

Bridge, Ropeway, Tunnel & Other Infrastructure Development Corporation of
Uttarakhand Ltd.
(BRIDCUL)

RFP DOCUMENT FOR APPOINTMENT OF
ARCHITECTURAL & DESIGN CONSULTANCY FIRMS FOR

Preparation of DPR For

**Construction of Proposed Ropeways from New Bus Stand to
Kyukaleshwar Temple & from Kirtikhal to Bhairavgarhi Temple at
Pauri Garhwal, Uttarakhand.**



October-2020

Bridge, Ropeway, Tunnel & Other Infrastructure Development Corporation of
Uttarakhand Ltd.
(BRIDCUL)

(A GOVT. OF UTTARAKHAND UNDERTAKING)

Earlier-Uttarakhand State Infrastructure Development Corporation Ltd

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1. NOTICE INVITING PROPOSAL

BRIDCUL invites proposals from Consultants empanelled with any Govt./Semi Govt./ PSU organization for providing Consultancy services for the following works:-

REF No.1358 /BRIDCUL- 701 /20 Dated 07.10.2020

1.1 Name of Work: Preparation of DPR for Construction of Ropeways from New Bus Stand to Kyukaleshwar Temple & from Kirtikhal to Bhairavgarhi Temple at Pauri Garhwal Uttarakhand

Particulars Table I

1	Location	1. From New Bus Stand to Kyukaleshwar Temple 2. From Kirtikhal to Bhairavgarhi Temple Pauri Garhwal (Uttarakhand)
2	Cost of Document	Rs. 10000/- + GST 18% (non-refundable and non-adjustable).
3	Earnest Money deposit (Bid Security)	Rs. 1,00,000.00 (in the form of Demand Draft)
4	Performance Guarantee	In form of Bank Guarantee issued from any Scheduled/ Nationalized bank
5	Date of issue of RFP document	14/10/2020
6	Date, Time and Venue of Pre-bid meeting	27/10/2020 at 1100 hrs BRIDCUL, Avasthapna Bhawan 583 th Opposite Govt. ITI Majra, Niranjanpur, Saharanpur Road, Dehradun-248001
7	Closing date & time of receipt of Document & Venue	02/11/ 2020 at 1500 hrs BRIDCUL, Avasthapna Bhawan 583 th Opposite Govt. ITI Majra, Niranjanpur, Saharanpur Road, Dehradun-248001
8	Date & time of opening of Bidding Document	02/11/ 2020 at 1530 hrs
9	Date & time of Technical Presentation of Successful bidders	To be intimated later.

1.2 Issue of RFP Document

This RFP document is issued to Design Consultancy Firms empanelled with any Govt./Semi Govt./ reputed organization PSU for providing Consultancy services uploaded on our website A payment of non refundable document fee Rs.10000.00+18% GST through cash/DD issued from any Scheduled/ Nationalized bank favoring “MD, BRIDCUL” payable at Dehradun shall be submitted by the bidder.

General Manager (Civil)

2. DECLARATION BY BIDDER

I/We have read and examined the bid document, terms and Conditions of bid and other documents and Rules referred to in the bid and all other contents in the bid documents for the Architectural consultancy.

I/We hereby submit bid for Design Consultancy as per the stated scope of work for providing consultancy services for Preparation of DPR for Construction of the proposed **Ropeways from New Bus Stand to Kyukaleshwar Temple & from Kirtikhal to Bhairavgarhi Temple at Pauri Garhwal Uttarakhand** within the specified time schedule.

I/We agree to keep the bid open for ninety (90) days from the due date of submission therefore not to make any modifications in its terms and conditions.

I/We hereby declare that I/We treat the bid documents, drawings and other records connected with the consultancy as secret/ confidential documents and shall not communicate information/ derived there from to any person except to whom, I/We may be authorized to communicate the same or use the information in any manner prejudicial to the interest of the company.

If I/We fail to commence the consultancy specified I/We agree that the said BRIDCUL shall without prejudice to any other right or remedy, be at liberty to forfeit the said Performance Guarantee absolutely otherwise the said Performance Guarantee shall be retained by the BRIDCUL as security against consultancy referred to in the bid documents as per terms and conditions contained therein and to carry out such deviations as may be ordered.

Seal of the consultant

Signature of the consultant

Place : Date:

3.1 Introduction

BRIDCUL has been appointed as implementing agency for providing consultancy services for Preparation of DPR for Construction of Proposed **Ropeways from New Bus Stand to Kyukaleshwar Temple & from Kirtikhal to Bhairavgarhi Temple at Pauri Garhwal Uttarakhand**. BRIDCUL intends to appoint a Design Consultancy Firm for providing Consultancy Services for Planning, Designing, Preparing Feasibility Report, Geo etc. for the proposed work. Approximate duration of the services under this contract is **48** months.

3.2 Objective

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

3.3 Submission of Bids

The bid must be submitted in one covering envelope super-scribed Preparation of DPR for **“Ropeways from New Bus Stand to Kyukaleshwar Temple & from Kirtikhal to Bhairavgarhi Temple at Pauri Garhwal Uttarakhand”** containing two separate envelopes as below:-

(a) **Technical Bid (Envelope-I)**

(b) **Financial Bid (Envelope-II) containing Annexure IX**

3.4 Instructions / Guidelines

The BRIDCUL shall appoint a consultant for the project through the technical competition from Architectural and Design Consultancy Firms empanelled with any Govt./Semi Govt./ PSU organization for providing Consultancy services.

The Consultants are advised to visit and examine the site of work and its surroundings and obtain any information that may be necessary, in addition to those provided in this document, for preparing the design concept. The Consultant shall be deemed to have fully acquainted himself about the site condition before bidding.

The design concepts should adhere to the CEN norms & local bye-laws applicable for the area.

All clarifications shall be sought during the Pre Bid Meeting. The bidders may make suggestions which shall be considered during the Pre Bid Meeting. No further clarifications shall be issued after replies to the pre-bid queries. Reply to the pre-bid queries/ common set of deviations shall form integral part of the bidding document.

