

Revised Request for Proposal (RFP)

For

Appointment of Technical Consultant to Prepare Feasibility Report for Construction of Ropeway at the following locations of Uttarakhand:

- (i) Har ki Pauri to Chandi Devi Mandir at Haridwar
- (ii) Across Ganga River at suitable location within Rishikesh Municipal Corporation Area

June, 2019

Uttarakhand Metro Rail, Urban Infrastructure & Building
Construction Corporation Ltd.

Account Vetting of Tendered document

CONTENTS

1	BASIC DETAILS	3
2	DEFINITIONS	3
3	EVALUATION CRITERIA FOR SELECTION OF CONSULTANT	4
3.1	METHOD OF SELECTION	4
3.2	CRITERION FOR TECHNICAL EVALUATION OF CONSULTANTS	5
3.3	MANDATORY REQUIREMENTS FOR TECHNICAL ELIGIBILITY	7
4	OTHER INSTRUCTIONS	7
5	PROCEDURE FOR SUBMISSION OF BIDS	9
6	TERMS OF REFERENCE (TOR)	10
7	PAYMENT TERMS	14
8	CONTRACT PERFORMANCE GUARANTEE / SECURITY DEPOSIT	15
9	RIGHT TO REJECT ANY OR ALL BIDS	15
10	APPENDICES	16
11	Standard GCC of UKMRC works 2018	(Separate booklet)

1. BASIC DETAILS:

Name of the Assignment: “Appointment of Technical Consultant to Prepare Feasibility Report for Construction of Ropeway at the following locations of Uttarakhand:

- a. Har ki Pauri to Chandi Devi Mandir at Haridwar
- b. Across Ganga River at suitable location within Rishikesh Municipal Corporation Area.”

Name of the Client: Uttarakhand Metro Rail, Urban Infrastructure & Building Construction Corporation Ltd.

Method of Selection: “Quality cum cost Based Selection” basis (QCBS) in accordance with Uttarakhand Procurement Rules, 2017 chapter – 4 Rule-60 (1) & (2).

Bids Requested: Technical bid along with required EMD and Financial bid to be submitted in two separate sealed covers, to be placed in one outer sealed cover. The Financial bid will be opened after evaluation of technical bid. The Financial bids of only those tenderers, who qualify in Technical bid evaluation, will be opened.

2. DEFINITIONS

“Employer/Client” means Uttarakhand Metro Rail, Urban Infrastructure & Building Construction Corporation Ltd. And its Representatives.

“Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.

“Contract” means the Contract signed by the Parties and all the attached documents listed in its Appendices.

“Data Sheet” means such part of the Instructions to Consultants used to reflect specific assignment conditions.

“Employer’s Representative” means the person/personnel of any other consultant appointed by the client to act as the Employer’s representative to oversee the activities of consultant from time to time and as directed by the client.

“Day” means calendar day.

“Government” means the Government of Uttarakhand.

“Information to Consultants” means the document which provides Consultants with all information needed to prepare their Bids.

“LOI” means the Letter of Invitation sent by the Client to the shortlisted Consultant.

“Personnel” mean professionals and support staff provided by the Consultant Associate(s) and their associates and assigned to perform the Services or any part thereof.

“Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.

“RFP” means the Request for Proposal prepared by the Client for the selection of Consultants. “Services” means the work to be performed by the Consultant pursuant to the Contract.

“Associate(s)” means any person(s) or entity with whom the Consultant delivers/provides any part of the Services.

“Competent Authority” means Managing Director of UKMRC or his Authorized representative.

“Terms of Reference” (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

3. Evaluation criteria for selection of Consultant:

3.1 Method of Selection

Quality Control cum Cost Based Method of Selection (Q: C-70:30).

- I. The proposals will be evaluated on quality cum cost selection basis.
- II. The technical score will be given a weightage of 70% and financial score a weightage of 30%
- III. The financial bid of only those tenderers whose technical bid is qualified in terms of para 3.2 & 3.3 will be opened.
- IV. For working out the combined score, following formula will be used:-

$$\text{Combined Score} = 0.7(\text{TS}) + 0.3(\text{FS}), \text{where}$$

1. *TS* is Technical Score of the Tenderer under evaluation
2. *FS* is Financial score of the tenderer under evaluation

$$F(s) = \frac{LC}{EC} \times 100$$

LC : Cost of the lowest tender

EC : Cost of the Tender under Evaluation.

