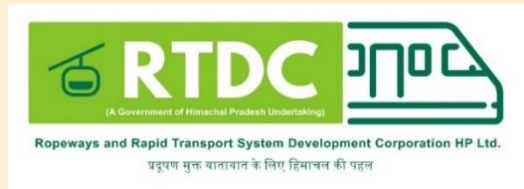
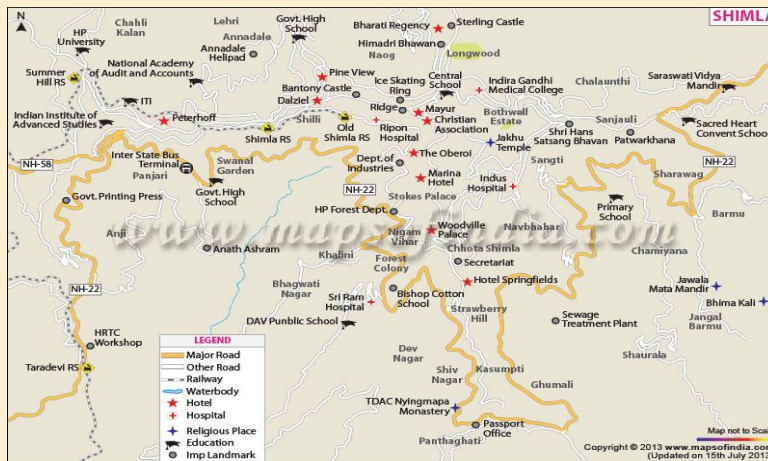


RFQ-cum-RFP Document

General Consultant for Vetting of DPR, Bid Process Management & PMC for Construction & Implementation of Innovative Urban Transportation (Ropeways) Project in Shimla City on CEN Standards



Shimla – 171001 (H.P)
Telephone No (01772811004)
Email: dgmrtldchp@gmail.com

Prepared by: Nivesa Advisors LLP
June 21, 2023

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DISCLAIMER

1. The information contained in this Request for Qualification cum Request for Proposal document (the "RFQ cum RFP" or "Bid") or subsequently provided to Bidder(s), whether verbally or in documentary or in any other form by or on behalf of Ropeway and Rapid Transport System Development Corporation H.P. Ltd (RTDC, the "Authority") or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFQ cum RFP and such other terms and conditions subject to which such information is provided.
2. This RFQ cum RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide the prospective bidder(s) ("the 'Bidder' or any other person) with information that may be useful to them in preparing their Bids and submitting their proposals pursuant to this RFQ cum RFP. This RFQ cum RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFQ cum RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bid.

The assumptions, assessments, statements and information contained in the RFQ cum RFP and these reports may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ cum RFP and obtain independent advice from appropriate sources.

3. Information provided in this RFQ cum RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. The possession or use of this RFQ cum RFP in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves concerning and shall observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFQ cum RFP shall be construed as legal, financial or tax advice.
5. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ cum RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ cum RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.
6. The Authority, its employees, consultants, representatives and advisors also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFQ cum RFP.
7. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ cum RFP.
8. The issue of this RFQ cum RFP does not imply that the Authority is bound to select and short list qualified Bids for Bid Stage or to appoint the "Selected Bidder" as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason

whatsoever or annul the entire Bidding Process for any reason whatsoever, without incurring any liability or being accountable to any person(s) in any manner whatsoever.

9. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.
10. Nothing in this RFQ cum RFP shall constitute the basis of a contract which may be concluded in relation to the Project nor shall such documentation/information be used in construing any such contract. Each Bidder must rely on the terms and conditions contained in any contract, when, and if, finally executed, subject to such limitations and restrictions which may be specified in such contract.
11. The Bidders are prohibited from any form of collusion or arrangement that is likely to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee of Authority or to any other person in a position to influence the decision of the Authority for showing any favour in relation to this RFQ cum RFP or any other contract, shall render the Bidder to such liability/penalty as the Authority may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.
12. Laws of the Republic of India are applicable to this RFQ cum RFP.
13. Each Bidder's procurement of this RFQ cum RFP constitutes its agreement to, and acceptance of, the terms set forth in this Disclaimer. By acceptance of this RFQ cum RFP, the recipient agrees that this RFQ cum RFP and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereto.

LETTER OF INVITATION

NO: RTDC/Shimla Urban Ropeway Project/2023

Dear Sir/Madam,

Sub: Letter of Invitation (LOI) – RFQ cum RFP Appointment of “**General Consultant for Vetting of DPR, Bid Process Management & PMC for Construction & Implementation of Innovative Urban Transportation (Ropeways) Project in Shimla City on CEN Standards**”.

Background:

An objective to provide convenient and comfortable journey, RTDC has taken the Appointment of “**General Consultant for Vetting of DPR, Bid Process Management & PMC for Construction & Implementation of Innovative Urban Transportation (Ropeways) Project in Shimla City on CEN Standards**”, Himachal Pradesh, RTDC by means of a Cable propelled Transit Systems as a feeder service and for furthering the development of Tourism and Urban Transport Infrastructure in the State of Himachal Pradesh.

Detailed scope of work is given in Section 6 of RFP document.

- 1. Eligibility Criteria:** Eligibility Criteria for assignment is given at clause 2.2 of RFQ cum RFP.
- The RFP document is available to download on website: www.rtdchp.org
- 3. Pre-bid meeting will be held on 10/07/2023 at 11.00 A.M.** (online)
- The last date for submission of proposals is 02/08/2023 till 1400 Hrs.
- For further details, if required, you may contact:

The Deputy General Manager Ropeways and Rapid Transport System Development Corporation H.P. Limited (RTDC), US Club, Shimla – 171001	PHONE NO.: 0177-2811001, 2811003, 04 E-mail ID: : dgmrtldchp@gmail.com,
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RTDC reserves the right to reject any/all of the proposals without assigning any reason thereof.

Deputy General Manager
RTDC

Ropeway and Rapid Transport System Development Corporation HP Ltd.
Shimla – 171001 (H.P)
Telephone No (01772811004)
Email: dgmrtldchp@gmail.com

RFP NOTICE

Ropeway and Rapid Transport System Development Authority Corporation HP Ltd. (RTDC) hereby invites Request for Proposal (RFP) from eligible developers through e-tendering for appointing “**General Consultant for Vetting of DPR, Bid Process Management & PMC for Construction & Implementation of Innovative Urban Transportation (Ropeways) Project in Shimla City on CEN Standards**”. The RFP details are as below

Sr. No.	Parameters	Details	
1	Tender/Bid No.	RTDC/Shimla Urban Ropeway Project/2023	
2	Division	Deputy General Manager	
3	Name of Tender/Bid	Request for Proposal for for “ General Consultant for Vetting of DPR, Bid Process Management & PMC for Construction & Implementation of Innovative Urban Transportation (Ropeways) Project in Shimla City on CEN Standards ”.	
4	Contact Details	PHONE NO.: 0177-2811001, 2811003, 04 E-mail ID: dgmrtldchp@gmail.com	
5	Important Dates	From date/time	
		Date of online Publication	22/06/2023 UPTO 5.00 P.M.
		Downloading of tender start date & time	22/06/2023 from 5.00 P.M.
		Last date for receiving queries	05/07/2023 till 5.00 P.M.
		Pre-Bid Meeting	10/07/2023 at 11.00 A.M.
		Authority response to queries latest by	17/07/2023 till 5.00 P.M.
		Last date for Submission of bid	02/08/2023 till 2.00 P.M.
		Physical submission of bid security/POA etc	02/08/2023 till 2.00 P.M.
		Date of Opening of Technical Bids	02/08/2023 at 3.00 P.M.

The RFP shall be available for free download on registration at: www.rtdchp.org as per the above-mentioned dates.

The submission of the RFP response is through online mode.

For participating in this RFP and avoiding last minute technical challenges if any, all the bidders shall follow the guidelines mentioned in the RFP document.

Bidders are suggested to visit RTDC website regularly for further updates.

Date:

Place: Himachal Pradesh

Deputy General Manager
RTDC

RFQ cum RFP for RTDC for GC for Shimla Urban Ropeway Project

Guidelines for Submission

1. Details of Tender:

Sr. No	Name of Work	Bid Processing Fee	Bid Security
1.	Request for Proposal for "for General Consultant for Vetting of DPR, Bid Process Management & PMC for Construction & Implementation of Innovative Urban Transportation (Ropeways) Project in Shimla City on CEN Standards "."	Rs 10,000/- (Rupees Ten Thousand Only) + GST. Non-Refundable.	Rs. 20 Lakhs (Rupees Twenty Lakhs only)

2. The tender will be received online on <https://hptenders.gov.in> and will be opened as per scheduled date and time provided in Clause 1.3.
3. Tender Document and Supporting can be downloaded for reference purpose from the official website of RTDC during the period mentioned in the tender notice. Interested Bidder has to make payment of Tender Document Fee (Non- Refundable) using online payment gateway for bid preparation using i.e. Debit Card/Credit Card/Net-Banking.
4. Tender Document Fee receipt can be system generated during bid preparation by the Bidder.