The submission of the bid by a Consultant would imply that the Consultant has carefully read and agreed to the terms and conditions contained in this bid document.

The assignment entails performance by the consultant in two distinct stages i.e preparation of DPR and certifying the correctness of work as per drawing and design during the construction stage. In the event of client not proceeding ahead with the construction of the project, the second stage of the consultancy services will not be applicable and the consultant will have no right to claim the payment for the said stage.

The bid for the work shall remain open for acceptance for a period of 90 (ninety) days from the date of submission of the bids, which may be extended by mutual agreement and the consultant shall not cancel or withdraw the offer during this period.

This bid document shall form part of the contract agreement.

The successful Consultant shall be required to execute an agreement on non-judicial stamp paper as per Annexure-III to this bid document, with the Project Manager within 07 days of submission of Performance Guarantee.

The stamp duty payable under the law in respect of this agreement shall be borne by the Consultant.

The Consultant shall establish a Project Office at a suitable location in the Project area for efficient and coordinated performance of its Services. The authorized officials of BRIDCUL may visit the Consultant's Project Office any time during office hours for inspection and interaction with the Consultant's Personnel. It is not expected of the Consultant to carry out the operations from the Head Office except for design work. The consultant has to make arrangement for the work area at site /accommodation/ lodging and boarding/ required travelling during contractual period etc. at his own cost.

Consultants may associate with other Consultants to form a Joint Venture.

The BRIDCUL is not bound to accept any of the proposals submitted and reserves the right to reject any or all proposals without assigning any reasons thereof.

3.5 Method of Application

- 3.5.1 If the Consultant is an individual or proprietary firm, the bid shall be signed by the individual / proprietor.
- 3.5.2 In the event of the bid being submitted by a partnership firm, it must be signed by each Partner thereof or in the event of absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the bid, and it must disclose that the firm is duly registered under the Indian Partnership Act.
- 3.5.3 A certified copy of the partnership deed, Form A from Registrar of Firms, contact details and current address of all the partners of the firm shall also accompany the bid.
- 3.5.4 Where the consultant is a partnership firm, the prior approval in writing of the Engineer- in-Charge shall be obtained before any change is made in the constitution of the firm. Where the consultant is an individual or a Hindu undivided family business concern such approval as previously mentioned shall likewise be obtained before the consultant enters into any partnership agreement where-under the partnership firm would have the right to carry out the works hereby undertaken by the consultant.
- 3.5.5 If the Consultant is a limited company, the bid shall be signed by a duly authorized person holding power of attorney for signing the application. The power of attorney shall be on non-judicial stamp paper of appropriate value and attested by Notary Public and its attested copy shall be furnished with the bid. The Consultant should also furnish a copy of the memorandum of articles of association duly attested by a Public Notary, and it must disclose that the Company is duly registered under the Indian Companies Act, 1956.
- 3.5.6 Over-writing should be avoided. Correction, if any, should be made by neatly crossing out, initialing, dating and rewriting and duly endorsed.
- 3.5.7 The design consultancy firms must be empanelled with other Govt./ Semi-Govt. reputed organizations and must submit their letter of empanelment with them. However, reputed consultancy firms may also be considered based on their work experience and performance.

3.6 Document to be submitted in Technical Bid (Envelope-I)

- 3.6.1 Non-refundable document fee, of Rs. 10000+ GST. in the form of Demand Draft/Drafts in favor of "Managing Director, BRIDCUL" payable at Dehradun.
- 3.6.2 Bid Security in the form of Demand Draft in favor of "Managing Director, BRIDCUL" payable at Dehradun as below.
- 3.6.3 The company profile including consultant's organization and experience.

- 3.6.4 Last three years income tax clearance certificate & copy of PAN card.
- 3.6.5 Proof of company as registered under companies Act, Memorandum & Article of Association, Certificate of Incorporation.
- 3.6.6 GST registration details
- 3.6.7 Power of Attorney to sign the bid documents along with board resolution.
- 3.6.8 Contact information & communication details (telephone number, mobile number, Fax number, email id, address for correspondence etc) of the authorized signatory.
- 3.6.9 Technical Bid submission form (Annexure-I).
- 3.6.10 Details of the consultancy firm. (Annexure-II).
- 3.6.11 Format of agreement (Annexure-III).
- 3.6.12 Financial capacity of the firm (Annexure – IV)
- 3.6.13 Details of experience of work during the last 5 years [Annexure- V (i)].
- 3.6.14 Current works in hand [Annexure- V (ii)].
- 3.6.15 Description of Approach, Methodology and Work Plan for the said work (Annexure-VI).
- 3.6.16 Details of team assigned for the said work along with their CVs duly stamped and signed (Annexure- VII)
- 3.6.17 Work Schedule propose for the said work (Annexure – VIII)
- 3.6.18 Joint venture agreement, if applicable (Annexure – X)
- 3.6.19 Information regarding any litigation, current or during the last five years, in which the Bidder is involved. (Annexure-XI)

3.7 ELIGIBILITY

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

(A) Technical Capacity:

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

or

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

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

(B) Financial Capacity:

The Consultant should have a minimum financial turnover of INR 30 Crore (Rupees Thirty Crore only) as an average of last three years proceeding 31st March, 2020. As a support to these criteria, the certificate from the Chartered Accountant shall be submitted.

(C) Availability of Key Personnel:

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

The consultant shall given an undertaking with names of key professionals, qualification and experience to be deployed, along with a letter of consent from each of named key professional as below:

Table 2

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

4 EVALUATION OF BIDS:-

4.1 **DOCUMENT CHECKING:** The Envelope-I containing the documents as mentioned in Clause no. 3.6 shall be opened first. In case the requisite document fee is not found enclosed, the bid shall be considered non-responsive and will be disqualified.

The documents must be submitted in confirmation with the eligibility criteria given in clause no. 3.7.