- V. The proposals will be ranked in accordance with the combined score. The proposal with the highest Combined score (H-1) will be processed further for finalization of the tender. In case there is tie at H1, the offer of the tenderer have ant quoted lower cost will be treated as H1

3.2 Criterion for Technical Evaluation of Consultants :

S No.	Item	Max Marks (100)	Marks Obtained
1.	Past Experience in Ropeway Projects/ Assignments completed within last 7 years: Marks to be assigned to Qualifying Ropeway Projects/Assignments	30	

4.	Submission of Methodology and Work Plan (Maximum Marks = 15):		
	a) Identification and Explanation of Concepts and submission of Work Plan in the documents submitted	7.5	
	b) Power Point Presentation including inter alia understanding of TOR, explanation of Methodology and relevance of information provided in the Proposal	7.5	
	Sub Total	15	
	Grand Total	100	

Explanatory Note about column no.3 :

The Bidder shall submit the list of key personnel proposed to be deployed for the work. The list should include names, their qualifications, experience and responsibilities.

The details of required qualifications, experience and maximum marks for each key personnel to be deployed are furnished as under:-

SI No.	Position	Qualification	Experience	Maximum Marks
I	Transport Planner/ Public Transport Expert (Mandatory)	Bachelor's degree in Transport Planning (If Bachelor's degree is in some other discipline but Master degree/PG Diploma is done in Transport Planning then also it will be accepted)	Minimum 03 years of Experience with experience of at least one public Transport assignments.	5
II	Cable Car Expert (Mandatory)	Bachelor's Degree in Civil/Electrical/Mechanical or Post Graduate Diploma in Construction Management.	Minimum 05 years of Experience in Transport Sector project along with Cable car/ Rope way assignments.	5
III	Financial Expert	MBA- Finance	Minimum 03 years of Experience with experience of working on Financial Models for public infrastructure.	5
IV	PPP Expert	MBA or Equivalent	Minimum 03 years of Experience with Experience of PPP structuring for Public Infrastructure Projects.	4
V	Environment Expert	Bachelor's degree in Environmental Engineering or equivalent (If Bachelor's degree is in some other discipline but Master degree is done in Environment then also accepted)	Minimum 05 years of Experience with experience of working on Environmental impact/ Assessments for Public Infrastructure Projects.	3
VI	Legal Expert	Bachelor's in Law (LLB)	Minimum 05 years of Experience with experience of working on RFQ, RFP and concession agreements for Public Infrastructure Projects.	3

Marks shall be awarded as under: -

- I. On meeting the criteria= Max. Marks
- II. On not meeting the criteria = NIL Marks

3.3 Mandatory requirements for technical eligibility:-

Whereas the methodology of assigning marks for technical score is explained in para 3.2, it is mandatory to meet each of the following criteria for a tenderer to become technically qualified.

S.No.	Item No. and description	Requirement for eligibility
1.	3.2 (1): Past Experience in Ropeway Projects/ Assignments	Minimum 21 marks, out of 30.
2.	3.2 (2) : Financial Turnover	Minimum 21 marks out of 30.
3.	3.2 (3) : Availability of Key personnel	Minimum 12.5 marks out of 25.
4.	Aggregate score of item no. 3.2 (1) to 3.2 (4)	Minimum 70 marks out of 100.
5.	Availability of transport planner/public transport expert among the key personnel, with a minimum of 05 years' experience.	Mandatory: If this condition is not fulfilled, the bid stands disqualified
6.	Availability of transport Cable Car Expert among the key personnel, with a minimum of 05 years' experience.	Mandatory: If this condition is not fulfilled, the bid stands disqualified

In case any of the above 6 parameters are not met in a bid, the said bid will become technically disqualified.

The tenderer are advised to submit all relevant documents, with full details, along with their technical bid, in support of their claim to technical eligibility.

4. Other Instructions:-

I. Earnest Money Deposit (EMD):

The Earnest Money Deposit (EMD) is ₹ 35,000/- (Thirty Five Thousand only), which should be accompanied with "Technical Bid" and to be submitted along with the bid in the shape of Demand Draft of any scheduled bank in favour of "Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd." payable at "Dehradun" or it may be in the form of an irrevocable bank guarantee (BG) from a scheduled bank on the format which will be uploaded on the website. The EMD of successful bidder will be released after receipt of Performance Guarantee/ Security Deposit.

II. Bidders can send their queries for clarifications if any Up to 16:00 Hrs of 27.06.2019 through E-mail: info@ukmrc.org.

The necessary reply of clarification/Addendum to tender documents will be sent by 18:00 Hrs of 28.06.2019.

Any Addendum / Corrigendum including any extension of date and clarifications will be uploaded only on www.ukmrc.org and will not be published in newspapers. Hence, interested Consultant should regularly visit this website to keep them abreast with the latest developments.

III. The bids should be submitted in separate sealed covers super scribed "Technical Bid" and "Financial Bid" respectively and both envelopes kept in a single envelope marked.

"Appointment of Technical Consultant to Prepare Feasibility Report for Construction of Ropeway at the following locations of Uttarakhand: (i) Har ki Pauri to Chandi Devi Mandir at Haridwar, (ii) Across Ganga River at suitable location within Rishikesh Municipal Corporation Area."