5. Details of Bid Processing Fee (Non-Refundable)

- Bid Processing fees for this work will be Rs 10,000/- (Rs. Ten Thousand Only) + applicable GST.
- Bid Processing Fees Payment as mentioned above have to be made through RTGS/NEFT mode using the System Generated Challan i.e. in favour of "ROPEWAYS & RAPID TRANSPORT SYSTEM DEVELOPMENT CORPORATION HP LIMITED" in the A/c No. 50100297437422 IFSC Code: HDFC000524, HDFC the Mall Shimla. The scanned copy of RTGS/NEFT receipt with UTR No. (Transaction ID) must be enclosed along with e-Bid. Bidder should ensure that the payment of the Bid processing Fee is made at-least 3-5 working days prior to the last date of Bid Preparation and Submission of the Tender Schedule to have seamless submission.
- Bidder need to submit copy of Bid processing Fees paid receipt during bid preparation.
- Bidder failing to complete the payment of Bid processing fees using the above-mentioned process of RTGS/NEFT after downloading the system generated challans will not be able to submit their bids.
- Bid Processing Fees amount is Non-Refundable.

6. Bid Security

- Rs. 20 Lakhs (Rupees Twenty Lakhs only) payable in the form of Bank Guarantee or FDR in favour of "ROPEWAYS & RAPID TRANSPORT SYSTEM DEVELOPMENT CORPORATION HP LTD" Shimla, Himachal Pradesh.
 - Bid security shall be refundable not later than 180 (One Hundred Eighty) days from the Bid Due Date, except in the case of the "Selected Bidder" whose Bid Security shall be retained till it has provided a performance security under the Consultancy Agreement. The Bidders will have an option to provide Bid Security in the form of Bank guarantee acceptable or FDR to the Authority and in such event, the validity period of bank guarantee or FDR as the case may be, shall not be less than 180 (one hundred eighty) days from the bid Due date and a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be rejected if it is not accompanied by the Bid Security.
7. The competent authority (RTDC) reserves the right to reject any or all of the tender offers, without assigning any reason thereof.
 8. Validity period of the offer of the bidder will be 180 days from the last date of tender submission.
 9. The acceptance of tender will be intimated by email or otherwise by the authority competent to accept the tender or by the higher Authority of RTDC, to the agency, which shall be deemed to be an intimation of the tender given by the Authority Competent to accept the tender.
 10. The Bidder should visit the site prior to submission date and ascertain the local site condition, working restrictions, obstructions, conditions in tender document regarding necessary approvals, NOC required for the work from the local Authorities and shall quote the offer inclusive of all such expenses likely to be incurred while execution of the work. No claim or compensation for any extra payments incurred by the Bidders towards the approvals/ NOC's/ permissions or any such additional expenses will be entertained by RTDC, which shall be noted.
 11. If there is any amendment in the tender the same shall be published on www.rtdchp.org
 12. In case of any queries, Bidder may contact RTDC at dgmrtldchp@gmail.com on any working day.
 13. Bidders are suggested to visit RTDC website regularly for further updates.
 14. **Procedure of e-tendering**
 - Accessing/ Purchasing of BID documents
 - The Bidder should register himself on website <https://hptenders.gov.in> and obtain user ID, Pass Word before bidding. Entire tender process will be carried out on line through above mentioned website. Bidder are advised to procure e-token/Digital Signature Certificate from any authorized agency.
 - It is mandatory for all the Bidders to have Digital Signature Certificate (DSC) (in the name of Authorized Signatory / Firm or Organization / Owner of the Firm or Organization)
 - DSC should be in the name of the authorized signatory as authorized in Appendix III of this RFP or person executing/delegating such Appendix III in favour of Authorized Signatory. It should be in corporate capacity (that is in Bidder capacity). The Bidder shall submit document in support of the DSC. In other cases, the bid shall be considered Non-responsive.
 - To participate in the bidding, it is mandatory for the Bidders to get registered their firm / Joint Venture with <https://hptenders.gov.in>. Following may kindly be noted:
 - a) Registration with e-procurement portal should be valid at least up to the date of submission of BID.

