passenger Ropeway System between Sangram Sagar and Madan Mahal Fort, Jabalpur Design, Build, Finance, Operate and Transfer Basis under PPP Framework (*the “Project”*).

B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFQ-cum-RFP and other bid documents in respect of the Project, and

C. It is a necessary condition under the RFQ-cum-RFP that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

2.1. The Parties do hereby irrevocably constitute a consortium (the “Consortium”)

for the purposes of jointly participating in the Bidding Process for the Project.

2.2. The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall from an appropriate Special Purpose Vehicle (the "SPV") for entering into a Project Development and Management Agreement with the Authority and for performing all its obligations as the Developer in terms of the Project Development and Management Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the Consortium with experience in Development/ Construction and Operation of Aerial Passenger Ropeway Systems and shall have the power of attorney from Other Member for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Project Development and Management Agreement when all the obligations of the Developer shall become effective;
- b) Party of the Second Part shall be {the Other Member of the Consortium}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFQ-cum-RFP and the Project Development and Management Agreement, till such time as the Financial Closure for the Project is achieved under and in accordance with the Project Development and Management Agreement.

6. Shareholding in the Developer

6.1. The Parties agree that the proportion of shareholding among the Parties in the Developer shall be as follows:

First Party:

Second Party:

6.2. The Parties undertakes that the Lead Member shall hold equity share capital not less than 51% (fifty-one per cent) of the subscribed and paid up equity of the Developer throughout the Concession Period of the Project; and Other Member shall hold equity share capital not less than 26% (twenty-six per cent) of the subscribed and paid up equity of the Developer for a period of 3 (three) years from the COD.

6.3. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Project Development and Management Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - i. require any consent or approval not already obtained;
  - ii. violate any Applicable Law presently in effect and having applicability to it;
  - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

## 8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Closure of the Project is achieved under and in accordance with the Project Development and Management Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

## 9. Miscellaneous

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

9.2. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by: (Signature)

(Name) (Designation)

(Address)

SECOND PART by: (Signature) (Name) (Designation)

(Address)

In the presence of:

1.

2.

**Notes:**

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

## APPENDIX- VII- Draft Letter of Award

Letter no.

Date: dd/mm/yyyy

To

<Name and address of the Selected Bidder>

**Sub:** Letter of Award (“LoA”) for the Development of Aerial Passenger Ropeway System between Sangram Sagar and Madan Mahal Fort, Jabalpur Design, Build, Finance, Operate and Transfer Basis under PPP Framework (the “Project”)

Dear Sir,

1. This is with reference to the Bid submitted by \_\_\_\_\_ in accordance with the RFQ-cum-RFP dated \_\_\_\_\_ and the corrigendum/addendum \_\_\_\_\_ thereto dated \_\_\_\_\_ (hereinafter collectively referred to as the ‘RFQ-cum-RFP’) issued by Jabalpur Smart City Limited (hereinafter referred to as the “Authority”), towards qualification of eligible bidders for submission of Price Bids in terms of the RFQ-cum-RFP;

For avoidance of doubt it is hereby clarified that unless otherwise referred hereunder or repugnant to the context or usage thereof, the capitalized terms used under this LOA shall have the meaning as respectively ascribed thereto under the RFQ-cum-RFP or the Project Development and Management Agreement to be executed in terms of the RFQ-cum-RFP and the LOA, as the case may be.

2. We are pleased to inform you that pursuant to the evaluation of the received bids, in terms of the RFQ-cum-RFP, your Price Bid (copy attached herewith as Annexure ‘A’) has been accepted and \_\_\_\_\_ has been identified as the Selected Bidder for undertaking the implementation of the Project, subject always & exclusively to the terms hereof, the RFQ- cum-RFP and the Project Development and Management Agreement to be executed as per the terms of the RFQ-cum-RFP and this LOA.

3. It is hereby understood and, for abundant clarity, reiterated that as per your Price Bid, the Annual Fee quoted by you, in terms of the RFQ-cum-RFP and the Project Development and Management Agreement, is Rs. \_\_\_\_\_ (both in figures & words).

4. Further, as per the terms of the RFQ-cum-RFP and the Project Development and Management Agreement, you are requested to comply with and fulfil the following terms and conditions within the time and in the manner & sequence, as prescribed hereunder:

a. within 7 (seven) days of the issuance of LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof and as per the provision of Clause 3.6.8 of the RFQ-cum-RFP;

b. within 45 (forty-five) days of the issuance of LOA, incorporate a Special Purpose Vehicle

(the "SPV") for entering into a Project Development and Management Agreement with the Authority as per provision of the RFQ-cum-RFP; and

5. After absolute & unconditional fulfilment of the conditions mentioned hereinabove and in addition thereof, you are requested to execute and ensure execution of the Project Development and Management Agreement, in the format set forth in the RFQ-cum-RFP, between the Authority and the Developer, within 45 (forty-five) days from the date of this LOA.