The cover should clearly indicate the name of organization/ agency, submitting the bid.

- IV. The name(s),address(s),and telephone/numbers for correspondence:
Managing Director,
Uttarakhand Metro Rail,
Urban Infrastructure & Building Construction
Corporation Ltd., 5th floor, Rajiv Gandhi Multipurpose Building, Dispensary Road,
Dehradun-248001.
Tele/Fax. No.: 0135 2719442. E-mail:info@ukmrc.org
- V. Date and time of Receipt of tender: upto 10.30 hrs of **31.07.2019**
Date and time of opening the technical bid: 11.30 hrs. of **31.07.2019**
Opening of Financial Bid: To be decided after evaluation of technical bid.
- V. **Late tenders will not be entertained.**
- VI. Validity of Bid: Bids shall remain valid for a period 90 days from the date of opening of technical Bid. This may be further extended with the consent of the Applicant as per necessity
- VII. Consortiums and Joint Venture between firms are not permitted and the firm should be Indian National.
- VIII. The Language of documents and correspondence: English
- IX. The consultants need to state all costs in Indian Rupees (INR) only.
- X. Location of Services: Haridwar & Rishikesh, Uttarakhand, India
- XI. The authority reserves the right to verify all statements, information and documents, submitted by the applicant in response to the Application. Failure of the authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities here under, nor will it affect any rights of the Authority there under.
- XII. In case it is found during the evaluation or at any time before signing of the agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the applicant or the applicant has made material misrepresentation or has given any materially incorrect or false information, the applicant shall be disqualified for the with if not yet appointed as the consultant either by issue of the LOI or entering in to of the agreement, and if the applicant has already been issued the LOI or has entered in to the agreement, as the case may be, the same shall, not with standing any thing to the contrary contained there in or in this Application, be liable to be terminated, by a communication in writing by the authority without the authority being liable in any manner what so ever to the applicant or consultant, as the case maybe.
- XIII. Bids submitted through Email will not be accepted.
- XIV. The **contract period** for the work is **6 (Six)** months. The work should be completed within the original currency. However, the currency of the agreement may be extended for a period considered reasonable by the UKMRC based upon valid facts, with or without penalty, as per the decision of the UKMRC.
- XV. Consultants and their associates shall not have been placed under any declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Consultants

shall be aware of the provisions on corrupt and fraudulent practices stated in the clause 4.33 in the General Conditions of Contract.

- XVI. Applicants must read carefully the minimum conditions of eligibility (the “Conditions of Eligibility”) provided here in. Bids of only those Applicants who satisfy the Conditions of Eligibility will be considered for financial evaluation.
The document of detailed ‘Terms of Reference’ and other conditions will form a part of the Bid and should be duly signed by the applicant one very page to be submitted with bid.
- XVII. Only Indian firms are allowed to take part in tender. Associating with other firm, consortiums and Joint Venture between firms is not permitted.**
- XVIII. Scope of Services to be performed by the Consultant:
a. Consultant shall perform Services relating to the Project. The Scope of the Services is stated in the Clause 6 of RFP.
b. Consultant shall exercise reasonable skill, care and diligence in the performance of his obligations under the Agreement.
- XIX. The Request for Proposal RFP shall form a part of the contract document. The successful bidder/contractor, on acceptance of their bid by the Accepting Authority, shall sign the contract within 10 days from the stipulated date of start of the work. Request for Proposal RFP, all documents including additional conditions forming part of the tender as uploaded at the time of invitation of tender, Standard GCC of Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd., and the rates quoted at the time of submission of bid and acceptance thereof, together with any correspondence leading thereto, shall form the part of the agreement.
- XX. The time taken for addressing any objections raised by Client will not be considered in calculating the overall timelines.
- XXI. In case of a dispute between this RFP document and the General Conditions of Contract, the RFP would prevail.

5. PROCEDURE FOR SUBMISSION OF BIDS

5.1 Check List while preparing the bid:-

- i. Whether all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- ii. Whether Power of Attorney in original, duly attested the specimen signature of the person signing the bid documents, along with copy of board resolution in support of the person issues the Power of Attorney, if applicable, is executed as per Applicable Laws;
- iii. Whether Key Personnel proposed have the number, qualification and experience required for such work and that they have good working knowledge of English language;
- iv. Whether documents in support of qualification and experience are provided.

v. Whether Key Personnel would be available for the assignment;

5.2 The tenderers are requested to submit their Bid i.e Technical Bid and Financial bids, in English, in two separate envelopes/ packages and put together in one single outer envelope/ package. The two parts shall be captioned as; Part 1: Technical Bid, and Part 2: Financial Bid.

