

## SECTION 1

### REQUEST FOR PROPOSAL (RFP) (National Competitive Bidding)

The Employer i.e. Chief General Manager, Ropeways and Rapid Transport System Development Corporation H.P. Limited Shimla invites bids for the following work from the eligible consultants:-

Sr. No.	Name of Work	Earnest Money (Rs. in Lakh) in the shape of Bank Guarantee of any nationalized bank
1	Consultancy services for identification, planning and preparation of prefeasibility reports (techno commercial) for setting up of overhead Mass Rapid Transport System except for Shimla, Manali and Dharamshala	5.00

Cost of bid document will be a non-refundable fee of Rs. 10,000/-+18% GST in the form of Demand Draft drawn on any scheduled bank or any multinational bank having its branch in Shimla in favour of the address mentioned below.

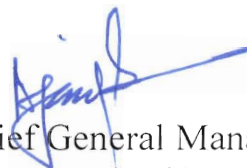
Sr. No.	Office Address	DD to be drawn in the favour of	State
1	Chief General Manager, Ropeways and Rapid Transport System Development Corporation H.P. Limited, Nirman Bhawan, Nigam Vihar, Shimla. Mob No. 94184-81177	General Manager Ropeways and Rapid Transport System Development Corporation H.P. Limited Shimla Mob No. 94184-57129	Himachal Pradesh

The RFP documents has to be downloaded from the Transport Department website that can be accessed from the <https://himachal.nic.in/transport>. The cost of RFP/Bid Document shall be furnished with an application fees of Rs.10,000/- + 18% GST with the submission of bid to Chief General Manager Ropeways and Rapid Transport System Development Corporation H.P. Limited, Shimla (HP). The format of the downloaded RFP/tender document should not be disturbed/alterd, otherwise the bid will be rejected. The RFP/tender documents are nontransferable. The physical technical bids should be submitted in hard bound form with page numbering and index. The additional information if any, may be furnished by the bidder in hard bound form with proper indexing and page numbering. The details submitted in other forms like spiral bound form, loose form etc would be rejected.

1  
AM  
CGM

The last date for submission of the hardbound Bid Documents is 9<sup>th</sup> September 2019 up to 14.00 hours. The technical bids would be opened on the same day i.e. 9<sup>th</sup> September 2019 at 15.00 hours. Further information can be obtained at the address below during office hours i.e. 10.00 to 17.00 hours Indian Standard Time (IST) on working day.

**REQUEST FOR PROPOSAL (RFP) must** be delivered in a written form to the address below (in person, or by post) by 9<sup>th</sup> September 2019 up to 14.00 hours (IST).



Chief General Manager  
Ropeways and Rapid Transport System  
Development Corporation H.P. Limited  
Nirman Bhawan Nigam Vihar Shimla-2.  
Mob No. 94184-81177  
E-mail: cgmrdchp@gmail.com

## **SECTION 2**

### **2. INSTRUCTION TO BIDDERS**

#### **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 Ropeways and others Overhead Transportation system i.e. Escalators monorail, Pod car etc. are the most appropriate, eco friendly solution for providing connectivity in the State 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.

2.1.1 Ropeways and Rapid Transport System Development Corporation H.P. Limited, officiates from Nirman Bhawan, Nigam Vihar, Shimla-171002. Bids are invited by Ropeways and Rapid Transport System Development Corporation H.P. Limited from consultants for Consultancy services for identification, planning and preparation of prefeasibility reports (techno commercial) for setting up of overhead Mass Rapid Transport System in the state except for Shimla, Manali and Dharamshala cities.

## 2.2 DEFINITIONS

- a) **“RTDC”** means Ropeways and Rapid Transport System Development Corporation H.P. Limited.
- b) **“The Employer”** means the Chief General Manager, RTDC, Shimla.
- c) **“The Consultant”** means agency appointed by RTDC with a stipulated mandate or Firm, or Institution undertaking the assignment.
- d) **“The Bidder”** means a firm or JV or Consortium which participates in the tender and submits its proposal.
- e) **“The Products/equipment/ system”** means all the equipments which are required for identification, planning and preparation of prefeasibility reports (techno commercial) for setting up of overhead Mass Rapid Transport System except for Shimla, Manali and Dharamshala.
- f) **“Successful Bidder”** means the Bidder, who, after the complete evaluation process, gets the Letter of Award. The Successful Bidder shall be deemed as “Consultant” appearing anywhere in the document.
- g) **“The Letter of Acceptance”** means the issue of a signed letter by the employer of its intention to accept the offer of successful bidder and awarding the work mentioning the total Contract Value.
- h) **“The Contract”** means the agreement entered into between the Employer and the Consultant, as recorded in the Contract documents signed by the parties, including all attachments and appendices there to and all documents incorporated by references therein.
- i) **“The Contract Price”** means the price payable to the Successful Bidder under the Letter of Acceptance for the full and proper performance of its Contractual obligations. The Contract Price shall be deemed as **“Contract Value”** appearing anywhere in the document.
- j) **“Services”** means performing duties as specified in the scope.
- k) **“NIT”** is the Notice Inviting Tender. It is essentially the Press Notification of the Tender.
- l) **“QCBS means”** Quality- and Cost-Based Selection (“QCBS”).

## 2.3 BID DOCUMENT

2.3.1 The process and procedures of bidding, the materials to be supplied and the various and conditions of this tender are provided in the Bid Document.

The Bid Document include:

Section 1	Notice Inviting Tender
Section 2	Instructions to Bidders
Section 3	General (Financial & legal) Conditions of Contract
Section 4	Special Conditions of Contract
Section 5	Scope of the work
Section 6	Formats for Submission of Proposals
Section 7	Formats for submission of bank guarantees.
Section 8	Draft Contract Agreement

2.3.2 The Bidder should carefully read all the instructions, terms and conditions, specifications and various forms that are provided in the Bid Document. The tender may be rejected if any or all of the information asked be rejected if any or all of the information asked for in this document are not furnished along with the tender or if the tender is not responsive technically or financially in accordance with the Bid Document.

## 2.4 PRE-BID MEETING

Pre bid meeting is scheduled on **19<sup>th</sup> August 2019 at 11.00 hours** Clarifications sought during the meeting will be issued at the same time and if any issue could not be resolved on the same day, clarifications of the same can be collected from office of the Chief General Manager, RTDC Shimla (HP) three days prior to bid submission. No separate information will be passed on to any individual Bidder in this regard. The same will be loaded on the departmental website also.

## 2.5 AMENDMENT OF BID DOCUMENTS

At any time, 5 days prior to bid submission, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by amendments.

## 2.6 COST OF BIDDING

The Bidder has to bear all the costs associated with the preparation and submission of the bid. Employer will, in no case, be responsible or liable for any of the costs, regardless of the conduct or outcome of the bidding process.

## 2.7 APPLICATION FEE (AF) AND EARNEST MONEY DEPOSIT (EMD)

2.7.1 The proposal should be submitted along with EMD (for the amount given in section 1 of this document) in the form of a Bank Guarantee and the format specified in section 7 of this document **valid for 45 days beyond the validity of the bid.** The Bid submitted without EMD will be summarily rejected. Application fees of Rs.10,000/- + 18%GST should also be accompanied with the furnished offer, as the Bid documents has been downloaded from the website <https://himachal.nic.in/transport>

2.7.2 The EMD of the successful Bidder will be returned when the Bidder has signed the Contract Agreement with the Employer and has furnished the required Performance Guarantee for the amount equivalent to 10% of the contract price on the prescribed format specified in section 7, within 15 days from the receipt of the Letter of Acceptance.

2.7.3 The EMD will be forfeited:

- (a) If a Bidder withdraws its bid during the period of bid validity. Or
- (b) If the Bidder fails to accept the Employer's corrections of arithmetic

- errors in the Bidder's bid (if any), or
- (c) If the Successful Bidder fails to sign the contract agreement with the Employer within the prescribed period, or
- (d) If the Successful Bidder fails to furnish the Performance Guarantee within the stipulated time.

2.7.4 The technically unqualified bidders would be informed regarding their non-qualification, and thereafter EMD, price bid (Financial proposal) would be returned unopened after the evaluation of the financial proposal and signing the contract agreement with the successful bidder.

## **2.8 BID PRICES**

- 2.8.1 Bidder shall give the pricing as individual and as a total composite price inclusive of all levies & taxes i.e. GST, Custom/ Excise Duty Packing, Forwarding, Freight, Insurance etc.
- 2.8.2 The prevailing levies and taxes as applicable as per law shall be quoted separately. The client's evaluation of the Consultant's financial proposal shall exclude applicable GST, duties, taxes etc.
- 2.8.3 If any or all of the information asked in the Section-6 are not available in the Financial Proposal, the bid is liable for rejection.

## **2.9 DISCOUNTS**

The Bidders are informed that discount, if any, should be indicated separately at part-I and part-II of section 6.

## **2.10 BID VALIDITY**

The bids shall remain valid for a period up to and including the date 120 (one hundred and twenty) days from the last date of submission of bids.

## **2.11 SUBMISSION OF PROPOSALS**

All the proposals will have to be submitted through **in HARDBOUND** (Hard bound implies such binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document form with all pages sequentially numbered either at the top or at the bottom right hand corner of each page e.g. by writing page 1 of 10 on page 1, if total pages are 10). It should also have an index giving page wise information of above documents. Incomplete proposal or those received without hard bound will summarily be rejected.

The Bidders are required to fill up and submit the Section 6 documents with their proposals. Clause-by-clause compliance should be provided against the technical specifications of the equipment mentioned in Section 6.

The proposals shall be submitted in two parts, viz.,

**Envelope-1:** Containing application fee of Rs. 10000/- +18% GST if a Bid document has been downloaded from the Department's website and an EMD as prescribed in the tender document in section 2.7.1. The envelope should be subscribed as **"Envelope 1 – EMD / for Consultancy Services for identification, planning and preparation of prefeasibility reports (techno commercial) for setting up of overhead Mass Rapid Transport System throughout the state of HP except for Shimla, Manali and Dharamshala cities addressed to the Chief General Manager RTDC, Shimla (HP) at the top left corner.**

**Envelope-2:** The Technical Proposals subscribed as **"Envelope 2 –Pre qualification and Technical Proposal** for Consultancy Services for identification, planning and preparation of prefeasibility reports (techno commercial) for setting up of overhead Mass Rapid Transport System throughout the state of HP except for Shimla, Manali and Dharamshala cities (Containing duly signed PRE-QUALIFICATION PROPOSAL SUBMISSION FORM as prescribed in Section-6, Other required Prequalification documents, all technical literature, brochures etc.). In the technical proposal, there should not be any indication about the prices (printed or otherwise) of any of the products offered.

**Envelope-3:** The Financial Proposal subscribed as **Enevelope-3 -Financial Proposal** for Consultancy Services for identification, planning and preparation of prefeasibility reports (techno commercial) for setting up of overhead Mass Rapid Transport System throughout the state of HP except for Shimla, Manali and Dharamshala cities addressed to the Chief General Manager RTDC, Shimla (HP) at the top left corner.

All the sealed envelopes should again be placed in a sealed cover super scribed as **"Consultancy Services for identification, planning and preparation of prefeasibility reports (techno commercial) for setting up of overhead Mass Rapid Transport System throughout the state of HP except for Shimla, Manali and Dharamshala cities addressed to the Chief General Manager RTDC, Shimla (HP) at the top left corner."**

**Bid from: M/s\_\_\_\_\_)"**

**"NOT TO BE OPENED BEFORE 9<sup>th</sup> September 2019 at 15.00 hours** which should be received in the office of Chief General Manager RTDC, Shimla (HP) up to **9<sup>th</sup> September 2019** at 14:00 Hrs.

Any individual(s) signing the bid or other documents connected therewith should specify whether he is signing the offer as Chief Executive of a single firm / agency / institution making the offer, Lead partner of the consortium of firm / agency / institution making the offer, a Director, Manager or Secretary in case of the authority conferred by Memorandum of Association.

The power of attorney should be executed separately by each member of JV/ consortium authorizing the individual to sign the bid document on behalf of JV/ consortium.

2.11.1 In the case of a firm not registered under the Indian Partnership Act, all the partners

or the attorney duly authorized by all of them should sign the bid and all other connected documents. The original power of attorney or other documents empowering the individual or individuals to sign should be furnished to the Employer for verification, if required.

- 2.11.2 The consultant shall submit, a copy of original document defining constitution or legal status, place of registration, principal place of business and power of attorney along with the proposal. In case of a company, Memorandum of Association and Article of Association, Name of directors and shareholders may also be furnished.
- 2.11.3 The Bids and all correspondence and documents relating to the bids, shall be written in the English language.
- 2.11.4 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

## **2.12 LATE BIDS**

Any bid received by the Employer after the time and date for receipt of bids prescribed by the Employer in the tender as per Section-2.11 may be rejected and returned unopened to the Bidder.

## **2.13 MODIFICATION AND WITHDRAWAL OF BIDS**

- 2.13.1 The Bidder is allowed to modify or withdraw its submitted bid at any time prior to the last date prescribed for receipt of bids, by giving a written notice to the Employer.
- 2.13.2 Subsequent to the last date for receipt of bids, no modification/withdrawal of bids shall be allowed.
- 2.13.3 The Bidders cannot withdraw the bid in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the Bid. Such withdrawal may result in the forfeiture of its EMD from the Bidder.

## **2.14 LOCAL CONDITIONS**

- 2.14.1.1 Each Bidder is expected to visit and examine the sites spread across entire length and breadth of Himachal Pradesh / its surroundings for getting fully acquainted with the local conditions & factors and to obtain all information, which would have any effect on the execution / performance of the contract and / or the cost for preparing the bid, at their own interest and cost. The Employer shall not entertain any request for clarification from the Bidder regarding such local conditions.



- 2.14.1.2 The Bidder and any of their employees/agents/sub consultants will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder and any of their employees/agents/sub consultants will be responsible for any personal injury (whether fatal or otherwise), loss of or damage to life, property and other loss damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen.
- 2.14.1.3 It is the Bidder's responsibility that such factors have properly been investigated and considered while submitting the bid proposals and no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the Employer. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Employer on account of failure of the Bidder to know the local laws / conditions.
- 2.14.1.4 The site related information furnished by EMPLOYER in this Bid Document is only indicative. The bidders are advised to undertake site visits and make their own assessment as to the correctness of the information. Requests for price revision after bid opening on account of inaccuracies in information given by EMPLOYER shall not be entertained at any stage.

## **2.15 CONTACTING THE EMPLOYER**

Any effort by a Bidder influencing the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

## **2.16 ELIGIBILITY/ PRE-QUALIFICATION CRITERIA**

- 2.16.1 A consultant is allowed to submit only one bid. Alternative proposals i.e. one as sole or in JV with other consultant and another in JV with any other consultant will be summarily rejected. In such cases, all the involved proposals shall be rejected. Multiple joint ventures are not allowed.
- 2.16.1.1 Bidders that meet all of the following criteria need only apply.
- (i) Annual turnover of any one of the last five financial years i.e. from 2013-2014 to 2017-2018 updated to the current financial year shall be more than Rs.50.0 crores. In case of JV, the lead member shall have more than Rs.35 crores of annual turnover (updated) of any one of the last five financial years. This threshold for each other member of JV shall be more than Rs.15 crores. Documentary proof in the form of a Certificate from the statutory auditor/charted accountant of the Bidder's company strictly as per the format specified in Section 6 duly signed and stamped by the statutory auditor/charted accountant needs to be submitted as proof for the above. Any declaration or letter from the Bidder in any other format will not be accepted. For arriving at updated value, turnover of any financial year shall be multiplied by the enhancement/updating factor as under:-

<b>Sr. No.</b>	<b>Year</b>	<b>Enhancement/ Updating factor</b>
1.	2017-18	1.0
2.	2016-17	1.1
3.	2015-16	1.21
4.	2014-15	1.331
5.	2013-14	1.464

- (ii) Consultant must have experience of at least 5 years in Planning, Monitoring, supervision and implementation of ropeways and other overhead Mass rapid transportation system projects.

2.16.2 Each bidder should further demonstrate availability of key personnel with adequate experience as required; as per clause 2.17.5.

**2.16.3 Bids submitted by a Joint Venture or Consortium shall meet the following:**

- 2.16.3.1** The Registered JV Agreement should legally bind on all partners/members.
- 2.16.3.2** Consortium or Joint venture allowed (maximum 3 partners). One of the members/partners shall be nominated by the JV/Consortium as being in charge, and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of each member/partner.
- 2.16.3.3** The partner in-charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture/ Consortium during the entire execution of the Contract.
- 2.16.3.4** All partners of the Joint Venture/Consortium shall be liable jointly and severally for the execution of the contract in accordance with the Contract terms, and a statement to this effect shall be included in the Agreement (in case of successful bidder).
- 2.16.3.5** The joint-venture/consortium agreement shall indicate precisely the responsibility of all members in respect of planning, design construction equipment, key personnel, work execution and financing of the project. All the members should have active participation during the currency of the contract. This shall not be varied/ modified subsequently without prior approval of the Employer.
- 2.16.3.6** Copy of the agreement entered into by the partners shall be submitted with the Bid.
- 2.16.3.7** In case of a joint venture the minor partner must have executed at least one project in the relevant field and the lead partner must have executed two projects in the relevant field.
- 2.16.3.8** For calculation of annual average turnover, annual turnover of each partner in proportion to their JV participation will be evaluated. However, each partner should have minimum average turnover of Rs.15 Crores in the last three financial years.