4.2 **TECHNICAL PRESENTATION:** All responsive Consultant shall be invited for participating in the detailed design concept presentation and discussion. Only those consultants who scored marks above 60 shall be invited for technical presentation. The Consultant must come along with hard and soft copies of their design concept and related details at the time of presentation.

The Committee shall evaluate the presentation on design concept and assign the marks as stipulated under table 3. The Committee shall evaluate the presentation on design concept and assign the marks as stipulated under table 3.

Minimum marks for qualification for final stage presentation are 60%

Table 3

S.no	Description	Marks
A.	Profile of the firm	40
1.	Experience in designing project in the last five years	10
2.	Award winning/ exclusive/ prominent projects, if any	5
3.	Key personnel	10
4	Experience in working in hilly terrain.	10
B	Design Concept Planning	40
1.	Study of site condition alongwith understanding of adjacent features/ conditions.	10
2.	Input from IS/ IEC/ CEN/ International standards , IS Codes and other standards.	5
3.	Methodology and Work plan given in the RFP	10
4.	Preliminary design	10
5	Electrical design external connection requirement, internal load distribution and wiring, energy efficient & conserving scheme etc	5
C.	Presentation	20
1.	Overall presentation	5
2.	Overall understanding, planning & design of the project	5
3.	Interpretation of design concept & interaction on concept and response to queries of the Committee members	10
Total		100

The consultant shall have no right to challenge the marks assigned by the committee members. No correspondence will be entertained challenging the marking by the committee.

Note: Consultant/Consultancy firm getting passing marks shall only be eligible for opening of Financial bid. Consultants are advised to visit our website www.bridcul.com regularly for updated details/ information.

4.3 **Financial Evaluation(Encelope-II)**: The financial proposal of the consultant who have successfully qualified in the technical presentation will be opening on a scheduled date and time we should be intimated later. The work will be awarded to the consultant whose financial quote will be the least. The format for submission of financial proposal is at Annexure-IX

5.1 DESIGN BRIEF

BRIDCUL proposes to install all weather ropeway connectivity from **New Bus Stand to Kyukaleshwar Temple & from Kirtikhal to Bhairavgarhi Temple at Pauri Garhwal Uttarakhand**. The Ropeway System must be designed as per World Class European Standards (CEN). The Consultant will carry out the required investigations, studies as per the scope in the RFP document as per CEN standards and suitable ropeway along with cabin capacity should be proposed.

The design and specification of the project shall take into account the maintenance and durability aspects.

The proposed ropeway systems shall be designed for comfortable environment, aesthetic and psychological appeal. The ropeways shall reflect contemporary attitude towards environmental control and aesthetic excellence.

Special attention shall be given to energy saving devices/designs with maximum natural lighting and ventilation, renewable energy sources and eco-friendly features and cutting edge technology with green feature.

Fire safety norms in accordance with local fire bye-laws/ codes are to be followed by the Consultant for the project.

6.1 SCOPE OF CONSULTANCY:

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

6.1.1 Preparation of Detailed Project Report (DPR).

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

Preparation of Detailed Project Report (DPR) and its submission to BRIDCUL for obtaining approval from competent authority, brief scope of work must include but not limited to following details:

A) PRE-CONSTRUCTION STAGE:

- a. Site Topographical Survey, Traffic Assessment Survey and Geo Technical Studies.
- b. Finalizing Techno Economic feasible site for the ropeway.
- c. Preparation & Finalization of the DPR with capEx and opEx cost estimation separately.
- d. Formation of proposals for Environment & Forest as per their requirement and getting its approval.

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

B) TECHNO-ECONOMIC STUDIES:

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

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

C) CONSTRUCTION PLANNING AND RESOURCE PLANNING:

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

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

6.1.2 DETAILED PROJECT REPORT:

The DPR shall consist the details of

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

The relevant IS/IEC/CEN/International standards should invariably be mentioned in respective equipments and Civil and Electro-Mechanical works. The Safety standards are also required to be mentioned in DPR.

7. ENVIRONMENTAL PROTECTION

Cautious effort shall be made to ensure positive contribution to the Environment and confirm to local pollution control norms.

8. LAND-SCAPING & ARBORICULTURE

Appropriate hard and soft landscaping shall be designed to be in harmony with the surrounding Environment and neighborhood. The objective is to provide a harmonious and friendly environment with green area and landscape features.

9. OTHER SERVICES

Any other services connected with the work shall be designed as per standard practice.

10. DETAILED ESTIMATE

Preparation of detailed estimate for proposed project as per Para 6.1.1 above, with complete working details and take-off sheet, schedules such as internal and external finishes, hardware sanitary fitting and electro mechanical services, ropeway specifications including its sub-parts, including specification for all trades and services, and bill of quantities including those of various services all based on schedule of rates conforming to specifications and procedures approved and prescribed by the BRIDCUL to describe the whole project adequately, supplying details of calculations of such Schedule of quantities to enable the BRIDCUL to invite tenders for the said project. Where prescribed specifications and/or schedule of rates do not provide for certain items/services, specification and rates based on proper market rate analysis supported by Quotations from reputed/specialized agencies shall be adopted along with Engineering Market Rate Analysis for these items with the approval of the BRIDCUL.

11. SITE VISITS

During the execution (Construction Stage) of the project, the consultant is required to visit the site before presenting his bill for payment for each stage of construction as given in Clause 16.1.3(b).

12. COST OF THE PROJECT DOES NOT INCLUDE FOLLOWING ITEMS/ EXPENDITURE FOR THE PURPOSE OF PAYMENT CALCULATION FOR CONSULTANCY FEE

To arrive at the payment of architectural fee to the architect, the cost of project shall be derived by deducting following items from sanctioned cost of project by the Government:-

- i. Contingency charges sanctioned
- ii. Centage charges/ supervision charges sanctioned
- iii. Payment allowed for external power connection, sewerage, water supply etc and to development authorities to sanction the project maps etc and any type of eligible taxes as applicable and any other payment made directly to Govt. agencies. In no case, the project cost should be more than the sanctioned cost.
- iv. Any other items of works/services sanctioned for which architectural services are not required/ approved.
- v. Lift equipments, tube well equipments and pumps.
- vi. Cost of land, if any.