5.2.1. PART1: TECHNICAL BID

Applicants shall submit the application comprising of the following documents in the formats as given in Appendix-I (the “Application”).

a. Documents supporting the eligibility criteria:

- Certificate of Incorporation
- List of projects of urban transport: The project shall be evidenced through client’s completion certificate/ certificate from client/company’s Auditor/Company Secretary/Chief Financial officer or from a Chartered Accountant.
- List of projects of cable car/ ropeway: The project shall be evidenced through client’s completion certificate/certificate from client/company’s Auditor/Company Secretary/Chief Financial officer or from a Chartered Accountant.
- Certificate from Firm’s CA supporting the turn over.

b. Other documents supporting the Application:

- Approach and Methodology specific to the project
- CVs of proposed Key Personnel

5.2.2 PART2: FINANCIAL BID

(i) The rate should be quoted in both figure and words. In the event of discrepancy, the rates quoted in words shall be treated as valid.

(ii) Applicants should quote rates inclusive of applicable taxes, except GST, which will be reimbursed separately on submission of deposited certificate.

6. TERMS OF REFERENCE (TOR):

6.1. BACKGROUND

6.1.1. Haridwar is an ancient city and municipality in the Haridwar district of Uttarakhand, India. The River Ganga, after flowing for 253 kilo meter (157 mi) from its source at Gaumukh at the edge of the Gangotri Glacier, enters the Gangetic Plain for the first time at Haridwar, which gave the city its ancient name, Gangadwára.

Haridwar or Hardwar is regarded as one of the seven holiest places (Sapta Puri) to Hindus. And is one of the four sites where the Kumbha Mela is celebrated every 12 years. During the Haridwar Kumbh Mela, millions of pilgrims, devotees, and tourists congregate in Haridwar to perform ritualistic bathing on the banks of the river Ganges to wash away their sins to attain Moksha. It is also the primary center of the Kanwar pilgrimage, in which millions of participants gather sacred water from the Ganga and carry it across hundreds of miles to dispense as offerings in Śiva shrines.

Haridwar is the headquarters and the largest city of the district. Today, the city is developing beyond its religious importance, with the fast developing industrial estate of State Industrial Development Corporation of Uttarakhand (SIDCUL), and the close by township of Bharat Heavy Electricals Limited as well as its affiliated ancillaries.

Haridwar presents a kaleidoscope of Indian culture and development. In the sacred writings it has been differently specified as Kapilsthan, Gangadwar and Mayapuri. It is additionally a passage indicate the Char Dham (the four principle focuses of journey in

Uttarakhand viz, Badrinath, Kedarnath, Gangotri, and Yamunotri), subsequently, Shaivaites (adherents of Lord Shiva) and Vaishnavites (devotees of Lord Vishnu) call this place Haridwar and Haridwar individually, relating to Har being Shiv and Hari being Vishnu.

Rishikesh, also known as Hrishikesh is a city, municipal corporation and a tehsil in Dehradun district of the Indian state Uttarakhand. Located in the foothills of the Himalayas in northern India, it is known as the 'Gateway to the Garhwal Himalayas and 'Yoga Capital of the World. It lies approximately 25 km (16 mi) north of the city Haridwar and 43 km (27 mi) southeast of the state capital Dehradun. According to Census of India, 2011 Rishikesh had a population of 102,138 making it the seventh most populated city in the state of Uttarakhand. It is known as the pilgrimage town and regarded as one of the holiest places to Hindus. Hindu sages and saints have visited Rishikesh since ancient times to meditate in search of higher knowledge.

In September 2015, the Union tourism minister Mahesh Sharma announced that Rishikesh and Haridwar will be the first in India to be given the title of "twin national heritage cities". The city hosts the annual International Yoga Festival.

As an innovative approach to handle inherent transportation issue, the government of Uttarakhand had decided to develop Rope way at the following locations.

6.1.2. Uttarakhand Metro Rail, Urban Infrastructure & Buildings Construction Corporation Limited (UKMRC), an initiative by Government of Uttarakhand, is the SPV with the mandate to implement the Mass Rapid Transit System (MRTS) and other urban infrastructure in Uttarakhand.

6.1.3. Objective:

Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd... (The "Authority") invites Application (the "Bids") for selection of a suitable Technical Consultant (the "Consultant") for Preparation of Feasibility Report for Construction of Ropeway at the following locations of Uttarakhand: (the "Project").

Details of proposed ropeway

S.N	Place	Location	Length (apprx.)
1	Haridwar	Har Ki Pauri to Chandi Devi Mandir	3.7 Km
2.	Rishikesh	Across Ganga River at suitable location within Rishikesh Municipal Corporation.	650 m

The scope of work is detailed out in subsequent sections in accordance with the project requirements.

6.2 STUDY AREA:

The Study Area will include areas of Haridwar and Municipal Corporation Rishikesh.