## 2.17 EVALUATION

2.17.1 Any time during the process of evaluation, the Employer may seek for clarifications from any or all Bidders.

### 2.17.2 Evaluation procedure

#### **Stage-1(a): Responsiveness w.r.t. Application Fee & EMD:**

First, the envelope containing Application fee (in case of Bid Document downloaded from <https://himachal.nic.in/transport> web site) and Earnest Money Deposit will be opened and if both are found furnished by the Bidders in the prescribed manner as mentioned in para 2.7.1, then the second envelope containing Pre-Qualification & Technical Proposal documents shall be opened. At any stage during the evaluation, if the EMD is found invalid, the respective Bidder's bid will be summarily rejected.

**Stage-1(b): Quality- and Cost-Based Selection (QCBS):-**In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

#### **Stage-1(c): Technical Proposal Evaluation:**

The Bidder shall have to fulfill all the Pre-qualification Criteria as specified in para 2.16.1.3, in totality and submit all the required documents that relate to the Pre-qualification Criteria terms and conditions. These documents will be scrutinized along with the Technical Proposal in this phase of evaluation. Those bidders who do not fulfill the terms and conditions of Pre-qualification Criteria as specified in this tender or whose Technical Proposal is non-responsive will not be eligible for further Financial Proposals Evaluation. Technical Proposals of the Bidders would be evaluated for the clause-by-clause compliance of the technical specifications as mentioned in the Bid document. Evaluation of Pre-qualification and Technical Proposal by RTDC shall not be questioned by any of the Bidders. The Employer reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Financial Proposal. Finally bidders would be evaluated for technical competence using the marking system as in 2.17.3 and only those bidders who score  $\geq 75\%$  marks shall qualify for financial bid opening. Decision of Authorities in the technical evaluation shall be taken as FINAL and no questions shall be entertained in this regard.

#### **Stage-2: Financial Proposal Evaluation:**

The financial Bids submitted will be opened for short listed-qualified firms. The Price Bids of only the qualifying firms who are short-listed in Stage-I will be evaluated. The date of opening shall be intimated to the qualified bidders at the appropriate time. The unqualified bidders would be informed regarding their non-qualification along with the reason and thereafter their price bid (Financial proposal) will not be opened. The financial proposal shall be excluding applicable taxes which will be payable after the consultant submits the proof of deposit of applicable taxes. The Financial Proposal Evaluation will be based on the total payouts including all other taxes, duties and levies for quality assurance under each

Regional Office of the Department for a period of consultancy service as per financial proposal. The financial evaluation is as under:

- (i) The bids will be opened as indicated in Section 1 of the RFP document. As per the sequence of packages indicated in Section 1 of RFP document.
- (ii) The Evaluation Committee will determine whether the submitted Financial Proposal is complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the Consultant shall, however, be required to carry out such obligations without any additional compensation.) and without computational error. In case under such circumstances, if Client feels that the work cannot be carried out within the overall cost as per the submitted financial proposal, such proposals shall be considered non responsive.
- (iii) The lowest financial proposal ( $F_M$ ) will be given a financial score ( $S_F$ ) of 100 points. The financial scores of other proposals will be computed as follows:  

$$S_F = 100 \times F_M / F$$
 (F= amount of financial proposal)
- (iv) Proposals will finally be ranked according to their combined technical ( $S_T$ ) and financial ( $S_F$ ) scores as follows:  

$$S = S_T \times T_w + S_F \times F_w$$
 Where S is the combined score, and  $T_w$  and  $F_w$  are weights assigned to Technical Proposal and Financial Proposal that shall be 80% and 20% respectively.  $S_T$  will be calculated as per 2.17.3.
- (v) The selected Consultant shall be the first Ranked Applicant (H-1, having the highest combined score). The second ranked applicant (H-2) shall be kept in reserve and may be invited for negotiation in case the first ranked Applicants withdraws, or fails to comply the requirements specified in this document. In the event the proposals of two or more consultants have the same scores in the final ranking, the proposal with the highest technical score should be ranked first.
- (vi) In case H1 applicant withdraws or fails to comply the requirements specified in this document, H2 may be called for negotiation and in case he matches the rates with H1 or at his rates, whichever is lower, the work will be awarded to H2 bidder.

2.17.3 **Evaluation of technical bid shall be done based on the following:**

Sr. No	Evaluation Criteria	Max. Marks
1	Past experience of firm or Institution in Feasibility study, Planning, DPR preparation for implementation of ropeway or other overhead mass rapid transportation system projects.	35
2.	Key Personnel	50
3.	Methodology & Work Plan	10
4.	Structure and Organization	5
	Total	100

Only bids securing  $\geq 75\%$  marks shall qualify for further consideration.

Bidders shall fill up all formats as given in Section-6

2.17.4 The marking criteria will be based on the following:

1. Past experience of firm or Institution in Feasibility study, Planning, DPR preparation for implementation of ropeway and other overhead mass rapid transportation system projects in last five years as per clause 2.17.3(1). Maximum marks in 2.17.4.(1) will be limited to 35.

a) On overhead mass rapid transportation and other allied infrastructure works with DPR cost of amount greater than 25 crore but less than 50 crore.	2.5 marks/assignment max of 10 marks
b) On overhead mass rapid transportation and other allied infrastructure works with DPR cost of amount greater than 50 crore but less than 100 crore.	5 marks/ assignment, max of 20 marks
c) On overhead mass rapid transportation and other allied infrastructure works with DPR cost of amount greater than 100 crore.	7 marks/assignment max of 35 marks

2. Key Personnel will be evaluated as per clause 2.17.5
3. Methodology & Working Program :- Maximum 10 marks: The marks will be provided on the basis of work program, quality of approach /methodology, and unique features of IT tools/application.

a) Time for completion of the proposed project upto 6 months	4 marks
b) Technical tie up with reputed Manufacturer of Overhead Mass rapid transportation system	4 marks
c) Relevant IT Tools	2 marks

4. Structure and Organization- Maximum 5 marks:-

Sr. No.	Formation of company	Marks
1	5 years before date of RFP	5
2	3 to 5 year before date of RFP	3

The bidders are advised in their own interest to frame the technical proposal in an

objective manner as far as possible so that these could be properly assessed in respect of points to be given as part of evaluation criteria.

List of key personnel to be deployed on contract work

Sr.No.	Personnel	Essential Qualification	Number
1	Team Leader cum Coordinator	<p><b>Education Qualification:</b> The candidate should be preferably be graduate in Mechanical Engineering from recognized University.</p> <p><b>Age Limit:</b> Any individual who has attained the age of more than 65 years would not be allowed to work</p> <p><b>Experience:</b> The candidate should have an experience of at-least 20 years as Mechanical in various capacities. Out of experience of 20 years, he should have at-least 10 years experience in planning, construction supervision or quality control of ropeway or other overhead mass rapid transportation system projects □</p>	1
2	Ropeway Planner-Engineer	<p><b>Education Qualification:</b> The candidate should be Graduate in Mechanical Engineering from recognized University.</p> <p><b>Age Limit:</b> Any individual who has attained the age of more than 65 years would not be allowed to work.</p> <p><b>Experience:</b> The candidate should have an experience of at-least 15 years as Mechanical Engineer in various capacities. Out of experience of 15 years, he should have at-least 7 years experience in planning, construction/construction supervision or quality control of ropeway or other overhead mass rapid transportation system projects.</p>	1
3	Transport Planner	<p><b>Education Qualification:</b> The candidate should be Post Graduate in Transport Planning from recognized University.</p> <p><b>Age Limit:</b> Any individual who has attained the age of more than 65 years would not be allowed to work</p> <p><b>Experience:</b> The candidate should have an experience of at-least 5 years as Transport Planner in various capacities. Out of experience of 5 years, he should have at-least 2 years experience in planning, of ropeway or other overhead mass rapid transportation system projects □</p>	1

4	Financial Expert	<p><b>Education Qualification:</b> The candidate should have Masters or Graduate in Management with understanding of financial workings/CA.</p> <p><b>Age Limit:</b> Any individual who has attained the age of more than 65 years would not be allowed to work.</p> <p><b>Experience:</b> The candidate should have an experience of at-least 5 years in Project Finance and financial analysis.</p>	1
5	Civil Engineer	<p><b>Education Qualification:</b> The candidate should be Graduate in Civil Engineering from recognized University.</p> <p><b>Age Limit:</b> Any individual who has attained the age of more than 65 years would not be allowed to work.</p> <p><b>Experience:</b> The candidate should have an experience of at-least 15 years as Civil Engineer in various capacities.</p>	1

**2.17.5.1** Qualification and competence of following professional/sub-professional staff for the assignment shall only be evaluated. The weight age for various key staff are as under:-

Sr. No.	Staff Position	Marks
1	Team Leader cum Coordinator	15
2	Ropeway Planner-cum-Mechanical Engineer	10
3	Transport Planner	10
4	Financial Expert	10
5	Civil Engineer	5
	<b>Total</b>	50

**2.17.5.2** Sub criteria for qualification of key Personnel (i.e. Professional staff)

Sr. No.	Qualification	Marks (%)
1	General qualifications	25
2	Adequacy for the project	70
3	Employment with the firm	5
	<b>Total</b>	<b>100</b>

**2.17.5.2.1 Sub Criteria for General Qualification:-**

<b>Sr. No.</b>	<b>Qualification</b>	<b>Marks (%)</b>
1	Educational Qualification	20%
2	Training, publication etc.	5%
	<b>Total</b>	<b>25%</b>

**2.17.5.2.1.1 Sub Criteria for Educational Qualification:-**

<b>Sr. No.</b>	<b>Staff Position</b>	<b>Qualification</b>	<b>Marks</b>
1	Team Leader cum Coordinator	The candidate should be Graduate in Mechanical Engineering from recognized University.	20%
2	Ropeway Planner-cum-Mechanical Engineer	The candidate should be Graduate in Mechanical Engineering from recognized University.	20%
3	Transport Planner	The candidate should be Post Graduate in Transport Planning from recognized University.	20%
4	Financial Expert	The candidate should have Masters or Graduate in Management with understanding of financial workings/CA.	20%
5	Civil Engineer	The candidate should be Graduate in Civil Engineering from recognized University.	20%

**2.17.5.2.1.2 Sub Criteria for Training, publication etc.- Maximum 5% Marks.:-**

Key professional who has undergone at least **one** trainings in the relevant field or whose at least **one** technical articles have been published will be given 5% marks.

**2.17.5.2.2 Sub Criteria for Adequacy for the project- Maximum 70%marks:-**

<b>Sr. No</b>	<b>Staff Position</b>	<b>Experience</b>	<b>Marks</b>
1	Team Leader cum Coordinator	Less than 20 years experience as Mechanical Engineer in various capacities.	0%



		At least 20 years experience as Mechanical Engineer in various capacities	35%
		Less than 10 years experience in planning, construction supervision / quality control of ropeway or other overhead mass rapid transportation system projects.	0%
		At least 10 year experience in construction supervision/quality control for construction and maintenance works.	35%
2	Ropeway Planner Cum Mechanical Engineer	Less than 15 years experience as Mechanical Engineer in various capacities	0%
		At least 15 years experience as Mechanical Engineer in various capacities	35%
		Less than 7 years experience in planning, construction supervision / quality control of ropeway or other overhead mass rapid transportation system projects	0%
		At least 7 years experience in construction supervision/quality control for construction and maintenance works	35%
3	Transport Planner	Less than 5 years experience as Transport Planner in various capacities	0%
		At least 5 years experience as Transport Planner in various capacities	35%
		Less than 2 years experience in planning of ropeway or other overhead mass rapid transportation system projects	0%
		At least 2 years experience in planning of ropeway or other overhead mass rapid transportation system	35%

		projects	
4	Financial Expert	Less than 5 years experience in Project Finance and financial analysis	0%
		At least 5 years experience in Project Finance and financial analysis.	70%
5	Civil Engineer	Less than 15 years experience as Civil Engineer in various capacities	0%
		At least 15 years experience as Civil Engineer in various capacities	70%

Note: Any upper age relaxation in case of candidates will not be allowed and the CV will not be evaluated.

**2.17.5.2.3 Sub Criteria for Employment with the firm–maximum 5 marks-:**

S. No	Criteria	Marks
1	Employed for more than 3 years	5
2	Employed for 1 to 3 years	3
3	Employed for less than 1 year	1

**2.17.5.2.4 Replacement of Key Experts**

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant’s written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall

**2.17.5.2.5 Removal of Experts or Sub-consultants**

forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement and the client will initiate action as per the applicable law.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess similar or preferably better qualifications and experience acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

**2.18 NOTICES**

Any notice to be served under this contract shall be deemed to be validly served if sent by email, registered post, speed post or fax to the Consultant's registered office herein before mentioned or in respect of the Employer, to the Chief General Manager RTDC, Shimla (HP) as the case may be. Any notice so posted shall be prima-facie proof of serving at the expiration of the time within which in the normal course of posting, it would have reached the address to which it was sent.

**2.19 MISCELLANEOUS**

- a. The contract or any interest there under shall not be assignable to any third party by the consultant unless such assignment is mutually agreed to in writing by both the Employer and the consultant.
- b. No modification to the Contract document shall be binding unless it is in writing and signed by both the parties to the Contract.
- c. The terms and conditions in the Bidding document and the bids submitted and accepted constitute the entire Contract Agreement between the parties. Signed contract agreement shall supersede previous communications, representations or agreements either oral or written between the parties with respect to the subject matter of the Contract Agreement and no agreement or understanding varying or extending the Contract Agreement shall be binding on either the

Employer or the Consultant. Contract shall have to be executed in writing and signed by duly authorized officers or representatives of both the parties.

- d. All the provisions of the contract agreement shall be harmoniously construed. In case of variation between certain points in the Tender document and the attached specifications / requirements for the Inspection and acceptance of the system, the provision contained in Contract Agreement shall have and overriding effect.
- e. The contract shall be concluded in good faith and shall be kept confidential by both the contracting parties.
- f. The headings of Clauses are for the purposes of reference only and shall have no effect on the meaning or substances of any clause of the contract.
- g. Any further modifications/improvements in the system desired by the Employer shall be carried out by the consultant on mutually agreed terms.
- h. The contract shall be governed, interpreted and executed according to the Indian Law.
- i. The complete tender document comprising page no- 1 to page no-\_\_\_\_\_ forms the "Accepted Tender" (AT). The authorized signatory of the consultant i.e. the firm is supposed to initial every page of the AT with complete signatures at places where the representatives of the Employer has signed to acknowledge the acceptance of AT within one week failing which it will deemed as accepted by the consultant. The number of this AT would be quoted in all future correspondence.

## **2.20 COMING INTO FORCE**

After submission of performance Guarantee, the contract will be signed. The contract shall come into force with effect from the date of signing the contract agreement by both the contracting parties. The contract agreement will be operated by the Authorized Representative of Chief General Manager RTDC, Shimla (HP).

- 2.21** After signing of contract the Employer will issue "Letter to Proceed" to the consultant. The consultant shall start the work within 15 days from letter to proceed, failing which a penalty @ 2% of the contract value per month will be imposed on the consultant.

## **2.22 FORCE MAJEURE**

- a. If either party is temporarily unable by reason of force majeure or the laws or regulations of India to meet any of its obligations under the contract, and if such party gives to the other party written notice of the event within fourteen (14) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues.
- b. Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in above mentioned section or delays arising from such event.
- c. The term 'force majeure' as employed herein shall mean acts of God, strikes, lock outs or other industrial disturbances, acts of the public enemy, wars, blockades, insurrection riots, epidemics, landslides, earthquakes, storms,

lightning, floods, washouts, civil disturbances, explosions, and any other similar events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome.

**2.23 ADDRESS AND COMMUNICATION**

- a. All communications to the Employer are to be addressed to the Chief General Manager Ropeways and Rapid Transport System Development Corporation H.P. Limited Nirman Bhawan, Nigam Vihar, Shimla-171002 (HP).
- b. All communications to the consultant are to be addressed to:-

## **SECTION 3**

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### **3.0 GENERAL (FINANCIAL AND LEGAL) CONDITIONS OF THE CONTRACT**

#### **3.1 GENERAL**

3.1.1 The consultant will procure, hire all necessary equipment/machines required for consultancy service.

3.1.2 The time period of the services after the Effective Date as per clause 2.20 & 2.21 of ITB shall be **twelve months** or as mutually agreed between the parties.

3.1.3 This Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date, as has been agreed between the parties.

#### **3.2 PAYMENT TERMS**

3.2.1. Payments will be made in **Indian Rupees only**.

3.2.2 Payments shall be adjusted for deductions for advance payments, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law.

##### **3.2.3 ADVANCE PAYMENT**

3.2.3.1 The Employer will make advance payment to the Consultant as per the contractual provisions (up to 10% of Contract Value) on submission of an Unconditional Bank Guarantee from a commercial bank acceptable to the Employer in amounts equal to 110% of the advance payment,. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Consultant.

3.2.3.2 The Consultant is to use the advance payment only to pay for procurement/hiring of Equipment/ Mobilization expenses required specifically for the Work. The Consultant shall demonstrate the advance payment has been used in this way by supplying copies of invoices or other documents.

3.2.3.3 The mobilization advance will be recovered in two installments from second & third running bill. In any case, the mobilization advance must be recovered within 6 months from the date of agreement. No account shall be taken of the advance payment or its repayment in assessing valuations of work.

##### **3.2.4 PAYMENT SCHEDULE**

Payments will be made within 30 days of successful submission of desired documents to the Chief General Manager RTDC Shimla (HP) Office at Shimla as per following payment schedule and deliverables:

Sr.No.	Task/Report	Copies	Time allowed from start of assignment (days)	Approval time after submission (days)	%age of lump sum amount to be released.
1	Submission of Draft prefeasibility Report	5 hard & soft copies.	180	15	25
2	Submission of final prefeasibility Report.	5 hard & soft copies	270	10	40
3.	Presentation of final feasibility report to the employer	5 hard & soft copies	280	-	10
4.	Approval of final prefeasibility Report from the competent authority	-	-	60	25

3.2.4.1 If the client had delayed payments beyond forty five days after the due date without any justifiable grounds, interest shall be paid to the consultant on any amount due by ,not paid on, such due date for each day of delay at the annual rate of 0.1% in local currency.

### **3.3 PRICES**

3.3.1 The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subjected to any adjustment.

3.3.2 Bidder shall give the pricing as individual and as a total composite price inclusive of GST/any other applicable tax. Client shall reimburse only taxes as per applicable laws.

### **3.4 EMPLOYER'S RIGHTS**

3.4.1 The Employer reserves the right to make changes within the scope of the Contract Agreement at any point of time.

3.4.2 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of Employer's action.

### **3.5 SUBCONTRACTING BY THE BIDDER**

3.5.1 If subcontracting for specialized work is required, the Successful Bidder will take

prior permission from RTDC. Under all circumstances, the value of works subcontracted by Successful Bidder should not exceed 50% of the Contract Price. The Bidder is required to provide the details of the activities that it proposes to subcontract to third parties as per format given in Section-6

3.5.2 In any case, the Successful Bidder shall be solely responsible to ensure compliance of all obligations under the contract.

3.5.3 Changes in a Firm

- (i) Where the consultant is a partnership Firm, partners shall not be changed in the Firm except with the previous consent in writing of the Chief General Manager RTDC, Shimla (HP)., which may be granted only on a written undertaking by the all (old/new) partners to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.
- (ii) On the death of any partner of the consultant firm before complete performance of the contract, the Chief General Manager RTDC, Shimla (HP) may, at the option of the consultant, cancel the contract, and in such case the consultant shall have no claim whatsoever to compensation against the Employer.
- (iii) If the contract is not determined as provided in sub-clause (ii) above, notwithstanding the retirement of a partner from the Firm, he shall continue to be liable under the contract for acts of the Firm until a copy of the public notice given by him under section 32 of the Partnership Act has been sent by him to the Chief General Manager RTDC, Shimla (HP) by registered post acknowledgement due.

### **3.6 STANDARDS GOVERNING THE TENDER**

Wherever applicable, the standards published by following recognized bodies shall be applicable for equipment, if any to be supplied under this contract.

- (i) Bureau of Indian Standards (BIS).
- (ii) International Standards Organization (ISO).
- (iii) CEN Standards for Ropeways.

### **3.7 DELAYS IN PERFORMING DUTIES AS PER SCOPE OF WORK AND PROVIDING TECHNICAL SUPPORT / STAFF / TEAM LEADER**

Should any of the said services / personnel not be executed / provided during the contract period, the Employer shall in respect of any delays, have the right to claim and deduct from the payments due affected by such delay as agreed, liquidated damages in respect of such said services / personnel for the sum of 1% of the contract price of the unexecuted portion of the anticipated services / personnel for each and every week or part of a week subject to a maximum of 10% of the contract price for delayed services / personnel. Should the said delay in respect of execution of the said services / personnel exceed two months, the Employer shall have the right to terminate this contract fully, or in so far as it relates to the services / personnel which are subject matter of such delay, by sending written notice to that effect to the Consultant, in which case the furnished performance Bank Guarantee will be revoked.



However, if the completion of service is delayed due to the reasons beyond the control of the consultant, suitable extension may be granted by the Chief General Manager RTDC, Shimla (HP).on receipt of express request along with full justification. In case of grant of any time extension, the consultant upon advice shall also suitably extend the validity of the Bank Guarantee. It is made explicitly clear that the payment of penalty shall not relieve the consultant from the obligations and liabilities under the contract agreement.

### **3.8 LAWS GOVERNING THE CONTRACT**

- (a) This contract shall be governed by the laws of India for the time being in force.
- (b) Irrespective of the place of installation, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.
- (c) Jurisdiction of courts: The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

### **3.9 CONSEQUENCE OF BREACH**

The decision of the Chief General Manager RTDC, Shimla (HP) as to any matter or thing concerning or arising out of the consultant or any partner of the consultant firm has committed a breach of any of the conditions of the contract, shall be final and binding on the consultant.

Should the consultant or a partner in the consultant firm commit breach of either of the conditions of the contract, it shall be lawful for the Chief General Manager RTDC, Shimla (HP) to cancel the contract, and award the contract to another consultant, at the risk and cost of the consultant.

### **3.10 RIGHT OF ACCEPTANCE OF OFFER**

The Employer reserves the right to accept partly or reject any offer without assigning any reason thereof. The Employer does not pledge itself to accept the lowest or any other tender and reserves to itself the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the consultant shall supply the same at the rate quoted.

### **3.11 BANKRUPTCY**

If the consultant commits any act of bankruptcy or goes into liquidation or shall commence winding up by reasons of its insolvency or shall make an assignment for the benefit of creditor or goes into liquidation, this agreement may be terminated wholly or in part by the Employer and amount paid in advance if any received by the consultant shall become due to the Employer including interest.

## **SECTION 4**

### **4. SPECIAL CONDITIONS OF THE CONTRACT**

#### **4.1 DEFINITION**

These conditions given in this Section 4, supplement the “Instructions to the Bidders” given in Section 2 & "General (Financial and Legal) Conditions of the Contract" given in Section 3 and in case of any conflict, the conditions given herein shall prevail over those in Sections 2 and 3.

#### **4.2 EQUIPMENT**

4.2.1 Equipment / system, if any to be procured/hired by the Consultant shall conform to the relevant technical requirements necessary for execution of the contract.

4.2.2 Bidders have to give clause-by-clause compliance to the clauses mentioned in Section-5 of this document along with reference to documentary support, giving the Page / Para number of the document. The clauses for which the compliances are required to be provided by the Bidders are given in the Section-6.

4.2.3 The cost of all data and / or analysis shall be fully borne by the consultant.

4.2.4 The Employer shall inspect and re-check the data at all stages and shall have full powers to reject all or any data that may be considered defective or inferior in quality. The Consultant shall carry out any additional collection of data at his cost as are necessary in the opinion of the Employer.

#### **4.3 INSURANCE**

4.3.1 All insurances (e.g. all risk insurance including transit, fire, theft etc., third party insurance, workmen’s compensation insurance etc.) are the responsibility of the Bidder. The equipments utilized by the Consultant under the contract shall be fully insured by the Bidder against any kind of loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The period of insurance shall be from the date of commissioning of products/equipment at each site till the completion of contract period.

4.3.2 The consultant shall cause all its workmen and the workmen of any sub consultants of the Consultant to be covered by workmen's compensation insurance in accordance with applicable laws. The consultant agrees that the Employer shall not

be liable for any damages or compensation payable to any workman or other person in the employment of the Consultant.

4.3.3 The Consultant hereby undertakes:

- (a) Adequate all-risks insurance in respect of all the equipment and
- (b) Any additional insurance required by law in respect of the Contract Works and the performance thereof by the Consultant, including in respect of motor vehicles used by the Consultant in relation thereto.
- (c) Any other insurance sufficient to provide adequate coverage for those types of risk which are reasonably foreseeable in the performance of the Contract Works.

#### 4.4 **ARBITRATION**

- (a) In the event of any question, dispute or difference arising under general conditions or special conditions of contract, or in connection with this contract (except as to any matters the decision of which is specially provided for by the general or the special conditions), the same shall be referred to the sole arbitrator, appointed by the Principal Secretary (Transport) Govt. of H.P. Shimla. The appointment of Arbitrator shall be made in accordance with Arbitration and conciliation Act, 2015. The 'Award' of the arbitrator shall be final and binding on the parties to this contract.
- (b) In the event of the Arbitrator's dying, neglecting or refusing to act or resign or being unable to act for any reason, or his Award being set aside by the Court for any reason, it shall be lawful for the Pr Secretary (Transport) Govt of HP Shimla to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
- (c) It is further a term of this contract that no person, other than the person appointed by the Principal Secretary (Transport) Govt. of H.P. Shimla as aforesaid, should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.
- (d) The Arbitrator shall announce the award within the time specified in the Arbitration and Conciliation Act, 2015.
- (e) Upon every and any such reference, the assessment of the costs incidental to the reference and Award, respectively, shall be at the discretion of the arbitrator.
- (f) Subject as aforesaid, the Arbitration Act, 1996 as amended and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.
- (g) The venue of arbitration shall be the place from which formal Acceptance of Tender is issued or such other place as the Learned Arbitrator at his discretion may determine in consultation with the parties.