6. It may also be noted that in the event of any failure to comply with any one or more of the terms and conditions mentioned in this LOA and/or the RFQ-cum-RFP within the time and in accordance with the manner prescribed there for, including without limitation the acknowledgement of this LOA, the Authority shall, in addition to all other rights and remedies that may be available to it under the provisions of the RFQ-cum-RFP, this LOA, law and equity or otherwise, at its absolute discretion be entitled to treat your Bid as rejected and unilaterally cancel/revoke this LOA and deal with the captioned Project as it may deem fit in its sole and absolute discretion.

In such an event the Selected Bidder (or any person claiming under it) shall have no claim or demand or entitlement against the Authority, of any nature whatsoever. Further, under any circumstances, the Authority, shall not be liable or responsible to the Selected Bidder or any person claiming under it, for any direct or indirect damages, costs, expenses, loss of business, business competition, loss of investment, or any other loss or damage, costs or expenses, upon cancellation/revocation of this LOA, howsoever caused.

7. The Selected Bidder shall indemnify and keep indemnified the Authority, its respective directors, consultants, contractors, officers, employees and/or agents, against all claims and loss, that they may suffer/ sustain or are likely to suffer/ sustain, due to or in relation to all/ any acts and omissions of the Selected Bidder, its employees, staff, personnel, etc., pursuant to or in relation to this LOA, the RFQ- cum-RFP or the Project Development and Management Agreement.

8. Notwithstanding anything to the contrary contained hereinabove, the arbitration Clause here- under shall be a final and binding agreement between the Authority and the Selected Bidder and shall survive the cancellation/ revocation /annulment of this LOA:

- i. Any and all disputes controversy or claim, relating to or arising out of the LOA or the rights and obligations of the Authority and the Selected Bidder, under this LOA, including but not limited to validity, interpretation, scope, effect, termination of the terms contained in this LOA, shall be settled by arbitration by a sole arbitrator to be appointed by the Authority or its nominee within thirty (30) days of receipt of a request for appointment of arbitrator, which notice should contain all information regarding the dispute(s) between the parties.

- ii. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be at Jabalpur, Madhya Pradesh and it shall be conducted in the English language.
- iii. The arbitral award shall be in writing, state the reasons for the award and be final and binding on the Authority and the Selected Bidder. The award may include an award of costs, including reasonable attorney's fees and disbursements. LOA, the courts at Jabalpur, Madhya Pradesh shall have exclusive jurisdiction.

9. It may additionally be noted that this LOA is only intended to convey the Authority's acceptance of your Bid, subject to the terms & conditions specified hereinabove and in the RFQ-cum-RFP and as reiterated in the Project Development and Management Agreement, and it does not by itself create any rights or contractual relationship with the Authority or casts any corresponding obligation with respect to the Project or otherwise on the Authority. Any such right or relationship shall come into effect only upon your unconditional compliance with the terms & conditions set out herein and the execution of Project Development and Management Agreement as per term hereof and the RFQ-cum-RFP.

10. The Selected Bidder shall keep the Bid Security furnished to the Authority by the Selected Bidder in terms of the RFQ-cum-RFP, valid and subsisting until Selected Bidder has provided Construction Period Performance Security under the terms of this LOA, and shall, if required, extend the validity period of Bid Security (as directed by Authority) to keep it valid and subsisting until Selected Bidder furnishes Construction Period Performance Security to the Authority.

11. Without prejudice to anything stated in this LOA and/or the RFQ-cum-RFP, and as a token of

receipt and your acknowledgment of this LOA as well as an absolute, unconditional & unqualified compliance of the conditions mentioned hereunder, you are hereby requested to return a duplicate copy of the same to us, duly signed by your authorized signatory, within 7 (seven) days from the date of this LOA.

Thanking You

For & on behalf of

Jabalpur smart City Limited

Name

Designation



## **Appendix VIII**

### **Format for Acknowledgement**

#### **Format for Acknowledgement of the Letter of Award for the Development of Aerial Passenger Ropeway System between Sangram Sagar and Madan Mahal Fort, Jabalpur Design, Build, Finance, Operate and Transfer Basis under PPP Framework**

We, \_\_\_\_\_, a company incorporated under the Companies Act, 1956/2013 and having its Registered Office at \_\_\_\_\_, on behalf of the Selected Bidder / Consortium do hereby acknowledge the receipt of the Letter of Award (“LOA”) for the Development of Aerial Passenger Ropeway System between Sangram Sagar and Madan Mahal Fort, Jabalpur Design, Build, Finance, Operate and Transfer Basis under PPP Framework (the ‘Project’) issued by Jabalpur Smart City limited vide their Letter no. \_\_\_\_\_ dated \_\_\_\_\_. We accept and undertake to absolutely and unconditionally comply with the terms and conditions contained herein.

Signature:

(Authorized Signatory)

Name and Address Place and Date: