

ROPEWAYS AND RAPID TRANSPORT SYSTEM DEVELOPMENT CORPORATION H.P. LIMITED

REQUEST FOR PROPOSAL

for Consultancy services for Preparation of Detailed Project Report for ropeway connectivity to Killar through Sach Pass in District Chamba., Himachal Pradesh

Government of Himachal Pradesh is committed to make endeavors for the improvement of physical infrastructure in the State by creating and enhancing more transport facilities for the public & tourists. After successful bidding of many projects, Government of Himachal Pradesh through **Ropeways and Rapid Transport System Development Corporation H.P. Limited (RTDC)** proposes to develop a Ropeway in the State on EPC mode with following details:

Sr. No.	Passenger Ropeway Project	District	Approx. Length
1.	Ropeway to Killar through Sach Pass	Chamba	~21.80 KM



For further details i.e. detailed scope of work, minimum eligibility criteria, bidding procedure and other terms and conditions, please refer to the detailed RFP documents hosted (by 19th December 2019) on our website www.himachal.nic.in/transport or contact at the address given below. The interested bidders are invited to attend the pre bid meeting which shall be held on **06.01.2020 at 1100 hrs** at RTDC office, Shimla. **For further updates, please visit website periodically.**

For further information, please contact

ATTN. OF:	The Chief General Manager Ropeways and Rapid Transport System Development Corporation H.P. Limited (RTDC)
ADDRESS:	US Club, Shimla – 171001
PHONE NO.:	+91-9418481177, +91-9418457129.
E-mail ID:	cgmrdchp@gmail.com

LAST DATE OF RECEIPT OF PROPOSAL IS ON/BEFORE 03.02.2020 (UPTO 1200 HRS)

**ROPEWAY AND RAPID TRANSPORT
SYSTEM DEVELOPMENT CORPORATION
H.P. LIMITED (RTDC)
Government of Himachal Pradesh**

REQUEST FOR PROPOSAL

FOR

Request for Proposal for Consultancy Services for Preparation of Detail Project Report (DPR) for Ropeway Connectivity to Killar through Sach Pass in Chamba District, Himachal Pradesh.

RFP No: RTDC-3/2019-20

**Chief General Manager
RTDC, Himachal Pradesh**

December-2019

Request for Proposal for Consultancy Services for Preparation of Detail Project Report (DPR) for Ropeway Connectivity to Killar through Sach Pass in Chamba District, Himachal Pradesh.

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CHAPTER -1

INVITATION OF BIDS FROM EXPERIENCED BIDDERS

CHAPTER 1

1.1 INVITATION OF BIDS FROM EXPERIENCED BIDDERS

Date: _____ 2019.

To,

(Name & address of agency)

Sub: Request for BIDS for Consultancy Services for Preparation of Detail Project Report (DPR) and Bid Documents (RFP) for Ropeway Connectivity to Killar through Sach Pass in Chamba District, Himachal Pradesh through a Quality and Cost Based Selection (QCBS) process

1. Bids are invited by Ropeways and Rapid Transport System Development Corporation H.P. Limited from consultants for Consultancy services for subject mentioned project. More details on the Services are provided in the Terms of Reference (TOR).
2. It is not permissible to transfer this invitation to any other firm.
3. A firm will be selected under Quality and Cost Based Selections (QCBS) procedures and in the formats as described in this RFP.
4. Details on the BIDS's submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITB.

Yours faithfully

**Chief General Manager
RTDC, US Club Shimla-1
Himachal Pradesh**

1.2. PURPOSE OF THE ASSIGNMENT

1.2.1 : INTRODUCTION

Himachal Pradesh is a beautiful northern state of India, which came into existence on April 15, 1948. It has 12 districts with geographical area of 55,673 sqm and forest cover of 37,033 sqm i.e. 66.52% of the total area. Its entire region is mostly hilly with an altitude ranging from 350m to 7000m above mean sea level (M.S.L.). Geographically Himachal can be divided into three distinct regions the Shivaliks or Outer Himalayas, Middle or Inner Himalayas and Greater Himalayas or Alpine zone and the state is endowed with natural beauty. The geographical condition of the state is such that it is not possible to connect all locations by roads, moreover construction of roads is also not possible in wildlife sanctuary, reserve forest or private land as land holding of the people is very less. Therefore Ropeway and Rapid Transport System Development Corporation Limited HP (RTDC) have been created as single nodal agency with a mandate to provide ropeway and other overhead mass rapid transport system connectivity throughout the state of Himachal Pradesh with following purposes:-

- To connect left out habitations where construction of roads is not possible due to non-availability of land or forest clearance.
- To connect new places of tourist attractions and explore new opportunities of tourism and to further enhance revenue of the state.
- To decongest cities by providing overhead means of transportation.
- Providing overhead means of communication on high density roads and cities like Sky Buses, Pod Cars etc.
- To provide first and last mile connectivity as per requirement.



At present Killar is connected by 161 Kms long road with Chamba via Saach pass situated at an altitude of 4461 m. This valley remains cutoff from the rest of the world

for at least six months due to heavy snowfall at Saach. In view of above and the fact that all weather connectivity is paramount for the people living in Killar valley, eco-friendly ropeway connectivity has been found as the most suitable innovative transport solution. It has been decided to connect Killar valley with Chamba by providing ropeway connectivity through Sach pass from Bhanodi to Pregaron. The above project would bring overall growth and socio-economic development in the tribal area of Killar valley due to:-

- Availability of year round transportation for their livestock, horticulture, agriculture produce and other materials.
- Harnessing of tourism potential of the unexplored areas in this valley.
- Year round access of natives to advanced facilities of health/ education etc. in Chamba and other parts of the state/country.

Sach Pass is a mountain pass in Chamba District, Himachal Pradesh, India on the Pir Panjal range of the Himalayas. It is 127 km (79 mi) from the District Headquarters. It connects the Chamba valley with the Pangivalleys of Himachal Pradesh, India. There is one helipad on ascending towards Sach pass from Bairagarh of Himachal Pradesh. The pass is open from June or early July to mid-October. The road is narrow and unmetalled. It is the gateway to the Pangni Valley. It is the shortest and toughest route from Chamba to the Killar (170 km) and has been newly constructed. Sach pass can be reached from three directions, via Pathankot-Dalhousie road, Manali- Udaipur road, and Udhampur/Anantnag-Kishtwar road. The first is the shortest, more treacherous, and most popular route, given that the other routes are very long in comparison. In view of above, the Ministry of Tribal Affairs (MoTA), Govt of India has approved a proposal for providing all weather ropeway connectivity to Killar valley over Sach Pass Vide notification No F.No.11015/02(8)/2019-Grants dated 22/10/2019. In addition, this ropeway project will open up Sach Pass and other adjoining areas as a major tourist attraction especially for winter tourism.

Tentative alignment:-

The proposed ropeway will have 8 stages of total tentative length of 21.80 kms and will start from Bhanodi to Sach Pass and terminating at Pre-Garaon. The Bhanodi on chamba side and Pregaron on Killar side have round the year connectivity by road.

Line diagram of proposed ropeway



i. Route Span and Technology Proposed

Bhanodi to Pre Garon Ropeway			
S.No	Route	Length	Technology Proposed
1	Bhanodi – Satraundi	~ 5.1 Km	(Mono- Cable Gondola Detachable)MGD*
2	Satraundi - Saach Pass	~ 2.1 Km	3-S Aerial Tram Way*
3	Saach Pass - ITP 1	~ 2.7 Km	3-S Aerial Tram Way*
4	ITP 1 - ITP 2	~ 2.1 Km	(Mono- Cable Gondola Detachable)MGD*
5	ITP 2 - ITP 3	~ 1.7 Km	(Mono- Cable Gondola Detachable)MGD*
6	ITP 3 - ITP 4	~ 1.2 Km	(Mono- Cable Gondola Detachable)MGD*
7	ITP 4 - ITP 5	~ 1.2 Km	(Mono- Cable Gondola Detachable)MGD*
8	ITP 5 - Pre Garon	~ 5.7 Km	(Mono- Cable Gondola Detachable)MGD*

ii. Stations coordinates/elevations

Bhanodi to Pre Garon Ropeway			
S.No	Station Name	Station Co-ordinates	Elevation
1	Bhanodi	32°57'51.39"N, 76°10'52.02"E	2624 m
2	Satraundi	32°59'38.40"N, 76°13'15.60"E	3629 m
3	Saach Pass	33° 0'21.60"N, 76°14'20.40"E	4404 m
4	ITP1	33° 0'12.92"N, 76°16'2.96"E	4040 m
5	ITP2	33° 1'0.56"N, 76°16'52.28"E	3577 m
6	ITP3	33° 1'47.94"N, 76°17'26.49"E	3369 m
7	ITP4	33° 2'0.90"N, 76°18'9.57"E	3083 m
8	ITP 5	33° 2'3.43"N, 76°18'54.88"E	2931 m
9	Pre – Garon	33° 4'36.27"N, 76°21'3.13"E	2748 m

** The proposed technology is based on the preliminary investigation of site, this is subject to change after detail engineering studies like topo survey and soil analysis etc.*

1.2.2: PURPOSE

RTDC has decided to outsource the services of consultant with broad scope of works as identified in the Detailed Terms of Reference (TOR) from qualified, technically competent, experienced consultancy agencies with a view to ensure quality assurance, timely completion of the work.

Request for BIDS for Consultancy Services for Preparation of Detail Project Report (DPR) for EPC Contract for ropeway connectivity as described herein the TOR.

Bidders are, therefore, invited through this Request for proposal (RFP) to present your technical and financial offers offline for further consideration by RTDC for selection of the consultants.

The firm will be selected under the quality and cost based selection procedures described in this RFP.

CHAPTER 2

INSTRUCTIONS TO APPLICANT CONSULTANTS FOR PREPARING THE BIDS

CHAPTER 2

2.1 : Preparation of Bids

2.1.1. The Bidder's Bids should demonstrate the firm's capability and approach for carrying out the task set forth in the **Terms of Reference** (TOR) through the proposed personnel with clear understanding of requirements of the assignments. The TOR is provided in Chapter 4.

2.1.2. The following table summarizes the contents and the maximum number of pages that are expected for the technical Bids (A page means a printed side of a paper sheet).

Contents	Page Limit
Cover Letter	Maximum two (2) pages excluding necessary attachment.
General Approach & Methodology, Work Program & Personnel Schedule	50 Pages but should be concise and to the point.
Personnel Bio-data	No limit, but normally should not exceed five (5) pages for each expert's bio-data.
Comments on TOR	3 Pages, but be concise and to the point
Counterpart staff and Facilities	3 Pages

1.3. The maximum number of pages as indicated in the table should not exceed as far as possible.

1.4. The BIDS should be prepared in English.

2.2. CONTENT OF THE BIDS

2.2.2. Cover Letter:

Bids should have a cover letter signed by a person with authorization from the Board of Directors or Management of consultancy organization.

2.2.2 General Approach & Methodology:

Describe, in a concise, complete, logical, and creative manner, how your team will carry out services to meet all the requirements of the TOR. Your proposed approach and methodology should be supported with discussion of your understanding of the project objectives and your assessment of the project preferably through as many site visits. The number of pages covering this section and the next one (work program and personnel schedule) should be fifty (50) as far as possible.

2.2.3. Work Program and Personnel Schedule:

Present your work program in a clear and logical sequence supported by:

- A graphical presentation of the work activities (bar graph / Gantt chart) with indication of the responsibilities of the team members for these activities.
- A personnel schedule indicating clearly the estimated duration in terms of person-months and the probable timing of the assignments of each team member including time required for as many site visits.

2.2.4. Personnel:

The name, age, nationality, background, employment records and detailed professional experience of each expert to be assigned for providing the proposed services, with particular reference to the kind of experience required for the project, should be presented in the bio-data format (CV) provided in Chapter-5.

2.2.5. Comments on the Terms of References:

Provide comments, if any, on the TOR to improve performance in carrying out the assignment. Innovativeness will be appreciated in consideration of workable suggestions that could improve the quality / effectiveness of the project.

2.3. INSTRUCTIONS TO THE BIDDER FOR PREPARING THE BIDS

<p>Introduction</p>	<ul style="list-style-type: none"> • The RTDC will select a consulting firm / organization (the consultant among those who submit their BIDS in response to the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet. • The consultants are invited to submit a technical bid and a financial bid, as specified in the Data Sheet for consulting services required for the assignment named in the Data Sheet. The Bids will be the basis for contract negotiations and ultimately for a signing of contract with the selected firm. • Consultants should familiarize themselves with local conditions and take them into account in preparing their Bids. To obtain first hand information on the assignment and local conditions, Consultants are encouraged to visit the site before submitting their Bids. • Consultants shall bear all costs associated with the preparation and submission of their BIDSs and contract negotiation. The RTDC is not bound to accept any BIDS, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
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<p>Origin of Consulting Services Only one BIDS</p>	<p>Consultants shall submit one bid only. If a Consultant submits or participates in more than one bid, such Bids shall be disqualified.</p>
<p>BIDS Validity</p>	<p>The Data Sheet indicates how long Consultant’s bid must remain valid after the submission date. During this period, Consultants shall maintain the availability of professional staff nominated in the bid. The RTDC will make its best effort to complete negotiations within this period. Should the need arise, however, the RTDC may request Consultants to extend the validity period of their Bids. Consultants who agree to such extension, shall confirm that they maintain the availability of the professional staff nominated in the bid or in the confirmation of extension of validity of the BIDS, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants, who do not agree, have the right to refuse to extend the validity of their Bids.</p>
<p>EMD</p>	<p>Bidder has to deposit Rs 30 Lacs (Rs. Thirty Lacs Only) Lump- Sum amount as Earnest Money Deposit/Bid security.</p>
<p>Performance Security</p>	<p>Consultant has to provide performance security of 10% of total accepted value of contract as per follows:</p> <ol style="list-style-type: none"> 1) 5% of the total accepted fees in the form of Bank Guarantee (BG) while signing the contract for Complete Contract Period. 2) 5 % of the total accepted fees in the form of BG within ten(10) days from the date of actual start of the services for Complete Contract Period

<p>Site Visit & Verification of Information</p>	<p>Applicant Consultants before submitting their respective Bids, may visit the project site and ascertain for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data , applicable laws and regulations or any other matter considered relevant by them. All costs for such visits shall be met with by the Consultant.</p>
<p>Clarification and amendment of RFP documents</p>	<p>At any time before the submission of Bids, the RTDC may amend the RFP by issuing an addendum. The addendum shall be uploaded on website and all applicant Consultants who have participated in the RFP will be binding on them. To give Consultants reasonable time in which to take an amendment into account in their Bids, the RTDC may, if the amendment is substantial, extend the deadline for the submission of Bids.</p>
<p>Preparation of Bids</p>	<ul style="list-style-type: none"> ➤ The Bids as well as all related correspondence exchanged by the Consultants and the RTDC, shall be written in the English language. The documents other than English language shall have to be submitted duly translated in English and notarized accordingly. ➤ In preparing their technical bid, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a bid
<p>Technical Bids Format and Content</p>	<ul style="list-style-type: none"> ➤ Consultants are required to submit a full technical bid. The Data Sheet indicates the format of the technical Bids to be submitted. Submission of the wrong type of technical Bids will result in the Bids being deemed non-responsive. ➤ The Technical bid shall not include any financial information. A Technical bid containing financial information may be declared non-responsive.

<p>Financial Bids</p>	<ul style="list-style-type: none"> ➤ The financial Bids shall be prepared using the attached Standard Forms of Chapter-6. It shall list all costs associated with the assignment, including (a) remuneration for staff and (b) reimbursable expenses, including all costs associated with the assignment shall be included in the financial Bids. These shall normally cover remuneration for all the personnel (expatriate and resident, in the field, home office etc), accommodation, airfare, equipment, printing of documents, surveys, and all services mentioned in the TOR etc ➤ The Consultant may be subject to local taxes (such as: value added or sales tax, service tax, social charges or income taxes on nonresident Foreign Personnel, duties, fees, levies) on amounts payable by the RTDC under the Contract. All such taxes shall be included in the total lump sum price. All other taxes excluding GST shall be included in the total lump sum price. Consultants shall express the price of their services in Indian Rupees Only. ➤ RTDC shall not allow payment of any commissions and gratuities under this consultancy assignment. ➤ The total amount indicated in the financial Bids shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Bids, it shall be considered non-responsive and liable to be rejected.
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Taxes	<ul style="list-style-type: none">➤ The Financial Bids shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes, except for the Goods and Service Tax as applicable, shall be deemed to be included in the costs shown under different items of the Financial Bids.➤ Goods and Service Tax as applicable to the Consultancy Organization as per Government of India rules and regulations shall be paid by the Consultant and reimbursed by the RTDC.➤ As a condition, precedent for reimbursement of the Goods and Service Tax, the Consultant shall provide a valid GST registration number issued by the concerned Statutory Authority. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.➤ Costs (including break down of costs) shall be expressed in INR.
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<p>Submission, receipt and opening of BIDSs</p>	<ul style="list-style-type: none"> • The original BIDS (Technical BIDS) shall contain no interlineations or overwriting, except as necessary to correct errors made by the themselves. The person who signed the Bids must initial such corrections. • An authorized representative of the Consultants shall initial all pages of the original Technical Bids. The authorization shall be in the form of a written power of attorney accompanying the Bids or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical bid shall be marked "ORIGINAL" • The Technical BIDS shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Bids along with number of copies shall be sent to the address indicated in the Data Sheet. All required copies of the Technical Bids are to be made from the original. If there are discrepancies between the original and the copies of the Technical Bids, the original governs. • The Technical Bids shall be placed in a sealed envelope clearly marked "TECHNICAL BIDS" followed by the RTDC RFP number and the name of the assignment. • The Bids must be sent to the address/addresses indicated in the Data Sheet and received by the RTDC not later than the time and the date indicated in the Data Sheet, or any corrigendum. • Any BIDS received by the RTDC after the deadline for submission shall be returned unopened. • The RTDC shall open the Technical Bids immediately after the deadline for their submission. The financial Bids of the only qualified bidders shall be opened after evaluation of Technical Bids. • From the time the Bids are opened till the time the Contract is awarded, the Consultants should not contact the RTDC on any matter related to its Technical and/or Financial Bids.
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<p>Bids Evaluation</p>	<ul style="list-style-type: none"> The evaluation committee shall evaluate the technical Bids on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the Data Sheet. Each responsive bid will be given a technical score (St). A bid shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score.
<p>Public Opening and Evaluation of Financial Bids</p>	<ul style="list-style-type: none"> After the technical evaluation is completed, RTDC shall inform the bidders whose Bids did not meet the minimum qualifying mark or were considered non responsive that their financial Bids will not opened. The RTDC shall simultaneously notify in writing those bidders who have secured the minimum qualifying mark, the date, time and location for opening the Financial Bids. Financial Bids shall be opened publicly in the presence of the bidder's representatives who choose to attend. The name of the bidder and their technical scores shall be read aloud. The Financial Bids of the responsive bidders shall then be opened. These financial Bids shall be then opened, and the total prices read aloud and recorded. RTDC shall prepare a record of the public opening of financial Bids. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between word and figures, the formers will prevail. In addition to the above corrections, activities and items described in the technical Bids but not priced, shall be assumed to be included in the prices of other activities or items.

	<ul style="list-style-type: none"> • The highest ranked technical bid (T_m) will be given the maximum technical score (S_t) of 100 points. The technical scores (S_t) of the other Technical Bids will be computed as indicated in the bid evaluation in TOR. • The lowest evaluated Financial bid (F_m) will be given the maximum financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Bids will be computed as indicated in the bid evaluation in TOR. • Bids will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Bid; P = the weight given to the Financial Bid; T + P = 1) indicated in the bid evaluation in TOR: $S = S_t \times T\% + S_f \times P\%.$ • The firm achieving the highest combined technical and financial score will be invited for negotiations. If there is tie between the highest combined technical and financial score of the bidders, the bidder with lowest financial offer will be awarded.
<p>Negotiations</p>	<ul style="list-style-type: none"> • Negotiations will be held at the date and address indicated in the Data Sheet. The invited bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all professional staff. Failure in satisfying such requirements may result in the RTDC proceeding to negotiate with the next-ranked bidder. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract
<p>Award of Contract</p>	<ul style="list-style-type: none"> • After completing negotiations, the RTDC shall award the Contract to the selected bidder, and promptly notify the bidder with Letter of Award.

Confidentiality	<ul style="list-style-type: none">Information relating to evaluation of Bids and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Bids or to other persons not officially concerned with the process, until the winning firm has been notified.
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CHAPTER 3

DATA SHEET

DATA SHEET

Type of BIDS Submission Procedure	Hard Bound – Offline
Pre bid meeting date	06-01-2020 at 11:00 hrs
Last date of receipt of Bids	03-02-2020 up to 12:00 hrs
Date of Opening of Technical Bids.	03-02-2020 at 15:00 hrs.
Date of opening of financial Bids	To be intimated later
Address of the Implementing Authority	Chief General Manager Ropeway and Rapid Transport System Development Corporation Ltd HP(RTDC) US Club Shimla-171001
Validity of Bids	<ul style="list-style-type: none"> Bids shall remain valid for a period of 180 days from the date of opening.
Clarifications on RFP	<ul style="list-style-type: none"> 7 Days prior to the last date of submission of the Bids
Association/Joint Venture of bidders with other bidders – whether permitted?	<ul style="list-style-type: none"> Permitted
Amount of bid Security (EMD) and Tender fee.	<ul style="list-style-type: none"> INR.30 Lacs (Rs. Thirty Lacs Only) (refundable) to be paid at the time of submission of bid as EMD. The bid securities shall be in favour of Chief General Manager, RTDC & in form of either B.G or FDR from any schedule bank. Bidder who wishes to submit their offer shall pay tender fee of INR 10,000/- excluding GST in the form of account payee Demand Draft in Chief General Manager, RTDC.

Submission of Bids	<ul style="list-style-type: none"> • Three hard copies of Technical bid (one original and two duplicates) & one soft copy (CD-ROM).
Method of Selection of Consultant	<ul style="list-style-type: none"> • Quality & Cost Based System (QCBS) as per RTDC's evaluation
Financial BIDS to be submitted together with Technical BIDS	<ul style="list-style-type: none"> • Yes

CONSULTANT'S OFFICE:

- The Consultant shall establish a Project Office at a suitable location in the Project area for efficient and coordinated performance of its Services. The authorized officials of the RTDC Authority may visit the Consultant's Project Office any time during office hours for inspection and interaction with the Consultant's Personnel. It is not expected of the Consultant to carry out the operations from the Head/Home Office except for design work. The consultant has to make arrangement for the work area at site /accommodation/ lodging and boarding/ required travelling during contractual period etc. at his own cost.
- BIDSs must remain valid for 180 days after the submission. BIDSs shall be submitted in English language.
- Consultants may associate with other Consultants to form a Joint Venture.
- Consultants to state their cost in Indian national currency (INR) only.
- The BIDS submission address is:
The Chief General Manager, RTDC,
US Club, Shimla-171001
Himachal Pradesh
- RTDC reserves the rights to cancel the bid process without assigning any reason.

CHAPTER -4

TERMS OF REFERENCE

(TOR)

CHAPTER 4

TERMS OF REFERENCE

4.1: THE PROPOSED PROJECT:

RTDC proposes to install all weather ropeway connectivity from Bhanodi (or any other suitable place on Chamba side) to Pregaron (Killar valley) through Sach pass. The Ropeway System has to be build as per World Class European Standards (CEN). The Consultant will carry out the required investigations, studies as per the scope in the RFP document as per CEN standards and suitable ropeway along with cabin capacity should be proposed.

The proposed ropeway system is to be designed along the most feasible alignment keeping in view the capacity requirements, terrain, geographical, metrological, wind speed, seismic conditions, travel pattern etc. Since this Ropeway system will run in different & extreme weather condition and the reliability of ropeway should be ensured round the year, hence the equipment should ensure the highest safety at the extreme conditions and should fully comply with the latest standards and stringent quality specifications.

4.2: SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT

The scope of work for the bidder has been conceived and decided as under:

- Preparation of Detailed Project Report (DPR).

The scope of work for the consultants is given as under:

The Preparation of Detailed Project Report (DPR) and its submission to RTDC for getting approval from competent authority. Brief Scope of work must include but not limited to following details:

PRE-CONSTRUCTION STAGE:

- a. Site Topographical Survey, Traffic Assessment Survey and Geo Technical Studies.
- b. Finalizing Techno Economic feasible site for the ropeway.
- c. Preparation & Finalization of the DPR with capEx and opEx cost estimation separately.

- d. Formation of proposals for Environment & Forest as per their requirement and getting its approval.

The bidder should carry out detailed study of site and its access, pre- feasibility study, required field investigation, Topographical surveys with DGPS control, Regional Geology, Geographical disposition, weather, seismic conditions etc.

TECHNO-ECONOMIC STUDIES:

The Detailed Project report (DPR) must include but not limited to following financial and economic studies:-

Payback period, Benefit cost ratio, Internal rate of return with abstract of cost, Capital cost estimates, Detailed cost estimate, Phasing of expenditure, leveled tariff with assumptions taken during calculation, economic life of the project etc.

CONSTRUCTION PLANNING AND RESOURCE PLANNING:

The DPR must describe the construction planning which may include pre-construction activities in bar chart, construction materials & its destination & distances from project site, manufactured items, Construction of Civil works, Electro Mechanical work, Magnitude of work, Construction programme in bar chart and Gantt Chart. The availability of construction materials indicating the distance from the project site and name of nearest town/city shall be stated in the DPR.

The bidder shall clearly give his opinion of recommendation for implementation of project with final conclusion.

DETAILED PROJECT REPORT:

The DPR shall consist the details of

- a. Topographical Surveys with DGPS control, Geodetic, Geotechnical & Geophysical investigation including required test pit data for soil bearing capacity and appropriate rock support pattern/simple foundation solutions as applicable for Ropeway project.
- b. Environment Impact Assessment
- c. Techno-economical studies for Ropeway Project.
- d. The requirement of land location with geo-coordinates, dimension (L x H) for each structure to develop the project at specific location shall be clearly mentioned in DPR. The land available with RTDC/Govt. and additional land required if any shall be clearly mentioned in DPR.

The relevant IS/IEC/CEN/International standards should invariably be mentioned in

respective equipments and Civil and Electro-Mechanical works. The Safety standards are also required to be mentioned in DPR.

4.3 : CONSULTANT'S KEY PROFESSIONAL AND SUPPORT STAFF

The consultant shall deploy and put in place on site, the following key professionals (Mandatory). The consultant shall give an undertaking with names of key professionals, qualification and experience to be deployed, along with a letter of consent from each of named key professional along with the BIDS.

S. No.	Position	Qualification	Experience
1.	Team Leader – 1No.	B.E./B.Tech (Mechanical) from reputed institute	10 Years plus as a Project Leader / Project Manager in developing, designing, constructing or commissioning of ropeway or any mass rapid transport system facility including its construction planning and management.
2.	Structural Engineer – 1 No	M.E./M.Tech in Structural Engineering	7 years plus as a Structural Engineer in design office with experience in hands on design of structures, checking and vetting of designs in construction/erection of any infrastructure projects.
3.	Designer- Civil / Mechanical – 1 No.	B.E/B.Tech.- Civil/Mechanical	7 years plus as a Civil/Mechanical Engineer in design office with experience in hands on design of Civil & Mechanical Structure and vetting of designs in construction/erection of Ropeway or any mass rapid transport system projects.
4.	Designer- Electro-Mechanical – 1 No.	B.E./B.Tech (Mechanical/Electrical)	7 years plus as a Electrical & Mechanical Engineer in design office with experience in hands on design of Electro-Mechanical Equipments and vetting of designs in Construction/erection of Ropeway or any mass rapid transport system projects.
5.	Ropeway Expert	B.E./B.Tech (Mechanical)	7 years plus as a Mechanical Engineer with experience essentially in construction/erection of passenger Ropeway facility projects.

4.4 : TIME SCHEDULE FOR PROVIDING CONSULTANCY SERVICES

The consultant shall complete the assignment as defined hereunder:

S. No.	Description	Time Limit for Completion
1.	Preparation of DPR and other activities	120 Days

4.5 : ELIGIBILITY & QUALIFICATION CRITERIA:

451 Bid Security (EMD): Consultant has to furnish, as part of its Bids, Bid Security/Earnest Money Deposit amounting to **Rs. 30 Lacs/- (Rs. Thirty Lacs Only)** Lump Sum. The Bid Security (EMD) shall be given in favour of Chief General Manager, **RTDC Shimla** for the valid period of not less than 180 (One hundred eighty) days and shall be in any one of the following form:

(a) Bank Guarantee issued by any scheduled bank listed in Annexure-IV at its Branch in Shimla in the name of Chief General Manager, **RTDC Shimla**.

or

(b) A Fixed Deposit Receipt (FDR) issued by a scheduled bank pledged in the name of the **Chief General Manager, RTDC.**

Notes:

- Cheques /Demand Drafts shall not be accepted.
- Bids without submission of EMD shall be rejected and treated as non responsive.
- EMD shall be forfeited if, (a) if they fail to furnish security of performance, (b) if the consultant fails to sign the agreement within fifteen days from the award, and (c) if the consultant withdraws or modifies his Bid before the expiring of the validity (180 days) of offer.

452 Applicant Consultants must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Bids of only those Applicant Consultants who satisfy the Conditions of Eligibility will be considered for evaluation.

453 Organizational, Technical and Financial capacity requirement:

To be eligible for evaluation of its Bids, the Applicant Consultant shall fulfill the following minimum requirements:

(A) **Technical Capacity:**

The Applicant Consultant shall have prepared at-least one Detailed Project report (DPR) of Mass Rapid Transport System /Road/ Rail/ Metro/Ropeways/Infrastructure project of the project cost of at least INR 600 Crores. or

Two Detailed Project report (DPR) of Mass Rapid Transport System /Road/ Rail/ Metro/Ropeways/Infrastructure project of the project cost of at least INR 300 Crores.

The applicant Consultant shall submit client certificate in support of such completed assignment. The copies of work awarded from various clients and the work completion certificate of the completed work should invariably be submitted with the Bids.

(B) Financial Capacity:

The Consultant should have a minimum financial turnover of INR 30 Crore (Rupees Thirty Crore only) as an average of last three years proceeding 31st March, 2019. As a support to these criteria, the certificate from the Chartered Accountant shall be submitted.

(C) Availability of Key Personnel:

As a part of technical qualification, the bidder should have the key professionals which are required to be available in their firm. The bidder shall give an undertaking with names of key professionals, qualification & experience with a letter of consent from each of named key professional along with the Bids. The bidder must define a dedicated team for the project.

(D) Certificates in support of Bidders capabilities:

The Applicant Consultant shall enclose with its Bids, certificate(s) from its Statutory Auditors stating its financial turn over during each of the past three financial years proceeding 31st March, 2019.

- In the event that the Applicant Consultant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant Consultant.
- The Applicant Consultant shall also produce authentic and valid certificates from

the clients, establishing their experience in similar projects. The RTDC may, at its own discretion, verify the veracity and validity of the certificates produced by the Applicant Consultant. Such certificate has to be signed by the Executive Engineer or equivalent signing authority in Govt. Sector and Authorized signatory of private organization.

- If it is established that the Consultant has produced certificates which are not correct and valid and the Consultant has misled the RTDC, RTDC at its discretion reject the Bids submitted by the Consultant and also debar the consultant from participating in the bidding processes taken up by the RTDC for appointing a consultant, for a period of three (3) years.

(E) Power of Attorney:

The Applicant Consultant should submit a Power of Attorney, duly granted by the Competent Authority of the Consultants' Organization. In case of a limited company registered under the Company's Act, the Power of Attorney should be from the Managing Director of the Company under authority of the Board of Directors.

In case of a Partnership firm, the Power of Attorney shall be from the firm or its duly appointed Competent Authority.

The Power of Attorney shall be provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant Consultant, in case the Applicant Consultant is a partnership firm or limited liability partnership.

(F) Information relating to barring of business by Governmental Organizations: Any Consultant who has been debarred by the Central Government, any of the State Governments, a statutory or a public sector undertaking, RTDC or any other Himachal State Undertaking from participating in any project, and such bar subsists as on the date of BIDS, would not be eligible to submit a BIDS either by itself or through its Associate. If any such BIDS from debarred Consultant is received, the same shall be out right rejected without evaluation.

(G) Past Performance:

An Applicant Consultant or its Associate, who during the last three years, either failed to perform its obligations under any Consultancy Agreement as evidenced by

imposition of a penalty by an arbitral, judicial, statutory / public sector organization, Government of India, State Governments, etc., shall be treated as non-responsive and its technical and financial BIDSs shall be outright rejected by the RTDC.

The Consultant while making a BIDS to RTDC shall provide all such information relating to the imposition of penalties, non-performance of contract, debarring by any Government or Statutory Organization along with its technical BIDS.

RTDC at its own discretion may collect and verify such information of its own. If RTDC finds that the Consultant has not provided such information and has tried to mislead RTDC, it may reject the Consultant's BIDS as non-responsive.

Criteria, sub-criteria, and marking system for the evaluation of Technical BIDSs are as under:

S. No.	Parameters	Max. Marks	Criteria
1	Relevant Experience of the Applicant Consultant	20	<ul style="list-style-type: none"> ➤ 10 Marks for one Detailed Project report (DPR) of Mass Rapid Transport System /Road/ Rail/ Metro/Ropeways/Infrastructure project of the project cost of at least INR 600 Crores. ➤ 5 Marks for one Detailed Project report (DPR) of Mass Rapid Transport System /Road/ Rail/ Metro/Ropeways/Infrastructure project of the project cost of at least INR 300 Crores <p>Maximum Marks shall be 20.</p>
2	Experience in years of the Applicant Consultant.	10	<ul style="list-style-type: none"> ➤ No of years less than and equal to 5 years = 5 Marks ➤ No of years greater than 5 years = 10 Marks

3.	Annual Turn over	10	<ul style="list-style-type: none"> ➤ Turn over more than Rs. 60 Cr=10 Marks. ➤ Turn over more than Rs. 45 Cr but less than and equal to 60 = 7.5 Marks ➤ Turn over more than Rs. 30 Cr but less than equal to 45 Cr. =5.0 Marks
4.	Proposed methodology and work plan	15	Evaluation will be based on the quality of submissions.
5.	Relevant experience of the key personnel	45	<p>Marks shall be given as per the qualification, experience, adequacy of assignments, years with the firm and language. If the no. of key personnel in each cadre is more than one, the marks will be equally divided among the cadre. The evaluation of CV of the key personnel shall be as per following norms.</p> <p>Number of points to be assigned to each of the positions shall be determined considering the following sub-criteria and relevant weights (in % of assign marks):</p> <p>1) General Qualification (Education and Experience)</p> <p style="padding-left: 20px;">i. Education – 30%</p> <p style="padding-left: 20px;">ii. Overall Experience – 20%</p> <p>2) Adequacy for the Assignment:</p> <ul style="list-style-type: none"> ➤ Year of experience on similar projects – 20% ➤ No. of total projects done as a consultancy assignment. – 20% ➤ No of projects in similar nature (position)-10%
	Team Leader	15	
	Structural Engineer	10	
	Designer- Civil/ Mechanical	10	
	Designer- Electro- Mechanical	5	
	Ropeway Expert	5	
Total		100	

4.6 : EVALUATION OF BIDS:

Short-listing of Applicant Consultants

The Consultants who score 75 out of 100 marks as stated hereinabove shall be qualified and included in the shortlist for opening and evaluation of their financial Bids.

However, if the number of such post-qualified Applicant Consultants is less than three, the RTDC may, in its sole discretion, post-qualify the Applicant Consultant(s) whose technical score is less than 75 marks but is more than 60 marks. However decision of RTDC shall be final and binding to all bidders for post qualification.

Evaluation of Financial Bids

- In the second stage, the financial evaluation will be carried out as per this Clause.
- For financial evaluation, the total lump sum fee indicated in the Financial Bids shall be considered. On financial evaluation, the shortlisted Consultants will be given total score which will be determined as under:
 - (a) 60% weight-age will be given to the Technical Score.
 - (b) 40% weight-age will be given to the Financial score.
- The RTDC will determine whether the Financial Bids are complete, and unconditional. The cost indicated in the Financial Bids shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant.

Combined and final evaluation

- Bids of the post qualified applicant consultants during the process of evaluation of the technical bid will finally be ranked according to the total highest score (Technical Score + Financial Score).

Formula for determining the financial scores:

$St = 100 \times T / T_m$, in which St is the technical score, T_m is the highest technical score and T is the technical score of the bidder under consideration.

$Sf = 100 \times F_m / F$, in which Sf is the financial score, F_m is the lowest price and F the price of the BIDS under consideration.

The weight age given to the Technical and Financial BIDSs are:

$T = 0.60$, and

$P = 0.40$

Award of work:

The consultancy work defined in the RFP shall be awarded to the consultancy firm whose total score is highest. If there is tie between the highest combined technical and financial score of the bidders, the bidder with lowest financial offer will be awarded.

4.7 : DOCUMENTS TO BE SUBMITTED BY CONSULTANT

The consultant should submit the following documents along with the technical bid:

- A copy of work order received by consultant for the similar projects.
- An audited data for turnover as prescribed in TOR for last three years certified by Chartered Accountant.
- All forms and proforma prescribed in RFP with required details
- DD and BG/FDR for Tender fee & Bid Security respectively as mentioned in RFP.
- Programme to complete the work as per TOR.
- Project implementation schedule.
- Financial bid in the prescribed Format
- The company profile including consultant's organization and experience.
- Last three years income tax clearance certificate, PAN number & copy of PAN card.
- Proof of company as registered under companies Act, Memorandum & Article of Association, Certificate of Incorporation.
- GST registration details
- Power of Attorney to sign the bid documents along with board resolution.
- Contact information & communication details (telephone number, mobile number, Fax number, email id, address for correspondence etc) of the authorized signatory.
- Any other details asked in RFP.

4.8 : Payment Terms:

The Payment Term shall be as follows:

Preparation of DPR

S. No.	Milestones/Deliverables	Percentage of the total rates Quoted by the consultant for preparation of DPR
1.	Mobilization Payment against submission of the B.G. of Equivalent amount	10%
2.	Preparation and Submission of Draft Feasibility Report	20%
3.	Preparation and Submission of Final Feasibility Report	10%

4.	Preparation and Submission of Surveys & Investigations Report	20%
5.	Preparation and Submission of Draft DPR	20%
6.	Preparation and Submission of Final DPR	10%
7.	Getting approval of DPR by concerned Ministry GoI	10%

CHAPTER 5

FORMS FOR CONSULTANT'S INFORMATION & EVALUATION

FORM TECH-1
TECHNICAL BIDS SUBMISSION FORM

[Location, Date]

To:

The Chief General Manager,
RTDC, US Club Shimla-171001
Himachal Pradesh

Sub: Request for Proposal for Consultancy Services for Preparation of Detail Project Report (DPR) for Ropeway Connectivity to Killar through Sach Pass in Chamba District, Himachal Pradesh.

Dear Sir,

With reference to your Notice Inviting Bids and the Request for Bids dated I/we, having examined all relevant documents and understood their contents, hereby submit our Technical and Financial Bids for selection of Consultant for subject mentioned project.

1. We also state that the Bids is unconditional and complete.
2. All information provided in the Bids and in the Appendices are true and correct and all documents accompanying such Bids are true copies of their respective original.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Assignment.
4. I/We shall make available to the RTDC any additional information it may deem necessary or require for supplementing or authenticating the Bids.
5. I/We acknowledge the right of the RTDC to reject our application 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 or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial RTDC or a judicial pronouncement or arbitration award against the Applicant consultant nor been expelled from any project or contract by RTDC nor have had any contract terminated by any public sector unit for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the RTDC.

- (b) I/We do not have any conflict of interest in accordance with the prescriptions in the RFP Document;
- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in RFP document, in respect of any tender or request for BIDS issued by or any agreement entered into with the RTDC or any other public sector enterprise or any government, Central or State; and
- (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any BIDS that you may receive nor to select the Consultant, without incurring any liability to the Applicant consultants in accordance with the RFP document.
9. I/We declare that we are not a Member of any Consortium applying for Selection as a Consultant.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory RTDC which would cast a doubt on our ability to undertake the Consultancy for 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 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/Managers/ employees.
13. 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 RTDC [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
14. I/We agree and understand that the BIDS is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the

Consultancy for the Project is not awarded to me/us or our BIDS is not opened or rejected.

15. I/We agree to keep this offer valid for 180 (One Eighty Days) days from the BIDS Due Date specified in the RFP.
16. Power of Attorney in favour of the authorized signatory to sign and submit this BIDS and documents is attached herewith.
17. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Chapter - 7 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the RTDC or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
19. The Financial BIDS is being submitted in a separate cover. This Technical BIDS read with the Financial BIDS shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this BIDS under and in accordance with the terms of the RFP Document.

Yours sincerely,

Authorized Signature [In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

FORM TECH – 2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

A – Consultant's Organization

1.1 Title of Consultancy:

Request for Proposal for Consultancy Services for Preparation of Detail Project Report (DPR) for Ropeway Connectivity to Killar through Sach Pass in Chamba District, Himachal Pradesh.

1.2 Title of Project

Development of Passenger Ropeway Project to Killar through Sach Pass in Chamba District, Himachal Pradesh.

1.3 State the Status of the Consultancy Organization namely Public Limited Company / Private Limited Company / Partnership Firm / Proprietary Firm, etc

1.4 State the following:

Name of Company or Firm:

Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):

Legal Status:

Country of incorporation:

Registered Address:

Year of Incorporation:

Year of commencement of business:

Principal place of business:

Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorized signatory of the Applicant:

Name :

Designation :

Company : Address :

Phone No. :

Fax No. :

E-Mail Address:

Does the Applicant's firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer? Yes /No

If yes, does the Applicant agree to limit the Applicant's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity? Yes/No

1.6 Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services? Yes /No

If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant? Yes/No

If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only? Yes/No

FORM TECH – 2
CONSULTANT’S ORGANIZATION AND
EXPERIENCE

B – Financial Capacity of the Applicant

Sr. No.	Financial Year	Annual Turn Over	Revenue from Consultancy Fees
1.	2016 - 2017		
2.	2017 - 2018		
3.	2018 - 2019		
<p>Certificate from the Statutory Auditors</p> <p>This is to certify that_____ (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.</p> <p>Name of the audit firm:</p> <p>Seal of the audit firm:</p> <p>Date:</p> <p>(Signature, name and designation of the authorized signatory)</p>			

CONSULTANT’S ORGANIZATION AND EXPERIENCE

C – Statement of Legal Capacity

[Location, Date]

To:

The Chief General Manager,
RTDC, US Club, Shimla-171001,
Himachal Pradesh

Sub: Request for Proposal for Consultancy Services for Preparation of Detail Project Report (DPR) for Ropeway Connectivity to Killar through Sach Pass in Chamba District, Himachal Pradesh.

Dear Sir,

I/We hereby confirm that we, the Applicant satisfy the terms and conditions laid down in the RFP document.

I/We hereby declare that M/s..... (insert Applicant’s name) will act as a Consultant by ourselves and we will not associate with any other Consultant or Sub Consultant for the purpose of the subject assignment.

I/We have agreed that(insert individual’s name) will act as our Authorized Representative/ will act as the Authorized Representative on our behalf and has been duly authorized to submit our this BIDS. Further, the authorized signatory is vested with requisite powers to furnish such BIDS and all other documents, information or communication and authenticate the same.

Yours sincerely,

Authorized Signature [In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

FORM TECH – 2 CONSULTANT’S ORGANIZATION AND EXPERIENCE

Consultant’s Experience in Similar Assignments:

S. No	Name of the Project	Name of the Client Organization	Purchase Order (P.O) No. & Date of issue of P.O.	Project Value (Crores)	Brief Scope of Work	Whether the successful completion certificate as required, is attached?		Whether the copies of the purchase order /contracts, is attached?	
						Yes / No	Pg. No. on the Bid	Yes/ No	Pg. No. on the bid

The Applicant should provide details of only those projects that have been **undertaken and completed** by it under its own name. Certificate from the Statutory Auditor

This is to certify that the information contained in Column 6 & 7 above is correct as per the accounts of the Applicant and / or the clients.

Name of the audit firm :
 Seal of the audit firm :
 Date :

Signature, name and designation of the authorized signatory)

In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

FORM TECH – 3
COMMENTS AND SUGGESTIONS ON TOR AND STAFFING

On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your BIDS. RTDC is not bound to accept any or all suggestions furnished by bidder.]

FORM TECH-4

(DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT)

[Technical approach, methodology and work plan are key components of the Technical bids. You are suggested to present your Technical BIDS (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) Technical Approach and Methodology: In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan: In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the RTDC if any), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule.

c) Organization and Staffing: In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

FORM TECH-5

(Team Composition and Task Assignments)

Sr. No.	Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned
1					
2					
3					
n					

FORM TECH-6

(CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF)

1. Proposed Position [only one candidate shall be nominated for each position]:

2. Name of Firm [Insert name of firm proposing the staff]: _____

3. Name of Staff [Insert full name]: _____

4. Date of Birth: _____ **Nationality:** _____

5. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]: _____

6. Membership of Professional Associations: _____

7. Other Training [Indicate significant training since degrees under 5 above - Education were obtained]: _____

8. Countries of Work Experience: [List countries where staff has worked in the last ten years]: _____

9. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: _____

10. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned for this RFP</p> <p>[List all tasks to be performed under this assignment]</p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>RTDC: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed:</p>
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FORM TECH – 7
WORK SCHEDULE

No.	Activity	Months												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
n														

CHAPTER- 6

FINANCIAL BIDS

CHAPTER 6

FINANCIAL BIDS

(Bidder's Financial BIDS to be submitted offline as per requirement contained in this chapter)

1. The bidder will prepare his financial Bids in the formats attached with this chapter and shall submit the comprehensive price Bids to RTDC as per the dates of submissions contained in the Data Sheet under Chapter 3.
2. This is a Request for Financial Bids to the bidder based on the "Scope of Work" and "Terms of Reference" as provided as a part of this document and considering the details of the key professionals and their man months shown in the Terms of the Reference.
3. The bidder's quoted and accepted price shall remain firm and fixed during the period of the contract and will be inclusive of all taxes, duties, levies, cess etc. but excluding Goods and Service tax which will be paid extra at the prevailing rate.
4. The bidder should arrange for office & all required infrastructure to carry out the assign work at his own.

FORM FIN-1

(FINANCIAL BIDS SUBMISSION FORM)

[Location,
Date]

To: [Name and address of RTDC]

Dear
Sirs:

We, the undersigned, offer consultancy services for Request for Proposal for Consultancy Services for Preparation of Detail Project Report (DPR) for Ropeway Connectivity to Killar through Sach Pass in Chamba District, Himachal Pradesh through a Quality and Cost Based Selection (QCBS) process **in accordance with the Request for Bids dated_____and our Technical BIDS_.**

Our Financial BIDS is as a total lump sum amount of Rupees..... in words _____excluding GST. The amount of the local taxes, as identified/estimated is shown in the summary separately.

Our Financial Bids shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Bids, i.e. before the date indicated in Data Sheet.

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

We understand you are not bound to accept any Bids you receive. We remain,

Yours
sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM FIN-2

(SUMMARY OF COSTS)

Sr. No.	Item	Lump Sum Cost in INR (excluding GST)
A	Request for Proposal for Consultancy Services for Preparation of Detail Project Report (DPR) for Ropeway Connectivity to Killar through Sach Pass in Chamba District, Himachal Pradesh.	

FORM FIN-3

(BREAKDOWN OF COST BY AVCTIVITY)

Sr. No.	Cost Component	Cost in INR (excluding GST)
1	Remuneration to the key professionals	
2	Remuneration to supporting Staff	
3	Overheads	
4	Expenditure on logistics like office accommodation, communication facilities, computer facilities, stationary, printing etc.	
5	Expenditure on hired / own vehicles	
6	Expenditure on travel of the key professionals to the project area and site of work	
7	Taxes, duties, cess, levies other than GST	
TOTAL		

CHAPTER-7

CONSULTANCY AGREEMENT

CHAPTER 7

CONSULTANCY AGREEMENT

(All notes should be deleted in final text)

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between ROPEWAY AND RAPID TRANSPORT SYSTEM DEVELOPMENT CORPORATION (RTDC), a Company set up by the Government of Himachal Pradesh under the Company Law of India for implementation of the Ropeway Project to Killar through Sach Pass, having its registered office at US Club Shimla-171001 on the one hand (hereinafter called the "RTDC") and, on the other hand, [name of Bidder] having its registered office at _(hereinafter called the "Bidder").

WHEREAS

the RTDC has requested the Bidder to provide Consultancy Services for Preparation of Detail Project Report (DPR) for Ropeway Connectivity to Killar through Sach Pass in Chamba District, Himachal Pradesh as defined in the scope of work and Detailed Terms of Reference contained in the RFP document which are made as part of this contract (hereinafter called the "Services");

the Bidder, having represented to the RTDC that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a. Bidder's technical BIDS submitted in response to RFP.
 - b. Bidder's financial BIDS submitted in response to RFP.
 - c. Scope of Work and Terms of Reference for Bidder as contained in this RFP.
 - d. General Conditions of Contract;
 - e. Special Conditions of Contract;
 - f. Corrigendum, if any.
 - g. Correspondence after opening technical bid and price bid, if any. i.
2. The mutual rights and obligations of the RTDC and the Bidder shall be as set forth in the Contract, in particular:
 - (a) the Bidders shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the RTDC shall make payments to the Bidders in accordance with the

provisions of the Contract.

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

For and on behalf of [name of RTDC]

[Authorized Representative]

In presence of

For and on behalf of [name of Bidder]

[Authorized Representative]

In presence of

CHAPTER-8

GENERAL CONDITIONS OF CONTRACT

CHAPTER 8

GENERAL CONDITIONS OF CONTRACT

8.1 : General Provisions

8.1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.
- (b) "Bidder" means any private or public entity that will provide the Services as per TOR to the RTDC under the Contract.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause GC-6 of this chapter;
- (f) "Consultant" means any entity or person that may provide or provides operational consulting Services to the RTDC under the Contract
- (g) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific country and assignment conditions
- (h) "Day" means calendar day
- (i) "Effective Date" means the date on which this Contract

comes into force and effect pursuant to Clause GC 2.1.

- (j) "Foreign Currency" means any currency other than the Indian National currency.
- (k) "GC" means these General Conditions of Contract.
- (l) "Government" means the Government of India and Government of Himachal Pradesh.
- (m) "Instructions to Consultants" (Chapter 2 of the RFP) means the document which provides Consultants with all information needed to prepare their Bids.
- (n) "Local Currency" means the Indian National currency.
- (o) "Member" means any of the person who is in charge of the particular assignment given to him to execute the assignment as per TOR.
- (p) "Party" means the RTDC or the Bidder, as the case may be, and "Parties" means both of them.
- (q) "Personnel" means persons hired/owned by the Bidder and assigned to the performance of the Services or any part thereof.
- (r) "BIDS" means the Technical BIDS and the Financial BIDS
- (s) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (t) "Services" means the work to be performed by the Bidder/personnel pursuant to this Contract.
- (u) "Sub-Bidders" means any person or entity to whom/which the Bidder subcontracts any part of the Services to form consolidated DPR with prior permission/approval of RTDC.
- (v) "RTDC" means the ROPEWAY AND RAPID TRANSPORT SYSTEM DEVELOPMENT CORPORATION H.P. LIMITED.

- (w) "In writing" means communicated in written form with proof of receipt.
- (x) "DPR" means the detailed Project Report as per the terms of reference and all other conditions of this RFP.
- (y) "Terms of Reference" (TOR) means the document included in the RFP as Chapter 4 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the RTDC and the Consultant, and expected results and deliverables of the assignment.
- (z) "EPC" means Engineering, Procurement, Construction & Commissioning.

**8.1.2 Law
Governing
Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

8.1.3 Language This Contract has been executed in

the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. If the documents/certificates of the owner are available in the language other than English, the bidder has to make it translated in to English language duly notarized and submitted the translated copy along with the copy of original version of the documents/certificates.

8.1.4 Notices

8.1.4.1

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

8.1.4.2

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

8.1.5 Location The Services shall be performed at such location as specified in bid document hereto

8.1.6 Authority of team leader

The team leader is hereby require to authorize the entity specified in the SC to act on their behalf in exercising all the Bidder’s rights and obligations towards the RTDC under this Contract, including without limitation the receiving of instructions and payments from the RTDC.

8.1.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the RTDC or the Bidder may be taken or executed by the officials specified in the SC.

8.1.8 Taxes and Duties

The Bidder and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

8.1.9 Fraud and Corruption

8.1.9.1 Definitions

(a) defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "fraudulent practice" means a is representation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish prices at artificial, noncompetitive levels;
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

8.1.9.2 Commissions and Fees

This will require the successful Bidder to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

8.2 : COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

8.2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date on which the Contract comes into effect is defined as the Effective Date.

8.2.2 Commencement of Services The Bidder shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

8.2.3 Expiration of Contract Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

8.2.4 Modifications or Variations Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any BIDSs for modification or variation made by the other Party.

8.2.5 Force Majeure

8.2.5.1 Définition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

8.2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**8.2.5.3
Extension of
Time**

The Consultant has to provide services for the period as specified in the contracts. In case if required, the consultant's contract (this contract) may be extended by mutual understanding. During the extended period, the consultant shall provide the services and deploy his staff as per the requirement of the work. The manpower requirement shall be decided by the Engineer in charge. The fees may be worked out on the basis of actual man power deployed during extended period by mutual understanding. The rates shall be decided as per quoted rates in the financial BIDS of the Consultants.

**8.2.5.4
Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

**8.2.6
Termination**

**8.6.1
By the RTDC**

The RTDC may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) to (c) and (f) of this Clause GC 8.2.6.1. In such an occurrence the RTDC shall give a not less than thirty (30) days' written notice of termination to the Bidder, and sixty (60) days' in the case the event referred to in (d) and (e).

(a) If the Bidder does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the RTDC may have subsequently

approved in writing.

- (b) If the Bidder becomes insolvent or bankrupt.
- (c) If the Bidder, in the judgment of the RTDC has engaged in corrupt, fraudulent, Collusive or Coercive practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Bidder are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the RTDC, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

8.2.6.2 By the Bidder

The Bidders may terminate this Contract, by not less than thirty (30) days" written notice to the RTDC, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the RTDC fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Bidder that such payment is overdue.
- (b) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the RTDC fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

8.2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the RTDC shall make payments to the Bidder equivalent to the cost of services actually provided up to date of termination. Such cost of services shall be paid as per contract provided that the services are found to be satisfactory

and acceptable to RTDC.

8.3 : OBLIGATIONS OF THE BIDDER

8.3.1

General

8.3.1.1

Standard of Performance

The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the RTDC, and shall at all times support and safeguard the RTDC's legitimate interests in any dealings with Sub-Bidders or third Parties.

8.3.2

Conflict of Interests

The Bidder shall hold the RTDC's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

8.3.2.1

Bidders Not to Benefit from Commissions, Discounts, etc.

The payment of the Bidder pursuant to Clause GC 6 shall constitute the Bidder's only payment in connection with this Contract or the Services, and the Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract

or to the Services or in the discharge of their obligations under the Contract, and the Bidder shall use their best efforts to ensure that the Personnel, any Sub-Bidders, and agents of either of them similarly shall not receive any such additional payment

**8.3.2.2
Bidder and
Affiliates Not to
be Otherwise
Interested in
Project**

The Bidder agrees that, during the term of this Contract and after its termination, the Bidder and any entity affiliated with the Bidder, as well as any Sub-Bidders and any entity affiliated with such Sub-Bidders, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Bidder's Services for the preparation or implementation of the project.

**8.3.2.3
Prohibition of
Conflicting
Activities**

The Bidder shall not engage, and shall cause their Personnel as well as their Sub-Bidders and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

**8.3.3
Confidentiality**

Except with the prior written consent of the RTDC, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

**8.3.4
Insurance to be
Taken Out by the
Bidder**

The Bidder (a) shall take out and maintain, at their own cost but on terms and conditions approved by the RTDC, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the RTDC's request, shall provide evidence to the RTDC showing that such insurance has been taken out and maintained and that the current premiums have been paid.

- 8.3.5 Bidder's Actions Requiring RTDC's Prior Approval** The Bidder shall obtain the RTDC's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the technical Services relating to performance of work as defined in the TOR,
 - (b) appointing such members of the Personnel not listed by name in the Bidder's Technical BIDS and
 - (c) any other action that may be specified in the SC.
- 8.3.6 Reporting Obligations**
- (a) The Bidder shall submit to the RTDC the reports and documents specified in the Terms of Reference, in the form, in the numbers and within the time periods set forth in the said Appendix.
 - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Terms of Reference.
- 8.3.7 Documents Prepared by the Bidder to be the Property of the RTDC**
- (a) All investigations, plans, drawings, specifications, designs, reports, other documents and software submitted by the Bidder under this Contract shall become and remain the property of the RTDC, and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents to the RTDC, together with a detailed inventory thereof.
 - (b) The Bidder may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
- 8.3.8 Accounting, Inspection and Auditing** The Bidder (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall

periodically permit the RTDC or its designated representative, and up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the RTDC or the Bank, if so required by the RTDC or the Bank as the case may be.

8.4 : BIDDER'S PERSONNEL

8.4.1

Description of Personnel

The Bidder shall employ and provide such qualified and experienced Personnel as specified in the bid document to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Bidder's Key Personnel are described in the Terms of Reference. The Key Personnel and Sub-Bidders listed by title as well as by name in FORM TECH – 3, 3A & 4 are to be got approved from RTDC.

8.4.2

Removal and/or Replacement of Personnel

- (a) Except as the RTDC may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Bidder, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Bidder shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the RTDC finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the RTDC's written request specifying the grounds thereof, provide as a replacement a person with qualifications and

experience acceptable to the RTDC.

(c) The Bidder shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

**8.4.3
Action when
Deployed
Personnel not
provided**

(a) As per Deployment Schedule, the Consultant is required to provide deployed Personnel with qualifications and experience as laid down in Clause 4 of Chapter "Term of Reference". The team given in technical BIDS will have to be employed on the work site.

(b) If services of required staff are not made available at the proper time and in the specified number, deductions at the rates as given in the financial BIDS shall be made from the consultant's bills.

(c) In addition action under other clauses of contract, which may ultimately result in termination of contract, shall be taken.

(d) Leaves rule of Company act shall be applicable on consultant firm. If a personal takes the leave, consultants have to substitute the personal during leave.

8.5 : OBLIGATIONS OF RTDC

**8.5.1
Assistance and
Exemptions**

The RTDC shall use its best efforts to ensure that they shall provide the Bidder such assistance and exemptions as specified in the SC.

**8.5.2
Change in the
Applicable Law
Related to Taxes
and Duties**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Bidder in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by

agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities The RTDC shall make available free of charge to the Bidder the Services and Facilities listed in the clause 17 Data Sheet under Chapter 3 of the RFP.

8.6 : PAYMENYS TO THE BIDDER

8.6.1 Lump-Sum Payment The total payment due to the Bidder shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described the Terms of Reference (Except Goods and Service Tax). Except as provided in Clause 8.5.2, the Contract Price may only be increased above the amounts stated in Clause 8.6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

8.6.2 Contract Price

- (a) The price payable in foreign currency/currencies is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.

8.6.3 Payment for Additional Services Not applicable

8.6.4 Terms and Conditions of Payment Payments will be made to the account of the Bidder and according to the payment schedule stated in the SC. Payment shall be made after the conditions listed in the SC. For such payment to be made, the Bidder has to submit an invoice in triplicate to the RTDC specifying the amount due.

8.6.5 Interest on Delayed Payments RTDC shall make the payment to the bidder within 30 days from the date of the invoice if possible. In case if the payment is delayed for reasons beyond the reasonable control of RTDC, no interest thereon shall be paid to the Bidder.

8.6.6 Penalty on delayed work (Liquidated damages for delay) RTDC shall make penalty on delayed work as mentioned in SC.

8.7 : GOOD FAITH

8.7.1 Good Faith The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8.8 : SETTLEMENT OF DISPUTES

8.8.1 Amicable Settlement The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts

to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.8.2
Dispute
Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

CHAPTER-9

SPECIAL CONDITIONS OF CONTRACT

CHAPTER 9

SPECIAL CONDITIONS OF CONTRACT

(Clauses in brackets { } are optional)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
{1.1(a)}	{The words "in the Government"s country" are amended to read "in India".
1.3	The language is : English
1.4	<p>The addresses are:</p> <p>RTDC:</p> <p>Attention: _Chief General Manager, Ropeways and Rapid Transport System Development Corporation H.P. Ltd., US Club, Shimla-1.</p> <p>E-mail: cgmrtldchp@gmail.com</p> <p>Bidder: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>

{1.6}	<p>RTDC shall permit a joint venture consortium with maximum of two members under this consultancy contract. Joint venture consortium (unincorporated) shall be of a maximum of two members, one may be a foreign member but not having more than 49% stake. Consultant may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub consultancy, and may associate with another consultant having knowledge, expertise and experience as per requirement. Each member of the joint venture consortium shall be jointly and severally responsible to the RTDC. Every member of the consultant’s team deployed for the assignment under this contract shall have the authority to provide services and also be responsible to the RTDC for the quality of services to be provided under this contract. If Consultant proposes to form a joint venture, the details of such contractual arrangement shall be clearly stated in the BIDS with names, qualifications, roles and responsibilities and all other relevant information. The proforma of Joint Venture Agreement is enclosed as Annexure which will have to be submitted with the BIDS. The Technical and Financial Strengths of the JV members shall be added together for qualification purpose.</p>
1.7	<p>The Authorized Representatives are: For the RTDC: <u>Chief General Manager</u> For the Bidder: _____</p>
{2.1}	<p>The Effective Conditions are the following: [a] approval of the Bidder’s Technical and Price bids by the RTDC, [b] signing of the Consultancy Contract</p>
2.2	<p>The date for the commencement of Services after four days from signing the contract.</p>
2.3	<p>Preparation of DPR : 120 days from the date of LOA to consultant</p>

<p>3.4</p>	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government’s country by the Bidder or its Personnel or any Sub-Bidders or their Personnel, with a minimum coverage as per Motor Vehicles Act 1988; (b) Third Party liability insurance, with a minimum coverage of Rs. Five (5) Lakhs (c) Professional liability insurance, with a minimum coverage equivalent to the total fees payable to the Bidder as per the accepted price BIDS. (d) employer’s liability and workers’ compensation insurance in respect of the Personnel of the Bidder, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) the Bidder’s property used in the performance of the Services, and (ii) any documents prepared by the Bidder in the performance of the Services.
<p>{3.7 (b)}</p>	<p>The Bidder shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the RTDC.</p>
<p>{5.1}</p>	<p>“Not Applicable.”</p>
<p>6.2(a)</p>	<p>The amount in foreign currency or currencies is – Not Applicable</p>
<p>6.2(b)</p>	<p>The amount in Indian Rupees (INR)</p>
<p>6.4</p>	<p>Payments shall be made according to the following schedule: No advance payment shall be made. RTDC shall deduct Income tax at</p>

	source and other dues from the invoice. The GST shall be paid as actual if applicable. The details of PAN card & GST registration shall be mentioned by bidder.
6.5	Payment shall be made within <u>30</u> days of receipt of the invoice and the relevant documents specified in Clause 6.4 and within <u>60</u> days in the case of the final payment if possible.
6.6	In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

8.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>Dispute Settlement</p> <p>8.2 (i) Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with following provisions:</p> <p>8.2 (ii) Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:</p>
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- (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the BIDS of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the Pr. Secretary (Transport) Govt. of H.P. for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the Pr. Secretary (Transport) Govt. of H.P. shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
- (b) Where the Parties do not agree that the dispute concerns a technical matter, the RTDC and the Bidders shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the later of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the Pr. Secretary (Transport) Govt. of H.P.
- (c) If, in a dispute subject to Clause 8.2 (ii) (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Pr. Secretary (Transport) Govt. of H.P. to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

8.2(iii) Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India.

8.2(iv) **Substitute Arbitrators**

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

8.2(iv) **Qualifications of Arbitrators**

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) to (c) of Clause 8.2 (ii) hereof shall be a Nationally / Internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

8.2(vi) **Miscellaneous**

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in Shimla.
- (b) the English language shall be the official language for all purposes;
- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and subject to the provisions of the Indian Arbitration & Conciliation Act, 1996

CHAPTER-10

ANNEXURES

ANNEXURE I
FORM OF BANK GUARANTEE (UNCONDITIONAL)*
FOR PERFORMANCE SECURITY
(INITIAL AND ADDITIONAL SECURITY DEPOSIT)

To ,

[Name of Employer] _____

[Address of Employer] _____

WHEREAS [Name and Address of Consultant] _____

(Hereinafter called "The Consultant") has undertaken, in pursuance of contract No. _____ Dated _____ to execute (Name of contract and brief description of works) (Hereinafter called "The Consultant")

AND WHEREAS it has been stipulated by you in the said contract that the Consultant shall furnish you with a Bank Guarantee by a Nationalized Bank for the sum specified therein as security for compliance with his obligations in accordance with the contract.

AND WHEREAS we have agreed to give the Consultant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultant, upto a total of [Amount of Guarantee]**
(In figures) _____ Rupees (In words)

_____ such sum being payable in _____

the types and proportions of currencies in which the contract price is payable and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [Amount of Guarantee]** _____

_____ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified herein We here by waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which be made between you and the Consultant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition of modification.

This Guarantee is valid until the 180 (one eighty) days after the date of issuing the completion Certificate.

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date : - _____

* Bidders are not required to complete this form.

** An amount is to be inserted by the Guarantor, representing the percentage of the contract price specified in the contract and denominated either in the currency (ies) of the contract or in a freely convertible currency acceptable to the Employer.

ANNEXURE-IA*
FORM OF BANK GUARANTEE (UNCONDITIONAL)+
FOR PERFORMANCE SECURITY
(INITIAL AND ADDITIONAL SECURITY DEPOSIT)

TO,

(Name of employer) _____

(Address of Employer) _____

WHERE AS (Name and Address of Consultant) _____

(hereinafter called "The Consultant ") has undertaken, in pursuance of contract No. _____ dated _____ to execute [Name of contract and Brief

Description of work] (hereinafter called "The Contract"),

AND WHEREAS it has been stipulated by you in the said contract that the Consultant shall furnish you with a bank guarantee by a Nationalized Bank for the sum specified therein as security for compliance with his obligations in accordance with the contract.

AND WHEREAS we have agreed to give the Consultant such bank guarantee ; NOW THEREFORE we hereby affirm that we are the guarantor and responsible to you, on behalf of the Consultant, upto a total of (Amount of Guarantee)** (In figure) _____ Rupees (In words)

Such sum being payable and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of

[Amount of Guarantee]** _____ as

aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the work to be performed there under or of any of the contract documents which may be made between you and the Consultant shall in any way release us from any liability under this guarantee, and we hereby waive notice of

any such change, addition or modification. This guarantee is valid until the date _____ months after the issuing of the completion certificate.

We hereby affirm that we are aware of the stipulation for acceptance of our guarantee by Ropeways and Rapid Transport System Development Corporation H.P. Limited, that the said Nigam will be for all matters relating to this guarantee shall deal with our bank branch located at _____ and all communication including invocation, notice of demand and such other matter deemed essential to be advised to and / or served on the said branch, on our behalf, of our bank, who without demur shall in accordance with the provisions of this guarantee.

We unequivocally surrender our rights to be informed / advised give notice in respect thereof in favour of the said branch of our bank in consideration of the aforesaid terms and conditions incorporated in this guarantee, we agree that for all the operative part and enforceability in the court of law. This guarantee shall be deemed to have issued by the said branch of our bank. The obligation under this guarantee shall be performed and discharged at _____ and the court located thereat shall have jurisdiction for all the matters covered under and / or arising out of this guarantee.

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank _____

Address _____

Date: - _____

Confirmed by : -

Bank Branch located at Shimla



We hereby confirm the above Bank Guarantee given by our Branch at _____ and will honour the same as if it has been issued by us.

Signature & Seal

_____ Bank.

* This form shall be used when the bank guarantee to be issued by the branch other than Shimla but operatable at its Shimla branch.

+ Bidders are not required to complete this form.

** An amount is to inserted by the guarantor, representing the percentage of the contract price specified in the contract.

(This form shall be used when the bank guarantee to be issued by the branch at Shimla)

Annexure – II*
FORM OF BANK GUARANTEE
(EARNEST MONEY DEPOSIT)

Whereas M/s..... (Here in after called the Tenderer) is desirous and prepared to tender for work in accordance with terms and conditions of Tender Notice no.1 of 2018 dated.....And whereas We, Bank; agree to give the Tenderer a Guarantee for the Earnest Money Deposit.

1. Therefore, we here by affirm that we are Guarantors on behalf of the Tenderer upto a total of Rupees(i.e. Rs.....) and we undertake to pay the Chief General Manager RTDC, Shimla, upon his first written demand and without demur, without delay and without necessity of previous notice of individual or administrative procedure and without necessity to prove the bank the defects or short coming or debit of the Consultant any sum within the limit of Rupees.....
2. We further agree that the guarantee here in contained shall remain in full force and effective during the period that would be taken for the acceptance of tender. However, unless a demand or claim under this guarantee is made only in writing on or before the..... We shall be discharged from all liabilities under the guarantee thereafter.
3. We undertake not to revoke the guarantee during its currency except with the previous consent of the [REDACTED] in writing.
4. We lastly undertake not to revoke the guarantee for any change in constitution of the Tenderer or the Bank.

Date: _____ Signature and Seal of Guarantor
 Bank: _____
 Address: _____

* This form shall be used when the bank guarantee to be issued by the branch at Shimla

(This form shall be used when the bank guarantee to be issued by the branch other than Shimla but operatable at its Shimla branch.)

Annexure – IIA*
FORM OF BANK GUARANTEE
(EARNEST MONEY DEPOSIT)

Whereas M/s..... (Here in after called the Tenderer) is desirous and prepared to tender for work in accordance with terms and conditions of Tender Notice no.1 of 2018 dated.....And whereas We, Bank; agree to give the Tenderer a Guarantee for the Earnest Money Deposit.

1. Therefore, we here by affirm that we are Guarantors on behalf of the Tenderer upto a total of Rupees(i.e. Rs.....) and we undertake to pay the Chief General Manger, RTDC, Shimla, upon his first written demand and without demur, without delay and without necessity of previous notice of individual or administrative procedure and without necessity to prove the bank the defects or short coming or debit of the Consultant any sum within the limit of Rupees.....
2. We further agree that the guarantee here in contained shall remain in full force and effective during the period that would be taken for the acceptance of tender. However, unless a demand or claim under this guarantee is made only in writing on or before the..... We shall be discharged from all liabilities under the guarantee thereafter.
3. We undertake not to revoke the guarantee during its currency except with the previous consent of the _____ in writing.
4. We lastly undertake not to revoke the guarantee for any change in constitution of the Tenderer or the Bank.