13. PAYMENT OF CONSULTANCY FEES:

BRIDCUL agrees to pay to the appointed Consultant the fee for the professional services for the stipulated schedule of services, as arrived at the accepted rate i.e. the DPR cost approved by the Govt. of Uttarakhand excluding the items mentioned in Clause no. 14.1.1.

GST shall be paid separately.

Statutory charges/fees payable to any local authority for obtaining statutory approvals for commencement/Completion /occupation of the project shall be paid by BRIDCUL on demand by the competent authorities.

The Consultant shall have to submit the self attested copy of his PAN No. along with the RFP Document.

14. PAYMENT SCHEDULE

Payments to the consultant shall be “on account” and shall be adjusted against the final bill.

All payments shall be subject to Income Tax deduction at source.

The Consultant shall be paid for each of the services in the schedule as far as possible by 14th working day after the day of submission of the bill, complete in all respect to the Project Manager in the various stages as follows:

A) PAYMENT AT DPR STAGE:-

Payable fee =70% of amount arrived at Para 14.1.1 :-

1.	On approval of Concept Planning and Master Plan by the Client/Govt. Deptt.	15% (Fifteen percent) of the payable fee as above.
2.	On approval of Drawings and Design.	15% (Fifteen percent) of the payable fee as above.
3.	On submission of DPR copy and walk through model.	10% (Ten percent) of the payable fee as above.
4.	On approval of documents by statutory bodies.	15% (Fifteen percent) of the payable fee as above.
5.	On approval of DPR by the client/ Govt. Dept. And BRIDCUL.	15% (Fifteen percent) of the payable fee as above.
6.	On submission of Detailed Design Report including Proof checked Detailed Structural Drawings	20% (Twenty percent) of the payable fee as above.
7.	On submission of Detailed Working Drawings for all stages of construction	10% (Ten percent) of the payable fee as above.

Note: 5 % security deposit will be deducted from each running bill which shall be released after two months of completion of project and shall work as performance guarantee during the construction stage.

B) **PAYMENT AT CONSTRUCTION STAGE:-**
 Payable fee =30% of amount arrived at Para 14.1.1.

1	Visit by key personnel at start of work.	15% of the payable fee as above.
2	Phase A i. Topographical, geological and geotechnical inspection ii. Pegging iii. Excavation iv. RCC Work	25% of the payable fee as above.
3	Phase B Transports and Logistics	15% of the payable fee as above.
4	Phase C i. Assembling of parts ii. Mechanical Tools and covering iii. Assembly of rope iv. Electrical wiring v. Mounting of vehicles	15% of the payable fee as above.
5	Phase C i. Adjustment of the mechanical system and commissioning of electrical system. ii. Internal checks and technical approval	15% of the payable fee as above.
6	On submission of Completion Drawings & Completion Certificate.	15% of the payable fee as above.

Note: 5% Security Deposit will be deducted from each running bill, which shall be released after two months of completion of the work and shall work as Performance Guarantee during the construction stage.

15 PERFORMANCE GUARANTEE:

The Consultant shall submit an unconditional Performance Guarantee/FDR/NSC of 5% (Five Percent) of the consultancy fee or Rs. 50,000 whichever is more for proper performance of the contract agreement from a nationalized/scheduled Bank valid for 36 months in the prescribed Performa at Annexure-XI I, notwithstanding and/ or Guarantee without prejudice to any other provisions in the contract within 07 days of issue of Letter of Acceptance.

In case, the Consultant fails to deposit performance guarantee within 07 days of issue of letter of acceptance, the offer of appointment of design consultant shall stand cancelled.

Performance guarantee shall be released after 2 months from date of completion of work.

16 FORFEITURE OF PERFORMANCE GUARANTEE:

When the consultant has made himself liable for action under any of the clauses aforesaid, the Engineer-in-Charge on behalf of the BRIDCUL shall have powers:

To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of Engineer-in-Charge shall be conclusive evidence) upon such determination rescission, the Security Deposit already recovered and Performance Guarantee

under the contract shall be forfeited and placed absolutely at the disposal of the BRIDCUL. In case the consultant fails to complete the work, the BRIDCUL, without prejudice to rights and remedies available under the agreement shall forfeit Performance Guarantee in cash and/or by encashing the Bank Guarantee.

17 ADDITIONS AND ALTERATIONS:

The BRIDCUL shall have the right to make changes, additions, modifications or deletion in the design and drawings or any part of work and instructions given in writing for any such additions / alterations, deletions during the progress of the work and the same shall be complied by the consultant without any extra cost.

18 TIME SCHEDULE:

The date of commencement of project will be reckoned from the seventh day of the date of signing of the contract.

Completion of various professional services/activities shall be achieved within the time frame for submission of DPR as per the Annexure-II.

As the project has to be completed on fast track, the work shall be carried out with due diligence and as per time frame for submission of DPR for the assigned project. In case of any delay /default, performance/deficiency by the Consultant, to the agreed time schedule, for pre commencement activities the Consultant shall pay by way of agreed compensation and amount equivalent to 0.25% (Zero decimal two five percentage) of the total amount of fee payable for each stage for each week of delay subject to a maximum of 10% (Ten percent) of the fee quoted for the services.

19 EXTENSION OF TIME

If the consultant shall desire an extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other ground he shall apply in writing to the BRIDCUL within seven days of the date of hindrance on account of which he desires such extension as aforesaid.

The BRIDCUL after satisfying itself about the reasonableness of grounds may grant extension of time which shall be final and binding as in his opinion be justified and communicate the same in writing. Wherever such extension of time is granted, it would be without prejudice to the rights of BRIDCUL to take any other action under the provisions of the Contract. Any extension of time granted as stated above shall neither entitle the consultant to any claim for increase in their fees nor shall it release him from any of the obligations under the said agreement.

The consultant shall extend the validity of his Performance Guarantee if warranted on account of extension of time.

20 OUTPUT/DESIGN SUBMITTALS OF THE CONSULTANCY:-

The output of the consultancy and any other details envisaged under this agreement shall be supplied as specified in the following table:

S.No	Description	No. of Copies	Scale
1	Topographical, geological and geotechnical inspection	As reqd.	
2	Concept Design and feasibility report	6 copies	Legible scale
3	Final drawings.	6 copies	Legible scale

4	Construction planning and resource planning	6 copies	
5	Drawings for submission to local / statutory authorities.	As reqd.	As reqd.
6	Final DPR	6 copies	Legible scale
7	Working Drawings	6 copies	1:50
8	Detailed Structural Drawings	6 copies	1:20
9	Detailed Estimate of proposed project	6 copies	-
10	Detailed Working Drawings for execution of work (Good for Construction drawings)	6 copies	1:20/ 1:10
13	A soft copy of all drawings and reports and statements in relevant soft form.	5 CDs	-
14	Completion drawings and completion certificate	6 copies	-

BRIDCUL shall be supplied with such all Detailed Architectural and Structural Drawings in AUTOCAD and PDF format along with one reproducible hard copy in A- 0/A-1 size. If there is any revision of any detail in any drawing for any reason whatsoever, same number of drawings shall be reissued in desired format to BRIDCUL after such corrections without any extra charge.

All drawings shall be prepared by using latest version of Auto CAD or latest software.

The BRIDCUL shall be supplied with all Design Calculation and Detailed Project Reports in format as desired by BRIDCUL.

21 COPYRIGHT

All these drawings shall become the absolute property of the BRIDCUL and the consultant shall have no right to use the same anywhere else. Such drawings and designs shall not be issued to any other person, firm or authority or used by the Architectural Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except the BRIDCUL and/or its authorized representatives.

All design calculations along with original Architectural/Structural drawings (also in Auto Cad format) on CDs shall be submitted for proof-checking/ record and shall be the property of the BRIDCUL.

22 RESPONSIBILITY FOR ACCURACY OF PROJECT DOCUMENT

The Consultant shall appoint a team leader for this project who shall be an architect of at least Five years of experience and should have designed/supervised construction of similar project. His CV shall be submitted to the BRIDCUL within 7 days of signing of the agreement for approval of BRIDCUL. He will regularly interact with the officers of the BRIDCUL and will be responsible for timely submission of the requisite reports/document. The Consultant shall be responsible for accuracy of the data collected by them directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by them as part of these services. The Consultant shall indemnify the BRIDCUL against any inaccuracy in the work, which might surface during implementation of the project. The Consultant shall also be responsible for correcting, at his own cost and risk, the drawings including any re-designing and correcting layout/ design etc. if required during the execution of the Services, without any extra cost.

23 INDEMNIFICATION:

The Consultant shall fully indemnify and keep the BRIDCUL indemnified against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against the BRIDCUL in respect of any such matters as aforesaid the consultant shall be immediately notified thereof and the Consultant shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the Consultant shall not be liable to indemnify the BRIDCUL, if the infringement of the patent or design or any alleged patents or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

24 GUARANTEE:

The Consultant shall agree to redesign at his cost any portion of his engineering and design work, which due to his failure to use a reasonable degree of design skill shall be found defective.

The BRIDCUL may make good the loss by recovery from the dues of the Consultant in case of failure to comply with the provisions of the above clauses.

25 DETERMINATION AND RESCISSION OF AGREEMENT:

The BRIDCUL without any prejudice to its right against the Consultant in respect of any delay by notice in writing absolutely determine/ rescind the consultancy contract in any of the following cases:

- i) If the Consultant, being a firm/ company shall pass a resolution or the court shall make any order that the firm/ company shall be wound up or if a Receiver or a Manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court to appoint a Receiver or a Manager or which entitled the court to make up a winding order.
- ii) If the Consultant commits breach of any of the terms of the agreement.

When the Consultant has made himself liable for action under any of the clauses aforesaid, the BRIDCUL shall have power: -

- a. To determine / rescind the agreement:
- b. To engage another Consultant to carry out the balance work debiting the Consultant the extra amount, if any, so spent for getting the balance work done. This amount would be in addition to the penalties imposed under clause no. 20.1.3 herein above provided further that the Architectural Consultant shall not be entitled to any difference of cost if the balance work is done at a cost less than the contract value.

The decision of the Managing Director regarding the grounds for determination of the agreement by the Engineer- in- charge shall be final and binding.

26 DISPUTES

If the Consultant believes that a decision taken by the Engineer was either outside of authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision of the engineer shall be referred to the Dispute Review Expert (DRE) within 10 days of the notification of the Engineer's decision.

The DRE for this project will be General Manager (Civil), BRIDCUL.

27 **PROCEDURE FOR DISPUTES**

The Dispute Review Expert shall give a decision in writing within 28 days of receipt of a notification of dispute.

- i) If the Consultant is dissatisfied with the instructions or decision of the Dispute Review Expert, the Consultant may, within 15 days of the receipt of the decision, appeal to the MD, BRIDCUL who shall afford an opportunity to the Consultant to be heard, if the latter so desires, and to offer evidence in support of his appeal. The MD, BRIDCUL shall give his decision within 30 days of receipt of Consultant's appeal. If the Consultant is dissatisfied with this decision, the Consultant shall within a period of 30 days from receipt of the decision, give notice to the MD, BRIDCUL for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.
- ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the MD, BRIDCUL. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- iii) It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the MD, BRIDCUL of the appeal.
- iv) It is also a term of this contract that no person, other than a person appointed by MD, BRIDCUL as aforesaid should act as arbitrator.
- v) It is also a term of this contract that if the Consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 115 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the Consultant shall be deemed to have been waived and absolutely barred and the BRIDCUL shall be discharged and released of all liabilities under the contract in respect of these claims.
- vi) The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- vii) It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/- the arbitrator shall give reasons for the award.
- viii) It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.
- ix) It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or

settle the amount of costs to be so paid.

- x) The arbitration shall be conducted in accordance with the arbitration procedure stated in the Clause no. 3.19 below.

28 REPLACEMENT OF DISPUTE REVIEW EXPERT.

Should the Dispute Review Expert resign or die, or should the Employer and the Consultant agree that the Dispute Review Expert is not fulfilling his functions in accordance with the provisions of the Contract; a new Dispute Review Expert will be appointed by the Managing Director, BRIDCUL.

29 ARBITRATION:

Excepting the decisions taken by the Managing Director, BRIDCUL, all disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration by a reference to the sole arbitrator or the person appointed by the Managing Director, BRIDCUL and the award made in pursuance thereof shall be binding on the parties. Such arbitration shall be governed by the Indian Arbitration and Conciliation Act, 1996.

It is also the term of this agreement that consultant shall have no objection whatsoever, in the appointment of an officer of the BRIDCUL as the sole Arbitrator by the Managing Director.

30 FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK.

If at any time after acceptance of the consultancy tender, the BRIDCUL decides to abandon or reduce the scope of the work for any reason, the Engineer-in-charge shall give notice in writing to that effect to the consultant and the consultant shall act accordingly in the matter. The consultant shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work. Further, the consultant shall not have any claim for compensation by reasons of an alteration having made in the scope of work which shall involve any curtailment of work as originally contemplated. However, the consultant shall be paid at contract rates full amount for works executed to the extent and accepted by the Engineer-in-charge.

31 MODIFICATION

Modification of the terms and conditions of this contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause 34.1 hereof, however, each party shall give due consideration to any proposals for modification made by the other Party.

In case scope of work is increased on account of requirement of additional facilities, the consultant shall be paid for additional DPR in the same proportion as their quoted fee for the present scope of work with respect to the sanction amount of DPR excluding centage & contingency.

32 OPERATION

The parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause shall or causes of such unfairness, but no failure to agree

on any action pursuant to this Clause shall give rise to a dispute to arbitration in accordance with Clause 3.16, Section 3.

33 KEY PERSONNEL

Key personnel for this project which shall be intimated at the time of assigning of the consultancy work as specified in Clause 39.1.

34 PENALTY

Penalty shall be imposed on the consultants for poor performance/deficiency in service as expected from the consultant and as stated in General Conditions of contract. The Architect/Design Consultancy Firm is required to submit the report as per schedule that will be given in the RFP document for the assigned project. The Architect/Design Consultancy firm is supposed to pay the site visit as per schedule to be given in RFP document. If the Architect/Design Consultancy Firm fails to adhere to the schedule, a penalty of Rs. 10,000.00 (Rupees Ten Thousand Only) per visit/per week delay of submission of reports/documents may be imposed.

35 APPLICATION FORM

Application for empanelment of architectural and design consultancy firms duly filled with relevant details is required to be submitted.

TECHNICAL BIDS SUBMISSION FORM

[Location, Date]

To:

The Managing Director,
Avasthapna Bhavan, 583-TH, Opp.
Govt. ITI, Niranjapur, Majra
Saharanpur Road, Dehradun-248001

Sub: Request for Proposal for Consultancy Services for Preparation of Detail Project Report (DPR) for Ropeways from New Bus Stand to Kyukaleshwar Temple & from Kirtikhal to Bhairavgarhi Temple at Pauri Garhwal Uttarakhand.

Dear Sir,

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

1. We also state that the Bid is unconditional and complete.
2. All information provided in the Bids and in the Appendices are true and correct and all documents accompanying such Bids are true copies of their respective original.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Assignment.
4. I/We shall make available to the BRIDCUL any additional information it may be necessary or require for supplementing or authenticating the Bids.
5. I/We acknowledge the right of the BRIDCUL to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial BRIDCUL or a judicial pronouncement or arbitration award against the Applicant consultant nor been expelled from any project or contract by BRIDCUL nor have had any contract terminated by any public sector unit for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the BRIDCUL.

- (b) I/We do not have any conflict of interest in accordance with the prescriptions in the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in RFP document, in respect of any tender or request for Bid issued by or any agreement entered into with the BRIDCUL or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Consultant, without incurring any liability to the Applicant consultants in accordance with the RFP document.
 9. I/We declare that we are not a Member of any Consortium applying for Selection as a Consultant.
 10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory BRIDCUL which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
 11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.
 13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the BRIDCUL [and/ or the Government] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
 14. I/We agree and understand that the Bid is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our Bid is not opened or rejected.
 15. I/We agree to keep this offer valid for 90 (Ninety Days) days from the Bid due date specified in the RFP.
 16. Power of Attorney in favour of the authorized signatory to sign and submit this Bid and documents is attached herewith.
 17. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Chapter - 7 of the RFP. We agree not to

seek any changes in the aforesaid form and agree to abide by the same.

18. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the RTDC or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
19. The Financial quote is being submitted in a separate cover. This Technical Bid read with the Financial Bid shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP Document.

Yours sincerely,

Authorized Signature [In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

CONSULTANT'S ORGANIZATION AND EXPERIENCE

A – Consultant's Organization

Title of the Project:

Request for Proposal for Consultancy Services for Preparation of Detail Project Report (DPR) for Ropeways from New Bus Stand to Kyukaleshwar Temple & from Kirtikhali to Bhairavgarhi Temple at Pauri Garhwal Uttarakhand.

State the Status of the Consultancy Organization namely

Public Limited Company/ Private Limited Company / Partnership Firm / Proprietary Firm, etc

State the following:

Name of Company or Firm:

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

Legal Status:

Country of incorporation:

Registered Address:

Year of Incorporation:

Year of commencement of business:

Principal place of business:

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

Designation :

Company : Address :

Phone No. :

Fax No :

E-Mail Address:

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

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

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

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

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

Annexure III

AGREEMENT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

This agreement made on this _____ day of _____ between BRIDCUL, a Corporation incorporated under the Companies Act, 1956 and having its Office at Avasthapna Bhavan, 583-TH, Opp. Govt. ITI, Niranjapur, Majra Saharanpur Road, Dehradun-248001 (hereinafter referred to as 'BRIDCUL') which expression unless excluded by or repugnant to the context shall include their successors and assigns of the one part and M/s. _____ having their Registered office at _____ (hereinafter referred to as 'Architectural consultant') which expression, unless excluded by or repugnant to the context, shall include their successors and assigns of the other part.

Whereas the BRIDCUL is desirous of obtaining the consultancy for **Preparation of Detail Project Report (DPR) for Ropeways from New Bus Stand to Kyukaleshwar Temple & from Kirtikhal to Bhairavgarhi Temple at Pauri Garhwal Uttarakhand** in accordance with the general requirements and conditions hereinafter appearing and whereas the Architectural consultant has agreed to provide the same.

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

- a. RFP document containing Schedule of Financial Quote.
- b. The following appendices:- Appendix A: Minutes of pre-bid meeting. Appendix B: Copy of letter of acceptance.
Appendix C: Performance Guarantee in the form of Bank Guarantee.

The contract is subject to the jurisdiction of Court at Dehradun only.”

In Witness whereof the parties hereto have set their respective hands and seals in the day and the year first above written.

Signature and delivered by

Architectural consultant

Signed and delivery by

For and on behalf of the BRIDCUL

General Manager, BRIDCUL,
Dehradun

In presence of

1. -----

2. -----

-

1. -----

2. -----

Annexure IV

FINANCIAL INFORMATION

1. Financial Analysis-Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last five years (**refer clause no. 3.7 (B) of this document**) duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Sr. No.	Financial Year	Annual Turn Over	Revenue from Consultancy Fees
1	2017 - 2018		
2	2018 - 2019		
3	2019 - 2020		
Certificate from the Statutory Auditors			
This is to certify that ___ (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.			
Name of the audit firm:			
Seal of the audit firm:			
Date:			
(Signature, name and designation of the authorized signatory)			

2. Solvency Certificate of amount Rs 100 Cr from Bankers of Applicant. (To be attached on bank's letter head)

**CONSULTANT'S ORGANIZATION
AND EXPERIENCE**

Consultant's Experience *in the last five years* in Similar Assignments:

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

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

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

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

Signature, name and designation of the authorized signatory)

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

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

Annexure V (ii)

Consultant's Works *in hand* in Similar Assignments:

S. No	Name of the Project	Name of the Client Organization	Work Order (W.O) No. & Date of issue of W.O.	Project Value in Rs (Crores)	Brief Scope of Work

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

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

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

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

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

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

Annexure VII

(Team Composition and Task Assignments)

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

(CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF)

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

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

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

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

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

- 6. Membership of Professional Associations:** _____

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

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

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

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

Employer: _____

Positions held: _____

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

FINANCIAL BID SUBMISSION FORM

[Location,
Date]

To: [Name and address of BRIDCUL]

Dear
Sirs:

We, the undersigned, offer consultancy services for Request for Proposal for Consultancy Services for **Preparation of Detail Project Report (DPR) for Ropeways from New Bus Stand to Kyukaleshwar Temple & from Kirtikhal to Bhairavgarhi Temple at Pauri Garhwal Uttarakhand** through Least Cost Selection process in accordance with the Request for Bids dated _____ and our Technical BIDS .

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

Our Financial Bids shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Bids.

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

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

Yours sincerely,
Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

Annexure IX (i)

Sr. No.	Item	Lump Sum Cost in INR (excluding GST)
1	Detail Project Report (DPR) for Ropeway from New Bus Stand to Kyukaleshwar Temple at Pauri Garhwal Uttarakhand	
2	Detail Project Report (DPR) for Ropeway from Kirtikhal to Bhairavgarhi Temple at Pauri Garhwal Uttarakhand	

BREAKDOWN OF COST

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

JOINT VENTURE AGREEMENT

(To be notarized on stamp paper of appropriate value)

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

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

(2) Definitions:

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

- a. "The Employer" shall mean Ropeways and Rapid Transport System Development Corporation H.P. Limited.
- "The Works" shall mean
 - b. Which is more particularly described in the pre-qualification and tender documents issued thereof by the Employer.
 - c. "The Tender" shall mean the Tender to be submitted by Joint Venture to the Employer for the work /works.
 - d. "The Contract" shall mean the contract entered /to be entered into between the Joint Venture and the Employer for the works.

(3) Joint Venture (J.V) :

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

(4) Witnesseth :

Where as Ropeways and Rapid Transport System Development Corporation H.P. Limited. Here in after reinforced as Nigam / RTDC/ Employer has invited tenders from intending bidders and the Nigam has permitted a group of firms (not exceeding three) forming a Joint Venture to eligible to be a bidder.

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

undertaking for the specific purpose of execution of the work of constructing

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

This agreement witness as follows.

(a) The parties do not enter into an agreement of any permanent partnership of Joint Venture to tender or undertake any Contract other than the specified above;

(b) That the operation of this Joint Venture firm concerns and is confined to the work of_____.

(c) The name of the Joint Venture firm for convenience and continuity shall be _____

(d) The Address of Joint Venture for communication shall be as under.

(e) The Joint Venture shall jointly submit pre-qualification application on the above name according to all terms and conditions stated in the relevant instructions contained in the bid documents.

(f) That this Joint Venture shall regulate the relations between the parties thereto and shall include without being limited to them the following conditions.

1) _____ firm shall be the lead company incharge of the Joint Venture for all intents and purpose .

(2) In case the said work is awarded to the Joint Venture, the partners of the Joint Venture will nominate a person with duly notarised power of Attorney on stamp paper, who will represent the Joint Venture with the authority to incur liabilities, receive instructions and payments, sign and execute the contract for an on behalf of the Joint Venture,

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

Firm - A %

Firm - B. %

(i) All rights, interests, liabilities, obligations work experience and risks (and all net profits or net

losses) arising out of the contract shall be borne by the parties in proportion to their shares. Each of the parties shall furnish its proportionate share in any bonds, guarantees, sureties required for the works as well as its proportionate share in connection with the works. The share and participation of the two partners in working capital and other financial requirements shall be in ratio as mentioned above.

(5) Internal responsibilities and liabilities:

- (a) The division of individual scope of work may be worked out mutually by the parties but the party shall be jointly and severally liable to the employer for the whole work.
- (b) The parties specifically undertake to carry out their separate works in full compliance with the contract with the employer. Each party shall be responsible jointly and severally for consequences if any arising out of defective or delayed execution of works which falls within the individuals party's area of responsibility and/ or it has been caused due to acts and /or omission of the concerned party.
- (c) The parties jointly and severally agree to replace modify or repair any defect in their respective portions of works in accordance with the terms and condition of the contract with the employer.
- (d) The parties jointly and severally shall indemnify and hold harmless to each other against any claim made by the employer or any other third party for injury, damage, loss or expenses is attributed to the breach /non- performance of his responsibilities by the indemnifying party in accordance with the agreements and /or contract with the employer.
- (e) None of parties have joined in any other Joint Venture for the said works.

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

- (1) Parties hereto shall be jointly and severally liable and responsible for the acts, deeds and things done or omitted to be done in respect of the execution of the contract and for any financial liability arising there from.
- (2) Parties hereto shall be jointly and severally responsible to the Employer for the execution of the works in accordance with the contract conditions;
- (3) Parties hereto shall be jointly and severally indemnify to the Employer against any claim made against the employer or any other third party for any injury, damage or loss which may be attributed to the breach of the obligations under the contract pursuant to the contract.

(7) Site management:

- (a) The execution of the work on the site will be managed by a Project Manager appointed

by the Joint Venture and who will report to the
____(J.V.) the project manager shall be authorised to represent the Joint Venture on site in respect of matters arising under the contract.

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

(8) Termination of the Agreement:

This agreement shall be terminated in the following circumstances.

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

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

(c) On completion of the defect liability period as stipulated in the contract agreement of the works and all the liabilities thereof are liquidated

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

(10) Financial matter:

(a) Bank Account in the name of the Joint Venture will be opened with any scheduled or nationalised Bank to be operated by an individual signatory as decided mutually by the Joint Venture partners.

(b) All the partners shall be responsible to maintain or cause to maintain proper Books of Account in respects of the business of the Joint Venture firm as per the Indian Regulation Act and shall be closed at the end of the every financial year ending 31st march. Upon closure of the books of accounts balance sheet and profit and loss account as to the state of affairs of the firm as at the end of the financial year and as to the profit and loss made or incurred by the firm for the year ended on that date, respectively shall be prepared and the same shall subject to audit by a Chartered Accountant.

(c) None of the party shall be entitled to make any borrowing on behalf of the Joint Venture without express prior written consent of the other party.

(d) Bank guarantee for the application /execution of the work shall be provided jointly from a bank acceptable to the employer.

(11) Negotiation :

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

representative(s) duly empowered to make such negotiation or agreement.

(12) Legal jurisdiction:

All questions related to validity interpretation of this agreement shall be governed by the law of India and shall be subject to jurisdiction of High Court at Dehradun.

(13) Settlement of Disputes

Any dispute in interpretation of any condition mentioned herein shall be referred to an arbitrator/ tribunal by mutual consent of the partners and the award of arbitrator shall be final and binding on the two parties hereto. Neither the obligation of each party here to the performance of the contract nor the execution of work shall stop during the course of arbitration proceeding or as a result thereof.

(14) Insurance

- (a) The Joint Venture through the parties individually shall take such insurance in connection with the work in accordance with the tender condition as acceptable to the employer.
- (b) The cost of the insurance premium paid by the Joint Venture shall be borne and paid by the parties in proportion to the respective shares of work. Other insurance taken individually by the parties shall be fully borne by the respective parties.

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

(16) Default and withdrawals from the Joint Venture:

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

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

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

Signed for and on behalf of firm-A Witness: 1. 2. Date Seal	Signed for and on behalf of firm-B Witness: 1. 2. Date Seal
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PARTICULARS OF LITIGATION/ARBITRATION CASES

S N o	Name of the project under litigation	Name of Client	Amount of Litigation	Period of Litigation	Outcome of Arbitration/ Court	Remarks

Signature of Authorized
Signatory of Applicant
(s)

PROFORMA FOR PERFORMANCE GUARANTEE

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

B.G No.:

DATE:

To,

Project Manager (BRIDCUL)
Dehradun.

1. In consideration of you, "BRIDCUL" having its head office at Opposite ITI Majra, Saharanpur Road Dehradun.-248001, (hereinafter referred as the "Corporation", which expression shall, unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of Rs. (Rupees only) from M/s, (hereinafter referred to as the "Bidder" which expression shall, unless it be repugnant to the subject or context thereof include its, successors and assigns) for Providing Consultancy Services for Planning & Design of (hereinafter referred to as "the Project") pursuant to the RFP Document dated issued in respect to the Project and other related documents hereinafter collectively referred to as "Bidding Documents"),

We, (Name of the Bank) having its registered office at, and one of

its branches at (hereinafter referred to as the Bank) at the request of

the Bidder do hereby in terms of clause 5.5 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (i.e. the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Corporation an amount of Rs. (Rupees.only) as performance guarantee (hereinafter referred to as the "Performance Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Corporation stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any

reference to the Bidder or any other person and irrespective of whether the claim of the Corporation is disputed by the Bidder or not, merely on the first demand from the Corporation stating that the amount claimed is due to the Corporation by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees..... only).

4. This Guarantee shall be irrevocable and remain in full force for a period of(.....) months
from the date of signing of the contract agreement inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Corporation and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Corporation shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents and the decision of the Corporation that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Corporation and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Corporation shall be entitled to treat the Bank as the principal debtor. The Corporation shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the Corporation to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Corporation may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Corporation in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

(Signature of the Authorized Signatory Official)