## **Section – 5**

### **5. Terms of Reference (TOR)**

#### **5.1 Introduction on**

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 37033 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 Ropeways and others Overhead Transportation system i.e. Escalators monorail, Pod car, cable car etc. are the most appropriate, eco friendly solution for providing connectivity in the State 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 connect religious destination and therefore promote religious tourism.
- 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 in urban and rural settings as per requirement.

#### **5.2 SCOPE OF WORK**

5.2.1 Identification, planning and preparation of complete integrated master plan including prefeasibility reports (techno commercial) for setting up of overhead Mass Rapid Transport System in the state except for Shimla, Manali and Dharamshala cities.

5.2.1.1 Submission of draft pre-feasibility report by taking in to account the Load/passenger/Material carrying capacity of the system & tariff to be charged from the users and conducting various surveys for traffic pattern, geographic conditions, tourist inflow, Hydrological data, wind data, soil investigations, land acquisition norms, city development plans, Environment management plan, air-water-noise pollution policy & land use map of the cities delineating the cropping pattern, wastelands, forest area, built up area, water bodies, human habitations & other specific features such as railway tracks, airports, water transportation jetties, roads, industries etc.

Deliverables to be submitted:-

- A. Inception Report.
- B. Passenger & freight movements study report.
- C. Baseline transport infrastructure study report.
- D. Benchmarking alternate modes of transport.
- E. Identification of sites requiring alternate modes of transport.
- F. Technology assessment for alternate transport modes.
- G. Business plan for various transportation modes.
- H. Baseline tourism trends in the state.

- I. International benchmarking for mobility of best in class hill tourist towns.
- J. Identification and prioritization of hill based locations for tourism / event driven development.
- K. Preliminary feasibility analysis for implementing alternate transportation modes in hill areas.
- L. Preliminary feasibility analysis for hill locations for tourism / event driven development.
- M. Future roadmap for implementing alternate transportation technologies /modes.
- N. Future roadmap for developing prioritized hill locations into tourism hubs.

5.2.3 Submission of final pre-feasibility report.

5.2.4 Presentation of final pre-feasibility report to the employer.

5.2.5 Approval of final prefeasibility report from the competent authority.

### **5.3 Mobilization and Work Programme**

#### **5.3.1 Mobilization Time:**

Upon issue of notice to proceed with the work from the employer, the Consultant shall mobilize its resources within a period of 15 days and date of Commencement of services shall be reckoned from 16<sup>th</sup> day of issue of notice to proceed with the work.

#### **5.3.2 Work Programme:**

##### **5.3.2.1 Duration of consultancy services:-**

The duration of consultancy shall be one year including holidays first, second, third and last quarters would mean the duration between date of commencement up to 90<sup>th</sup> day from 91<sup>st</sup> day to 180<sup>th</sup> day, from 181<sup>th</sup> day to 270<sup>th</sup> day and from 271<sup>st</sup> to one year will reckoned from the date of commencement respectively.

##### **5.3.2.2 4.0 DOCUMENTS TO BE REFERRED**

- a) Tender specifications and relevant IS Codes, CEN standards or any other international codes.
- b) Up to date Contract Specifications.
- c) Any other document as deemed fit.

### **5.4 REPORTING**

In accordance with the Scope of Work, an appropriate reporting format would be developed by the Employer in consultation with the Consultant and shall be prescribed. The Employer shall also be free to change reporting format or methods of observations and reporting based on the requirements from time to time. The following reports shall be submitted:

- 5.4.1 **Draft prefeasibility Report:** Within 180 days upon issue of letter to proceed with the work, the Consultant shall submit draft feasibility report. The report will be based on requirement of services, detailed scope of work as mentioned in the TOR and other related activities.
- 5.4.2 **Final prefeasibility report:** Within 270 days upon issue of letter to proceed with the work, the Consultant shall submit final feasibility report. The report will be based on requirement services, detailed scope of work as mentioned in the TOR and other related activities.
- 5.4.3 **Presentation of final pre-feasibility report :-** Within 280 days upon issue of letter to proceed with the work, the Consultant shall make presentation of final feasibility report to the employer.

**Section – 6**

**6.0 FORMATS TO BE USED FOR SUBMISSION OF PROPOSAL**

**6.1 FINANCIAL PROPOSAL SUBMISSION FORM**

\_\_\_\_\_ (Location)

\_\_\_\_\_ (Date)

From

To

The Chief General Manager,  
RTDC, Nirman Bhawan, Nigam Vihar,  
Shimla(HP)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Subject:** Identification, planning and preparation of prefeasibility reports (techno commercial) for setting up of overhead Mass Rapid Transport System in the state except for Shimla, Manali and Dharamshala cities.

Ref.: Tender No. RW/

Dear Sir/Madam

We, the undersigned, offer to provide the services as required in the above referenced tender and our Proposal (Pre-Qualification, Technical and Financial). Our attached financial proposal for Consultancy Services for identification, planning and preparation of prefeasibility reports (techno commercial) for setting up of overhead Mass Rapid Transport System in the state except for Shimla, Manali and Dharamshala cities. Himachal Pradesh INR\_\_\_\_\_(Amount in words). This amount is inclusive of all taxes, duties etc.

Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.

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 Proposal you receive.

Yours sincerely,

Authorized signatory:

Name and title of Signatory:

Name of Firm:

Address:

## 6.2 PRE-QUALIFICATION PROPOSAL SUBMISSION FORM

\_\_\_\_\_Location)  
\_\_\_\_\_ (Date)

From

To  
The Chief General Manger,  
RTDC, Nirman Bhawan, Nigam Vihar,  
Shimla(HP)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Subject:** Identification, planning and preparation of prefeasibility reports (techno commercial) for setting up of overhead Mass Rapid Transport System in the state except for Shimla, Manali and Dharamshala cities.

**Ref.: Tender No. RW/**

Dear Sir/Madam,

We, the undersigned, confirm that we meet all the pre-qualification criteria listed in the bid document.

We are submitting the following documents for our eligibility for the above assignment.

Form PQ-1,  
Form PQ-2,  
Form PQ-3,  
Form PQ-4,  
Form PQ-5,

Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.

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 Proposal you receive.

Yours sincerely,

(Signature of the Authorized signatory):

Name and Designation of the Authorized signatory:

Name and Address of Firm:

Phone, Fax & E-Mail

Seal:

**Form: PQ-1**

**BIDDER'S ANNUAL TURNOVER**

**Proof for clause 2.16.1.3 (i)**

\_\_\_\_\_ (Location)

\_\_\_\_\_ (Date)

From

To  
The Chief General Manger,  
RTDC, Nirman Bhawan, Nigam Vihar,  
Shimla(HP)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Subject:** Identification, planning and preparation of prefeasibility reports (techno commercial) for setting up of overhead Mass Rapid Transport System in the state except for Shimla, Manali and Dharamshala cities.

**Ref.: Tender No. RW/**

Dear Sir/Madam,

We hereby certify that the average annual turnover of M/s. \_\_\_\_\_ (name of the bidder) is not less than Rs. ----- crore (Rupees -----crore) during the last three financial years.

Sr. No.	Firm	Amount
1		

If the audited figures for 2018-19 is not available for any reason, it shall be indicated so and the audited figures of 2017-18 shall be included.

**Yours Sincerely,**

**(Signature of Statutory Auditor)**

**Name of the Statutory Auditor:**

**Name of the Statutory Auditor Firm:**

**Seal:**

**Important Notes:** The above data should relate only to the Bidder /JV who has submitted the tender. Data relating to sister companies, group companies, parent company, subsidiary companies shall not be considered.



**SIMILAR WORK EXPERIENCE**

**Declaration for clause 2.17.4**

\_\_\_\_\_ (Location)

\_\_\_\_\_ (Date)

From

To  
The Chief General Manger,  
RTDC, Nirman Bhawan, Nigam Vihar,  
Shimla(HP)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Subject:** Identification, planning and preparation of prefeasibility reports (techno commercial) for setting up of overhead Mass Rapid Transport System in the state except for Shimla, Manali and Dharamshala cities.

**Ref.: Tender No. RW/**

We hereby declare and confirm that we, \_\_\_\_\_ (Name of the Bidder), having registered office at \_\_\_\_\_ (address) have successfully executed the following qualifying works in the last 5 years. We are providing the details below: (Note: add rows as required).

Sr. No.	Name of the client organization	Purchase Order (P.O) No. & Date of issue of P.O.	Project Value	Brief Scope of Work	Whether the successful completion certificate as required, is attached?		Whether the copies of the purchase orders / contracts from the client as required, is attached?	
					Yes/No	Pg. No. on the Proposal	Yes/No	Pg. No. on the Proposal

**Yours Sincerely,**

**(Signature of Authorized Signatory)**

**Name and Designation of the Authorized Signatory:**

**Name and address of the Bidder Company:**

**Seal:**

**SUBCONTRACT DECLARATION & REQUEST FORM****Declaration for clause 3.5**

From \_\_\_\_\_ (Location)  
 \_\_\_\_\_ (Date)

To  
 The Chief General Manager,  
 RTDC, Nirman Bhawan, Nigam Vihar,  
 Shimla-2 ( HP)

**Subject:** Identification, planning and preparation of prefeasibility reports (techno commercial) for setting up of overhead Mass Rapid Transport System in the state except for Shimla, Manali and Dharamshala cities. Ref.: Tender No. RW/

1. We hereby declare and confirm that we, \_\_\_\_\_ (Name of the Bidder), having registered office at \_\_\_\_\_ (address), undertake that the following services towards this tender will not be sub-contracted and will be executed only by the employees of our Company who are on our payrolls.
2. We are intending to subcontract the following works to the respective sub consultants as found in the table below. We submit the same for your approval.

Sr. No.	Name of Subcontracted Service	Details of the Subcontract work	Brief Profile of The Sub consultant Proposed	Sub- Consultant Name, Address and Contact Numbers	Value of the subcontracted work.

3. We also undertake to Chief General Manager RTDC, Shimla (HP) that under all circumstances, the value of the works sub-contracted by us will not exceed 50 % of the contract price.

**Yours Sincerely,**

**(Signature of Authorized Signatory) Name  
 and Designation of the Authorized  
 Signatory: Name and address of the Bidder  
 Company:  
 Seal:**

Form: PQ-4

**KEY PROFESSIONEL**

\_\_\_\_\_ (Location)  
\_\_\_\_\_ (Date)

From

To  
The Chief General Manger,  
RTDC, Nirman Bhawan, Nigam Vihar,  
Shimla(HP)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Subject:** identification, planning and preparation of prefeasibility reports (techno commercial) for setting up of overhead Mass Rapid Transport System in the state except for Shimla, Manali and Dharamshala cities. Ref.: Tender No. RW/

Dear Sir/Madam,

We, M/s \_\_\_\_\_, hereby propose to engage following key personnel meeting the specified requirements stated in the Bid Document. The Bio data for each candidate indicating their qualification and experience is enclosed in the prescribed format.

<b>1.</b>	<b>Title of position*</b>	Team Leader cum Coordinator
	<b>Name</b>	
<b>2.</b>	<b>Title of position*</b>	Ropeway Planner cum Mechanical Engineer
	<b>Name</b>	
<b>3.</b>	<b>Title of position*</b>	Transport planner
	<b>Name</b>	
<b>4.</b>	<b>Title of position*</b>	Financial Expert
	<b>Name</b>	
<b>5.</b>	<b>Title of position*</b>	Civil Engineer
	<b>Name</b>	

Yours Sincerely,

**(Signature of Authorized Signatory) Name  
and Designation of the Authorized  
Signatory: Name and address of the Bidder  
Company:  
Seal:**

**RESUME OF PROPOSED PERSONNEL**

<b>Name of Bidder</b>
-----------------------

<b>Position</b>		
<b>Personnel information</b>	<b>Name</b>	<b>Date of birth</b>
	<b>Professional qualifications</b>	
	<b>Total years of professional experience</b>	
	<b>Training, publication etc.</b>	
<b>Present employment</b>	<b>Name of employer</b>	
	<b>Address of employer</b>	
	<b>Telephone</b>	<b>Contact (manager / personnel officer)</b>
	<b>Fax</b>	<b>E-mail</b>
	<b>Job title</b>	<b>Years with present employer</b>

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

<b>From</b>	<b>To</b>	<b>Company / Project / Position / Relevant technical and management Experience</b>

**Section -7**

**FORMAT FOR SUBMISSION OF BANK GUARANTEES (PERFORMANCE BANK GUARANTEE)**

(To be stamped in accordance with Stamp Act if any, of the country of issuing bank)

To

The Chief General Manager, Ropeways and Rapid Transport System Development Corporation H.P. Limited, Shimla against contract awarded vide letter no. \_\_\_\_\_ dated \_\_\_\_\_ for the \_\_\_\_\_ (hereinafter termed as the said "Contract") entered into between, Chief General Manager RTDC Himachal Pradesh (hereinafter called "THE EMPLOYER") and M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ and branch office at \_\_\_\_\_ (hereinafter called the successful bidder), this is to certify that at the request of the successful bidder, we \_\_\_\_\_ Bank having its Registered/Head office at \_\_\_\_\_

\_\_\_\_\_ and branch at \_\_\_\_\_ are holding in trust, in favour of "THE EMPLOYER", the amount of Rs. \_\_\_\_\_ (Rs. in words \_\_\_\_\_) to indemnify and keep indemnified "THE EMPLOYER" against any loss or damage that may be caused to or suffered by "THE EMPLOYER" by reason of any breach by the successful bidder of any of the terms and conditions of the said contract/and/or in the performance thereof. We agree that the decision of "THE EMPLOYER", whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the successful bidder and the amount of loss or damage that has been caused or suffered by "THE EMPLOYER" shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand, and without demur to "THE EMPLOYER". The decision of "THE EMPLOYER" in this regard shall be final and binding upon the successful bidder and the bank.

We \_\_\_\_\_ Bank further agree that the guarantee herein contained shall remain in full force and effect up to the date six months after the expiry of the Contract period i.e. \_\_\_\_\_ (hereinafter referred as the said date) and that if any claim accrues or arises against us, we \_\_\_\_\_ Bank by virtue of this guarantee before the said date, the same shall be enforceable against us. Notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us by "THE EMPLOYER" within this period. Payment under this letter of guarantee shall be made within seven days upon receipt of notice to that effect from "THE EMPLOYER".

It is fully understood that this guarantee is effective from the date of the said contract and that we \_\_\_\_\_ Bank undertake that no change or addition or modification of the terms of the contract or the work to be performed there under or any of the contract documents which may be made between

“THE EMPLOYER” and the successful bidder, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

We undertake to pay to “THE EMPLOYER” any money so demanded, notwithstanding any dispute or disputes raised by the Successful bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Successful bidder shall have no claim against us for making such payment.

We \_\_\_\_\_ Bank further agree that “THE EMPLOYER” shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance by the Successful bidder from time to time or to postpone for any time any of the power exercisable by “THE EMPLOYER” against the said Successful Bidder and is to forbear or Bank shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Successful bidder or for any forbearance by “THE EMPLOYER” or any other matter or thing what-so-ever, which under the law relating to sureties would, but for this provision have the effect of so releasing us from liability under this guarantee.

This guarantee will not be discharged due to the change in the constitution of the Bank or Successful Bidder.

Notwithstanding anything contained hereinbefore:

Our liability under this bank guarantee is limited to Rs. \_\_\_\_\_ (Rs. in words)  
Will remain in force upto six months after the expiry of Contract period i.e. \_\_\_\_\_;  
And unless a claim or demand under this guarantee is made on us in writing on or before \_\_\_\_\_ all our liability shall cease.

DATE \_\_\_\_\_

SIGNATURE OF THE AUTHORIZED SIGNATORY OF  
THE BANK (WITH CODE

NO.) \_\_\_\_\_

SEAL OF THE BANK \_\_\_\_\_

SIGNATURE OF THE WITNESS \_\_\_\_\_

Name and Address of the Witness \_\_\_\_\_

The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India

## BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT (EMD)

(To be stamped in accordance with Stamp Act if any, of the country of issuing bank)

Ref: No. \_\_\_\_\_, dated \_\_\_\_\_

Bank Guarantee:

Date:

WHEREAS, \_\_\_\_\_ (Name of Bidder) (hereinafter called "the bidder") has submitted his bid dated \_\_\_\_\_ (date) for the **Tender bearing name**, \_\_\_\_\_, dated \_\_\_\_\_ (hereinafter called "the Bid").

KNOW ALL MEN by these presents that We, \_\_\_\_\_ [Name of Bank) of \_\_\_\_\_ [Name of Country] having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ [Name of Employer] (hereinafter called "the Employer") in the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Lakhs Only) for which payment will and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20

The conditions of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Bid document; or
2. If the Bidder does not accept the correction of arithmetical errors of his Bid Price in accordance with the Instructions to Bidder; or
3. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity,
  - a. Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - b. Fails or refuses to furnish the Performance Security, in accordance with the Instructions to bidders.

We undertake to pay the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 180 (one hundred and eighty) days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) and the guarantee shall

remain valid till\_\_\_\_\_. Unless a claim or a demand in writing is made upon us on or before \_\_\_\_\_ all our liability under this guarantee shall cease.

DATE \_\_\_\_\_

SIGNATURE OF THE BANK \_\_\_\_\_

SEAL OF THE BANK \_\_\_\_\_

SIGNATURE OF THE WITNESS \_\_\_\_\_

Name and Address of the Witness \_\_\_\_\_

The bank guarantee shall be issued by a bank (Nationalized/Scheduled) located in India



## **Section -8**

### **DRAFT AGREEMENT**

**Contract agreement for** identification, planning and preparation of prefeasibility reports (techno commercial) for setting up of overhead Mass Rapid Transport System in the state except for Shimla, Manali and Dharamshala cities.

**(To be executed on appropriate Stamp Paper)**

This Contract agreement is made on \_\_\_\_\_ between the Governor of Himachal Pradesh, represented by the \_\_\_\_\_, Himachal Pradesh (hereinafter referred to as the 'Employer / Client' the term which shall mean and include its heads, administrators, executors and assignees) of the first part and M/s \_\_\_\_\_, (hereinafter referred to as the Consultant) of the second part.

1. Whereas the Consultant represents that it is well reputed Consultant.
2. And whereas the Consultant has offered to the Employer for Consultancy Services for identification, planning and preparation of prefeasibility reports (techno commercial) for setting up of overhead Mass Rapid Transport System in the state except for Shimla, Manali and Dharamshala cities for the period of consultancy service(hereinafter called services) as given at para 5(iii) below.
3. And whereas the Employer agrees to get the services and the Consultant agrees to provide the services in pursuant to the bid submitted by the consultants vide letter No. \_\_\_\_\_ Dated \_\_\_\_\_ (hereinafter referred to as "the offer") and the Employer has by his letter of acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_ accepted the offer submitted by the consultant at the contract price of Rs. \_\_\_\_\_ (in words) with details mentioned in para 5(iv) below in accordance with the terms and conditions below hereinafter contained and schedule of payment as mentioned in para 5(v) AND WHEREAS the consultant has agreed to provide services and has furnished performance security pursuant to para 2.7.2 of the instructions to bidders, section- 2.
4. Now this agreement witnessed as follows:-
  - (i) In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the condition of contract hereinafter referred to:
  - (ii) The following documents/ sections of the Bidding Document shall be deemed to form and be read and construed as part of this agreement  
  
Section 1 Letter of Acceptance  
Section 2 Instructions to Bidders  
Section 3 General (Financial and Legal) Conditions of Contract  
Section 4 Special Conditions of Contract  
Section 5 Scope of Work  
Section 6 Formats submitted with the proposal
5. Scope is Consultancy Services for identification, planning and preparation of prefeasibility reports (techno commercial) for setting up of overhead Mass Rapid Transport System in the state except for Shimla, Manali and Dharamshala cities.

(ii) Referring to consultant's price bid No. \_\_\_\_\_ dated \_\_\_\_\_ the total price of the for a period of consultancy service is INR.....

(iii) Schedule of Payment

Payments will be made from respective authorised officer, within 30 days of successful submission of desired half yearly summary reports to the \_\_\_\_\_ Engineer of the Regional Office at ..... as per following payment schedule:

S. No.	Task/Report	Copies	Time allowed from start of assignment (days)	Approval time after submission (days)	%age of lump sum amount to be released.
1.	Submission of Draft prefeasibility Report (deliverables A-N)	5 hard & soft copies.	180	15	25
2.	Submission of final prefeasibility Report.	5 hard & soft copies	270	10	40
3.	Presentation of final feasibility report to the employer	5 hard & soft copies	280	-	10
4.	Approval of final prefeasibility Report from the competent authority	-	-	60	25

- (vi) In consideration of the payments to be made by the Employer to the Consultant as hereinafter mentioned, the consultant hereby covenants with the Employer to execute and complete the works and remedy any defects therein in all respects inconformity with the provisions of the Contract.
- (vii) The consultant hereby also covenants that all the partners of Joint Venture shall be jointly and severally responsible to the Employer for the execution of the contract in accordance with the contract terms.
- (viii) The Employer hereby covenants to the consultant in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

In witness whereof the parties hereto have caused this agreement to be executed the day the year first before written, signed, sealed and Delivered by the said Employer through his authorized representative and the Consultant through his Power of Attorney Holders.

(For an on behalf of the

Consultant)

The Ropeways and Rapid Transport System  
Development Corporation H.P. Limited, Shimla.

Witness

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_



**Format of Power of Attorney for Authorized Representative**

Know all men by these presents, We, .....(name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms .....son / daughter / wife and presently residing at ... who is presently employed with / retained by us and holding the position of . ....., ..... as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection for the {Consultancy assignment name} , being taken by \_\_\_\_\_, Government of H.P. (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said assignment and / or upon award thereof to us till the entering into of the Contract with the Authority. And, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

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

For ...

(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted

(Signature, name, designation and address of the Attorney)

Notes:

- 1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and*



*when it is so required the same should be under common seal affixed in accordance with the required procedure.*

- 2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- 3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*



ANN-1e 2

**Format of Joint Bidding Agreement (in case of JV /Consortium)**  
(To be executed on stamp paper of appropriate value)

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

AMONGST

1. [•], (a company incorporated under the Companies Act, 1956/ 2013 and having its registered office at] (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. [•], (a company incorporated under the Companies Act, 1956/ 2013 and having its registered office at]..... (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. [•], [a company incorporated under the Companies Act, 1956/ 2013 and having its registered office at]..... (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the [FIRST, SECOND AND THIRD] PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

**WHEREAS,**

- A. \_\_\_\_\_, having its head office at \_\_\_\_\_, India (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the Applications") by its Request for Expression of Interest.... dated .....(the "REoI") for appointment for the Sagarmala Programme for the {Project name} (the "Consultancy").
- B. The Parties are interested in jointly bidding for the Consultancy as members of a Consortium and in accordance with the terms and conditions of the REoI and other relevant documents in respect of the Consultancy, and
- C. It is a necessary condition under the Consultancy document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

**1. Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Request for Expression of Interest (REoI).

**2. Consortium**



- a. The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the selection process for the Consultancy.
- b. The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Consultancy, either directly or indirectly or through any of their Affiliates.

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Consultant and awarded the Consultancy, the Parties shall enter into a contract for consultancy services ("Contract") with the Authority and for performing all obligations as the Consultant in terms of the Contract for the Consultancy.

**4. Role of the Parties**

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

- a. Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Consultancy and until the Effective Date under the Contract;
- b. Party of the Second Part shall be [•]; and
- c. Party of the Third Part shall be [•].

**5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the REoI and the Contract, for the performance of the Contract.

**6. Member in Charge or Lead Member**

Without prejudice to the joint and several liabilities of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge I Lead Member and the Authority shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:

- a. any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Member in Charge;
- b. consolidated invoices for the services in relation to the Consultancy performed by all the Members shall be prepared and submitted by the Member in Charge and the Authority shall have the right to release payments solely to the Member in Charge and the Authority shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;



- c. any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties

## **7. Representation of the Parties**

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

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

## **8. Authorised Representation**

The parties agree that, who is employed with the member in charge, or his/her nominee shall be the authorized representative of the consortium, to do on behalf of the Consortium, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of the Consortium's proposal for and the Consultancy including but not limited to signing and submission of all applications, proposals and other documents, participating in pre-bid and other conferences and providing information/responses to the authority, representing the consortium in all matters before the authority, signing and execution of all contracts and undertakings consequent to acceptance of the Consortium's proposal and generally dealing with the Authority in all matters in connection with or relating or arising out of the Consultancy.



**9. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Consultancy is awarded to the Consortium. However, in case the Consortium is not selected for award of the Consultancy, the Agreement will stand terminated upon intimation by the Authority that it has not been selected and upon return of the Bid Security by the Authority.

**10. Miscellaneous**

- a. This Joint Bidding Agreement shall be governed by laws of India. b. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED For and on behalf of MEMBER IN CHARGE	SIGNED, SEALED AND DELIVERED
by:	SECOND PART
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of  
THIRD PART

(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:

1.

Notes:

- i. *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*



- ii. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
- iii. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*



**Format of Power of Attorney for Lead Member of JV / Consortium**  
(To be executed by all members of the Consortium)

Whereas the \_\_\_\_\_ (the "Authority") has invited proposals from applicants for appointment as Consultant for \_\_\_\_\_ the "Consultancy").

Whereas, ... and..... (collectively the "JV/ Consortium") being Members of the JV / Consortium are interested in bidding for the Consultancy in accordance with the terms and conditions of the REoI and other relevant documents in respect of the Consultancy, and

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

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**

We, [name of Party] having our registered office at [registered address], M/s. [name of Party], having our registered office at [registered address], and M/s. [name of Party], having our registered office at [registered address], (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s [name of Member Incharge], having its registered office at [registered address], being one of the Members of the Consortium, as the Member In-charge and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate to any person) to conduct all business for and on behalf of the Consortium and any one of us during the REoI and bidding process and, in the event the Consortium is awarded the Contract, during the performance of the services related to the Consultancy, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Consultancy, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Acceptance, participate in bidders' and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and / or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Consultancy and / or upon award thereof until the Contract is entered into with the Authority.

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

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

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

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



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

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

- 1.
- 2.

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*
- *In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for revenue should be satisfied by the Lead Member.*