6.3 SCOPE OF WORK

The tasks to be carried out by the consultant are as given below:

- Task 1: Preparing a methodology along with a timeframe for the study; This stage involves understanding the scope of work, identifying the objective and developing a detailed methodology and detailed work plan for the study by the

consultant for preparing the techno-economic feasibility report of Cable car / Rope way for the areas of Haridwar and Rishikesh Municipal Corporation.

Task 2: Primary Data collection – following are the primary survey that needs to be conducted for the study.

- Reconnaissance Survey
- Traffic volume count
- Topographical survey
- Willingness to pay and shift
- Origin –Destination Survey
- Tourist Survey
- Travel speed survey
- Any other new surveys required to fill the data gap has to be carried out by consultants

Task 3: Secondary data collection:

Secondary Data collection would include the following:

- Demographic characteristics,
- Socio-economic characteristics
- Urban growth scenario
- Existing and proposed Road network characteristics,
- Existing and proposed traffic and transport system including the study of existing cable car
- Travel demand behavior of people(O-D Matrix)
- Land use of land falling in proposed alignment
- Environmental data
- Any other relevant data that consultant feels necessary to collect These data would be collected from Departments like RTO, Municipal Corporation, Development Authorities and other agencies related to transport to understand the existing transport situation of the city.

Task 4: Case study of international cities that has implemented Cable cars / Rope ways outlining its benefits, technologies used the financial viability and the outcome of the projects.

Task 5: Analysis of data and identification of issues and gaps

This stage includes the analysis of data collected and identification of mobility gaps and issues of the city.

Task 5: Identification of potential areas of demand

The consultant will have to identify the zones or areas of demand in the city for the successful running of the system based on the data collected from primary and secondary sources.

Task 7: Network plan for the cable car

The route plan should consist of three parts:

- a) Network proposed -The consultant is to study the feasibility of the already proposed network in terms of ridership, revenue collection, accessibility and connectivity to areas in the city in case of Rishikesh.
- b) Ridership estimation- The consultant should conduct the traffic volume count, willingness survey data and OD data collected through primary and secondary sources for estimating the ridership in the future years.

The best network selected and feasible to is to be identified by the consultant.

Task 8: Alternative analysis of technology

The consultant should study the various technologies used in cable cars in India and abroad and then suggest the best suited technology for the cable cars as per design standards that can be easily integrated with the stations and the city.

Task 9: Institutional and legal framework

This involves identifying the authority and institutional setup for the proposed cable car infrastructure. It also involves the identification of detail functions and structure of the organization. The consultant also needs to specify the legal framework that would mandate the operations and maintenance of the cable car.

Task 10: Environmental Impact and Socio Economic Impact Assessment :

A basic environmental impact assessment needs to be done to compare the emissions caused by cable cars and other means of transport. Also a general socio economic impact assessment needs to be carried out to anticipate looking into the requirements laid down by the Ministry of Environment & Forest with regard to projects on cable car and suggesting the framework to be adopted during the project phase.

Task 11: Economical and Financial Viability Plan and proposed method of funding:

A financial model should be prepared by consultants to estimate the fiscal implications on the implementing agency (in terms of capital and operating cost) and various ways to decrease the financial risks through various innovative methods of funding like advertisement revenue, third party funding, viability gap funding etc. The financial viability of the proposed system in terms of FIRR and NPV should be ascertained. The economic viability would also need to be ascertained to evaluate the economic benefit of moving people via cable car in the region. Consultants will proposed various modals/methods of financing and final recommendation.

Task 12: : Implementation plan :

Consultants shall provided different stages/steps for implementation of project.

6.4 Stakeholders Consultation:

The feasibility report should be discussed with stakeholders at various stages of study. A workshop/seminar should be organized to coordinate and develop a consensus. In particular stakeholder workshops/seminars should be held at the following stages:

- Interim Report: Secondary stakeholders
- First Draft Report: Primary & Secondary stakeholders

The primary objective should be to develop a working relationship with both the secondary and the primary stakeholders and to obtain their views on the study.

6.5 SUPPORTS FROM CLIENT

UKMRC shall support the Consultant to complete the assignment in a timely and orderly manner by providing support in the below areas –

- i) UKMRC shall appoint a senior nodal officer for the duration of the project for a one to one interaction with the consultant team.
- ii) UKMRC shall review the deliverables immediately on submission by the consultant. Below time line does not include the delay in review or approval of the reports by UKMRC and same shall be additional.

6.6 PROJECT DELIVERABLES AND TIMELINES:

The deliverables and milestones shall be as follows:

S. No	Deliverables	Cumulative Timelines (In days where D is Date of issue of work order)
1.	Inception / Preliminary report	D+21
2.	Draft Report	D+75
3.	Final report	15 days from the receipt of observations from UKMRC.