Date:

Signature and Seal of Guarantor
 Bank:
 Address:

Confirmed by: -

Bank Branch located at Shimla

We hereby confirm the above Bank Guarantee given by our Branch at _____ and will honour the same as if it has been issued by us.

Signature & Seal

_____ Bank.

* This form shall be used when the bank guarantee to be issued by the branch of bank other than Shimla but operatable at its Shimla branch.

Annexure – III

List of Banks for Submission of Earnest Money Deposit & Security Deposits

A) All nationalized Banks including the Public Sector Bank – IDBI Ltd.

Guarantees issued by following Banks will be accepted as SD/EMD

- 1) Rajkot Nagrik Sahkari Bank Ltd.**
- 2) The Mehsana Urban Co-Operative Bank Ltd.**
- 3) The Surat District Co-Op. Bank Ltd.**
- 4) The Ahmedabad Mercantile Co-Op. Bank Ltd.**
- 5) Nutan Nagrik Sahakari Bank Ltd**
- 6) The Kalupur Commercial Co-Operative Bank Ltd.**
- 7) Saurashtra Gramin Bank**
- 8) Baroda Gujarat Gramin Bank**
- 9) RBL Bank**
- 10) Karur Vysya Bank**
- 11) AXIS Bank**
- 12) ICICI Bank**
- 13) HDFC Bank**
- 14) Kotak Mahindra Bank**
- 15) IndusInd Bank**
- 16) DCB Bank**
- 17) FEDERAL Bank**
- 18) YES Bank**

Annexure – IV

JOINT VENTURE AGREEMENT

(To be notarized on stamp paper of appropriate value)

(1) The Joint Venture agreement made and entered into at _____(place) on _____day of _____(YEAR) by and between.

- a. Firm A (Name with address of the registered office)
- b. Firm B (Name with address of the registered office)

(2) Definitions:

In this deed the following words and expressions shall have the meaning set out below.

- a. "The Employer" shall mean Ropeways and Rapid Transport System Development Corporation H.P. Limited.

"The Works" shall mean

- b. Which is more particularly described in the pre-qualification and tender documents issued thereof by the Employer.
- c. "The Tender" shall mean the Tender to be submitted by Joint Venture to the Employer for the work /works.
- d. "The Contract" shall mean the contract entered /to be entered into between the Joint Venture and the Employer for the works.

(3) Joint Venture (J.V) :

The Parties hereto declare that they have agreed to form a Joint Venture for the purpose of submitting the pre-qualification Application/ tender document initially and then tender and if successful for the execution of the works as an integrated Joint Venture. The parties are not under this agreement entering into any permanent partnership of Joint Venture to tender or undertake any contract other than the subject works. Nothing herein contained shall be considered to constitute the parties of partners to constitute either Party the agent of the other.

(4) Witnesseth :

Where as Ropeways and Rapid Transport System Development Corporation H.P. Limited. Here in after reinforced as Nigam / RTDC/ Employer has invited tenders

from intending bidders and the Nigam has



permitted a group of firms (not exceeding three) forming a Joint Venture to eligible to be a bidder.

And whereas _____ party of the first part and _____ party of the Second part/ (if applicable) are desirous to enter into a Joint Venture in the nature of partnership engaged in the joint undertaking for the specific purpose of execution of the work of constructing

_____ and whereas Parties of the first and Second part/ (if applicable) reached understanding to submit prequalified/ tender, if pre-qualification, and to execute the contract if awarded;

This agreement witness as follows.

- (a) The parties do not enter into an agreement of any permanent partnership of Joint Venture to tender or undertake any Contract other than the specified above;
- (b) That the operation of this Joint Venture firm concerns and is confined to the work of _____.
- (c) The name of the Joint Venture firm for convenience and continuity shall be _____
- (d) The Address of Joint Venture for communication shall be as under.
- (e) The Joint Venture shall jointly submit pre-qualification application on the above name according to all terms and conditions stated in the relevant instructions contained in the bid documents.
- (f) That this Joint Venture shall regulate the relations between the parties thereto and shall include without being limited to them the following conditions.
 - 1) _____ firm shall be the lead company incharge of the Joint Venture for all intents and purpose .
 - (2) In case the said work is awarded to the Joint Venture, the partners of the Joint Venture will nominate a person with duly notarised power of Attorney on stamp paper, who will represent the Joint Venture with the

authority to incur liabilities, receive instructions and payments, sign and execute the contract for an on behalf of the Joint Venture,

(i) All the (Maximum Two) parties agree to make financial participation and to place at disposal of Joint Venture the benefits of its individual experience, technical knowledge, skill and shall in all respect bear its share as regards planning and execution of the work and responsibilities including the provision of information, advice and other assistance required in the Joint Venture and participation shall be in proportion of,

Firm - A..... %

Firm - B..... %

(ii) All rights, interests, liabilities, obligations work experience and risks (and all net profits or net losses) arising out of the contract shall be borne by the parties in proportion to their shares. Each of the parties shall furnish its proportionate share in any bonds, guarantees, sureties required for the works as well as its proportionate share in connection with the works. The share and participation of the two partners in working capital and other financial requirements shall be in ratio as mentioned above.

(5) Internal responsibilities and liabilities:

(a) The division of individual scope of work may be worked out mutually by the parties but the party shall be jointly and severally liable to the employer for the whole work.

(b) The parties specifically undertake to carry out their separate works in full compliance with the contract with the employer. Each party shall be responsible jointly and severally for consequences if any arising out of defective or delayed execution of works which falls within the individuals party's area of responsibility and/ or it has been caused due to acts and /or omission of the concerned party.

(c) The parties jointly and severally agree to replace modify or repair any defect in their respective portions of works in accordance with the terms and condition of the contract with the employer.

(d) The parties jointly and severally shall indemnify and hold harmless to each

other against any claim made by the employer or any other third party for injury, damage, loss or expenses is attributed to the breach /non- performance of his responsibilities by the indemnifying party in accordance with the agreements and /or contract with the employer.

(e) None of parties have joined in any other Joint Venture for the said works.

(6) Responsibilities and liabilities of Joint Venture towards the employer:

(1) Parties hereto shall be jointly and severally liable and responsible for the acts, deeds and things done or omitted to be done in respect of the execution of the contract and for any financial liability arising there from.

(2) Parties hereto shall be jointly and severally responsible to the Employer for the execution of the works in accordance with the contract conditions;

(3) Parties hereto shall be jointly and severally indemnify to the Employer against any claim made against the employer or any other third party for any injury, damage or loss which may be attributed to the breach of the obligations under the contract pursuant to the contract.

(7) Site management:

(a) The execution of the work on the site will be managed by a Project Manager appointed by the Joint Venture and who will report to the _____(J.V.) the project manager shall be authorised to represent the Joint Venture on site in respect of matters arising under the contract.

(b) The _____(Name of the J.V.) shall be jointly and severally liable to the employer for the execution of the contract commitment in respect of the works in accordance with contract conditions.

(8) Termination of the Agreement:

This agreement shall be terminated in the following circumstances.

(a) The employer awards the contract for the work to the other Tenderer.

(b) The employer cancels the work to award the contract.

(c) On completion of the defect liability period as stipulated in the contract

agreement of the works and all the liabilities thereof are liquidated.

- (9) No partner has right to assign any benefits, obligation of liability under the agreement to any third party without prior written consent of the other partner as well as RTDC Ltd.

(10) Financial matter:

- (a) Bank Account in the name of the Joint Venture will be opened with any scheduled or nationalised Bank to be operated by an individual signatory as decided mutually by the Joint Venture partners.
- (b) All the partners shall be responsible to maintain or cause to maintain proper Books of Account in respects of the business of the Joint Venture firm as per the Indian Regulation Act and shall be closed at the end of the every financial year ending 31st march. Upon closure of the books of accounts balance sheet and profit and loss account as to the state of affairs of the firm as at the end of the financial year and as to the profit and loss made or incurred by the firm for the year ended on that date, respectively shall be prepared and the same shall subject to audit by a Chartered Accountant.
- (c) None of the party shall be entitled to make any borrowing on behalf of the Joint Venture without express prior written consent of the other party.
- (d) Bank guarantee for the application /execution of the work shall be provided jointly from a bank acceptable to the employer.

(11) Negotiation :

Any negotiation of agreement between the parties hereto and the employer subsequent to the submission of the tender and prior to award, shall take place only with consent of each of the parties who shall be represented at the such negotiation by one or more representative(s) duly empowered to make such negotiation or agreement.

(12) Legal jurisdiction:

All questions relating to validity interpretation of this agreement shall be governed by the law of India and shall be subject to jurisdiction of High court at Shimla.

(13) Settlement of disputes:

Any dispute in interpretation of any condition mentioned herein shall be referred to an arbitrator/tribunal by mutual consent of the partners and such proceedings shall be governed by Gujarat Public Works contract disputes tribunal act of 1992 and as amended from time to time. The award of arbitrator shall be final and binding on the party hereto. Neither the obligation of each party here to the performance of contract nor the execution of work shall stop during the course of arbitration proceeding or as a result thereof.

(14) Insurance:

(a) The Joint Venture through the parties individually shall take such insurance in connection with the work in accordance with the tender condition as acceptable to the employer.

(b) The cost of the insurance premium paid by the Joint Venture shall be borne and paid by the parties in proportion to the respective shares of work. Other insurance taken individually by the parties shall be fully borne by the respective parties.

(15) No change shall be made in this agreement without prior written consent of the employer and other party. However if the employer directs the parties to make changes in the agreement so as to fulfill tender conditions the parties discuss with employer and mutually agreed such changes required to be made in the agreement.

(16) Default and withdrawals from the Joint Venture :

In case that either party fails to observe the provision stipulated in this agreement withdrawal from the Joint Venture, Loss and /or expenses incurred by other party due to such default and /or withdrawals shall be fully compensated by the party who has defaulted.

(17) All matter relating to or arising due to this agreement shall be treated as confidential and shall not be disclosed to any other party.

In witness whereof the parties have caused their duly authorized representatives to sign below.

Signed for and on behalf of firm-A

Witness:

1.

2.

Date

Seal

Signed for and on behalf of firm-B

Witness:

1.

2.

Date

Seal