6.7 FINANCIAL BID

- The consultancy fee towards for Preparation of Feasibility Report for Construction of Ropeway to be quoted on lump-sum basis, inclusive of taxes, except GST.
- The Consultant and their personnel shall pay such taxes, duties, fees, GST and other impositions as may be levied under the Applicable Laws, the amount of which shall be deemed to have been included in the Contract Price, except GST, which will be reimbursed separately (on submission of deposited certificate).
- Any travel/boarding/lodging/other costs for outstation trips shall be borne by the appointed Consultant.

7.0 PAYMENT TERMS

7.1 The deliverables and payment terms in respect of services shall be made as follows:

S. No	Deliverables	Payment Schedule (%)
1.	Inception / Preliminary report	10%
2.	Draft Report	60%
3.	Final report	20%
4	Balanced 10% will be paid after the Approval of Final report by competent Authority.	

7.2 The Consultancy firm/agency shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage.

7.3 Once a milestone is completed, the Consultancy firm/agency shall submit the requisite deliverables. The Authority shall release the requisite payment upon acceptance of the deliverables. However, if the Authority fails to intimate acceptance of the deliverables or its objections thereto, within 15 days of receipt of it, the Authority shall release the payment to the Consultancy firm/agency without further delay.

8.0 CONTRACT PERFORMANCE GUARANTEE / SECURITY DEPOSIT:

- A contract performance guarantee is intended to secure the performance of the entire contract. The Contract Performance Guarantee to be submitted at the time of award

of work. Performance Security shall be 5% of the consultancy fee and this amount should be submitted within 10 days of receipt of Letter of Acceptance (LOA) by the successful Applicants in the form of Bank Guarantee (Appendix -VII).

- ii. If performance security is provided by the successful Applicants in the form of bank guarantee it shall be issued by any Scheduled Bank of RBI/National Bank at the Applicant's option.
- iii. Bank Guarantee shall be valid for a period of at least 30 days original/extended beyond the currency of the contract.
- iv. Bank guarantee shall be provided irrevocable by the successful Applicant.
- v. The Guarantee amount shall be payable to the Employer without any condition whatsoever.
- vi. The employer shall be at liberty to deduct from the contract performance guarantee such sums as are due and payable by the Applicant to the Employer as may be determined in terms of the contract, and the amount appropriated from the contract performance guarantee shall have to be restored by Applicant subsequently. Contract Document shall be as per the features of this EOI cum RFP and shall be provided to the selected Applicant.
- vii. Contract Performance Guarantee shall be released/returned after submission of Final Report/Completion of the task.

9.0 RIGHT TO REJECT ANY OR ALL BIDS;

- i). Notwithstanding anything contained in this "Application", the Authority reserves the right to accept or reject any Bid and to annul the selection process and reject all Bids, at any time without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof. The authority reserves the right to reject any Bid if:

At any time, a material misrepresentation is made or uncovered,

or

Applicant does not provide, within the time specified by the authority, the supplemental information sought by the authority for evaluation of the Bid.

- ii). Such misrepresentation/ improper response may lead to the disqualification of the Applicant.

If such disqualification/rejection occurs after the Bids have been opened and the highest ranking applicant gets disqualified /rejected, then the authority reserves the right to consider the next best applicant, or any other measure as may be deemed fit in the sole discretion of the authority, including annulment of the selection process.

Technical Bid Volume - 1

Letter of Bid

(On Applicant's letter head)
(Date and Reference)

To

Sub: "Appointment of Technical Consultant to Prepare Feasibility Report for Construction of Ropeway at the following locations of Uttarakhand: (i) Har ki Pauri to Chandi Devi Mandir at Haridwar, (ii) Across Ganga River at suitable location within Rishikesh Municipal Corporation Area."

Dear sir,

With reference to your RFP Notification dated DD/MM/YY, I/we, having examined all relevant documents and understood their contents, hereby submit our Bid for "Appointment of Technical Consultant to Prepare Feasibility Report for Construction of Ropeway at the following locations of Uttarakhand: (i) Har ki Pauri to Chandi Devi Mandir at Haridwar, (ii) Across Ganga River at suitable location within Rishikesh Municipal Corporation Area.". The Bid is unconditional and unqualified.

1. I/We, (Applicant's name) herewith enclose the technical bid for the selection of my/our firm as Consultant for above.
2. I/We, certify that we have an aggregate Turnover Rs for last three financial year i. e. 2016-17, 17-18, 18-19; the authenticated statement has been attached.
3. I/We, certify that we have experience under Instructions to Applicants and the authenticated statement has been attached at Appendix II.
4. I/We agree that this offer shall remain valid for a period of 90(Ninety) days from the date of opening of technical bid or such further period as may be mutually agreed upon.
5. All information provided in the Bid and in the Appendices is true and correct and all documents accompanying such Bid are true copies of their respective originals.
6. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
7. I/We shall make available to the Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd any additional information it may deem necessary or required for supplementing or authenticating the Bid.
8. I/We acknowledge the right of the Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd to reject our application without assigning any reason or Otherwise and hereby waive our right to challenge the same on any account whatsoever

9. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
10. I/We declare that:
 - a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd;
 - b. 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, in respect of any tender or request for Bid issued by or any agreement entered into with the Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd. or any other public sector enterprise or any government, Central or State; and
 - c. 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.
 - d. 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 Applicants in accordance with the RFP document.
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. The Performance Security of 5 % in the form of a Demand Draft / Bank Guarantee will be submitted in accordance with the RFP document on award of the work.
13. 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.
14. A Power of Attorney in favor of the authorized signatory to sign and submit this Bid and documents is attached.
15. The Financial Bid is being submitted in a separate cover.
16. 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 faithfully,

(Signature, name and designation of the authorized signatory)

1. Details of Projects (Feasibility Report and DPR):

Sl. No.	Name of Project (Size-Urban Domain)	Name of Client	Estimated capital cost of Project (Rs.)	Payment received	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
1					
2					
3					
4					

The Applicant should provide details of only those projects that have been undertaken by it under its own name.

Supporting documents duly signed by authorized signatory should be enclosed for verification.

2. Certificate from the Statutory Auditor/Chartered Accountant or Company Secretary/CFO of the Applicant

This is to certify that the information contained in Column 5 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)

(Signature of the Authorized Signatory)



Format for Financial Statement

{On Firm's CA
letterhead}

I hereby declare that I have scrutinized and audited the financial statement of M/s_____. The annual turnover of the Company/firm for the last three financial years starting from April, 2016 is as follows;

Financial Year	Annual Turnover (Rs.in Crore)
2016-17	
2017-18	
2018-19	
Total Turnover only	

(Signed and Sealed by the Authorized Signatory)

Approach & Methodology specific to the project :

Technical approach, methodology and work plan are key components of the Technical Bid. The tenderer is suggested to present your Technical Bid divided into the following three chapters:

- a) Technical Approach and Methodology,
 - b) Work Plan, and
 - c) Organization and Personnel,
-
- 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 Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.
 - c) **Organization and Personnel.** 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 personnel. You shall also specify if you will be the lead firm in a joint venture or in an association with Sub-Consultants.

Curriculum vitae (CV) of Proposed Key Personnel's

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

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

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

4. Date of Birth: _____ Citizenship: _____

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

6. Membership in Professional Associations: _____

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

8. Countries of Work Experience: [List countries where expert 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 expert since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]:_____To [Year]: _____

Employer:_____

Positions held: _____

<p>11. Detailed Tasks Assigned</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 expert has been involved, indicate the following information for those assignments that best illustrate the expert's capability to handle the tasks listed in line 11.]</p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

Certification:

I, the undersigned, certify to the best of my knowledge and belief

that (i) this CV correctly describes my qualifications and my

experience; (ii) I am not employed by the Executing

/Implementing Agency;

(iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in the Personnel Schedule provided team mobilization takes place within the validity of this Bid or any agreed extension thereof;

(iv) I am committed to undertake the assignment within the validity of Bid;

(v) I am not part of the team who wrote the terms of reference for this consulting services assignment;

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____Date: _____

[Signature of authorized representative of the firm]
Full name of authorized representative:

Day/Month/Year

APPENDIX-VI

Financial BID Volume - 2

Format for Financial Bid / Price Bid

Name of Work:- Appointment of Technical Consultant to Prepare Feasibility Report for Construction of Ropeway at the following locations of Uttarakhand: (i) Har ki Pauri to Chandi Devi Mandir at Haridwar, (ii) Across Ganga River at suitable location within Rishikesh Municipal Corporation Area.

Item No.	Item Description	Rate ₹ in lakh (figures & words)
1	Appointment of Technical Consultant to Prepare Feasibility Report for Construction of Ropeway at the following locations of Uttarakhand:	
	(i) Har ki Pauri to Chandi Devi Mandir at Haridwar,	
	(ii) Across Ganga River at suitable location within Rishikesh Municipal Corporation Area.	

AUTHORIZED SIGNATORY

For and on behalf of the Tenderer

Date:

Place:

Format for Bank Guarantee:

Bank Guarantee for Performance Security

To

The Managing Director,

Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd.

In consideration of Competent Authority acting on behalf of the Uttarakhand Metro Rail Corporation Limited (hereinafter referred as the " Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s

..... ,
(mention name of selected consultant here) having its office at (hereinafter referred as the "Consultant" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd 's Agreement No dated valued at Rs(Rupees

), (mention Consultancy fee amount here) (hereinafter referred to as the "Agreement")

Appointment of Technical Consultant to Prepare Feasibility Report for Construction of Ropeway at the following locations of Uttarakhand: (i) Har ki Pauri to Chandi Devi Mandir at Haridwar, (ii) Across Ganga River at suitable location within Rishikesh Municipal Corporation Area and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs (Rupees) (mention Bank Guarantee amount here) to the Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd. for performance of the said Agreement.

1. We, _____(mention name and registered office address of the Bank) and one of its branches at _____(hereinafter referred to as the "Bank") at the request of the Consultant do hereby undertake to pay to the Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd. an amount not exceeding Rs. (Rupees__) (mention Bank Guarantee amount here) against any loss or damage caused to or suffered or would be caused to or suffered by the Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, _____ (indicate the name of the Bank) do hereby undertake to pay the

amounts due and payable under this Guarantee without any demur, merely on receipt of a written demand from the Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as

regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an Amount not exceeding Rs (Rupees.....)

3. We, _____ (indicate the name of Bank) undertake to pay to the Uttarakhand Metro Rail

Urban Infrastructure Building Construction Corporation Ltd any money so demanded not exceeding the aggregate sum of INR_____ (mention Bank Guarantee amount here) notwithstanding any dispute or disputes raised by the Consultant 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 Guarantee shall be a valid discharge of our liability for payment there under and the Consultant shall have no claim against us for making such payment.

4. We, _____ (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee or till the expiry date _____ whichever is earlier. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee i.e. _____, we shall be discharged from all liability under this Guarantee thereafter.
5. We, _____ (indicate the name of Bank) further agree with the „Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd’ that the „Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd’ shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd or any indulgence by the Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd to the said Consultant
or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant (s).
7. We, _____ (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd in writing.
8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** Crore (Rupees ***** crore) (mention Bank Guarantee amount here) only. The Bank shall be liable to pay the said amount or any part thereof only if the Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [mention the expiry date of this Guarantee here)

Not with standing anything contained herein above:

- I. Our liability under this Bank Guarantee shall not exceed Rs. _____

(Mention Bank Guarantee amount here)

- II. This Bank Guarantee shall be valid up to _____ (mention the expiry date of this Guarantee here) and
- III. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand at _____ (name address of branch of issuance) on or before _____ (mention the expiry date of this Guarantee here)

For

Name of Bank: Seal

of the Bank:

Dated, the day of , 2019

(Signature, name and designation of the authorized signatory)

NOTES:

- 1) The Bank Guarantee should contain the name, designation and code number of the officer (s) signing the Guarantee.
- 2) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

FORM OF CONTRACT AGREEMENT

This Agreement is made at Dehradun on the day of(month) 2019 between, Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd, (UKMRC),, Rajiv Gandhi Complex, Dispensary Road, Dehradun, Uttarakhand-248001 hereinafter called “the Employer” of the one part and (Name & Address of Contractor) hereinafter called “the Contractor” of the other part. Whereas the Employer is desirous that (** certain Goods and Services should be provided and) the Works should be executed, viz.(Name of work as mentioned under Clause 1.1 of NIT) hereinafter called “the Works” and has accepted a Tender by the Contractor for the execution and completion of such works (** as well as guarantee of such works) and the remedying of defects therein.

This agreement is signed between (for and on behalf of the Employer) and (for and on behalf of the Contractor).

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. These documents shall be signed by..... (for and on behalf of the Employer) and (for and on behalf of the Contractor).
 - a) Notice Inviting Tender (NIT)
 - b) Request for Proposal (RFP)
 - c) General Conditions of Contract (GCC)
 - d) Letter of acceptance (LOA)
 - e) Contractor’s proposal submitted along with the tender I) Any other item as applicable

The modifications to the tender documents communicated through the Addenda/Corrigendum (..... Numbers) issued to the tenderers at the time of tender have been incorporated in the consolidated contract documents. Hence, the Addenda/Corrigendum (..... Numbers) are not included in the contract documents. Copies of the Addenda are available with the Employer, Contractor and Employer’s Representative. As and when required, they could be referred to and in case of any discrepancy between the corrections/modifications incorporated in the consolidated contract documents and the Addenda, the provision of the Addenda shall prevail.

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works by **..... and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Total Contract Amount of **..... being the sum stated in the letter of acceptance subject to such additions

thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. OBLIGATION OF THE CONTRACTOR

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

6. JURISDICTION OF COURT

The Courts at Dehradun/ Nainital, Uttarakhand shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorized Representative Signature of the authorized official

Name of the authorized Representative Name of the official

Stamp/Seal of the Contractor Stamp/Seal of the Employer

SEALED, SIGNED & DELIVERED

By the said(Name) on
on behalf of the Contractor in the presence of

By the said(Name)
on behalf of the Employer in the
presence of:

By the said(Name)
Witness
Name :

By the said(Name)
Witness
Name.....

Address:

Address.....

Witness
Name :

Witness
Name.....

Address:

Address.....

Note :

* To be made out by the Employer at the time of finalization of the Form of Agreement. **
Blanks to be filled by the Employer at the time of finalization of the Form of Agreement. ***
To be deleted if not applicable