- b) BIDs can be submitted only during the validity of registration. The Bidders shall update their project and other details on the portal on a regular basis and apply to the tenders via the portal.
- If the firm / Joint Venture is already registered with e-tendering service provider, and validity of registration is not expired, then the firm is not required a fresh registration.
 - The complete BID document can be viewed / downloaded by the Bidder through website i.e. <https://hptenders.gov.in> from 22/06/2023 to 02/08/2023 (up to 15:00 Hrs. IST).
 - The e-tender documents shall be uploaded online in two (2) covers
 - a. Cover-1 shall contain Scanned copies of" eligibility information" i.e. Technical Bid.
 - b. Cover -2 shall contain "Financial Bid" on the prescribed form.

Deputy General Manager
RTDC

GLOSSARY

Authority	As defined in Clause 1.1.1
Associates	As defined in Clause 2.1.10
Bank Guarantee	As defined in Clause 1.1.1 (Table.S.No.4 & 6)
Bidders	As defined in Clause 1.2.2
Bid Documents	As defined in Clause 1.2.3
Bid Due Date	As defined in Clause 1.2.2
Bidding Process	As defined in Clause 1.2.1
Bid Security	As defined in Clause 1.2.4
Conflict of Interest	As defined in Clause 2.4
Demand Draft	As defined in Clause 2.13.1
Estimated Project Cost	As defined in Clause 1.1.2
EPC	Engineering, procurement, and construction (EPC)
Government	Government of Himachal Pradesh
LOA	As defined in Clause 2.30.1
Member	Member of a Consortium
Project	As defined in Clause 1.1.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
RFQ or Request for Qualification	As defined in the Disclaimer
Selected Bidder	As defined in Clause 2.1.1

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto hereinabove.

1 Introduction

1.1 Background

- 1.1.1 The Ropeways and Rapid Transport System Development Corporation H.P. Limited (RTDC) (the “**Authority**”) is engaged in the development of Tourism and Urban Transport Infrastructure in the State of Himachal Pradesh and as part of this endeavor, the Authority has decided to appoint the General Consultant for Vetting of DPR, Bid Process Management & PMC for Construction & Implementation of Innovative Urban Transportation (Ropeways) Project in Shimla City on CEN Standards”(the “Project”) based on a world class (CEN Certified) cable car technology, with its unique safety features, and has decided to carry out the bidding process for selection of the General Consultant to whom the Project may be awarded. The RFQ cum RFP for Consultancy work can be downloaded from www.rtdchp.org

Brief particulars of the Project are as follows:

Sr. No.	Particulars	Details
1.	Nature of the Project	Appointment of “ General Consultant for Vetting of DPR, Bid Process Management & PMC for Construction & Implementation of Innovative Urban Transportation (Ropeways) Project in Shimla City on CEN Standards ”
2.	Scope of Work	Vetting of DPR, Bid Process Management & PMC for Construction & Implementation of Innovative Urban Transportation (Ropeways) Project in Shimla City on CEN Standards”. (Detailed scope of Work and terms of payment is mentioned in schedule 6)
3	Bid Processing Fee	Rs. 10,000/- (Rupees Ten Thousand Only) + GST)
4.	Bid Security	Rs. 20 Lakhs (Rupees Twenty Lakhs only) payable in the form of Bank Guarantee or FDR in favour of “Deputy General Manager, Ropeway and Rapid Transport System Development Corporation H.P. Limited, Shimla at Shimla, Himachal Pradesh.
5.	Estimated Project Cost	Rs. 1430 Crores
6.	Performance Security / Bank Guarantee	5% of the awarded amount payable in the form of Bank Guarantee or FDR in favour of “Deputy General Manager, Ropeway and Rapid Transport System Development Corporation H.P. Limited, Shimla” Himachal Pradesh.
o7.	Validity of Offer	180 days from the Bid Due date

Note: The list is indicative only and is subject to correction for any factual or other errors. The Bidders must themselves verify sites and other details as needed for bidding.

- 1.1.2 The estimated cost of the Project (the "Estimated Project Cost") has been specified in 1.1.1 above.
- 1.1.3 The Authority shall receive Bids in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFQ cum RFP as modified, altered, amended and clarified from time to time by the Authority (collectively the "Bidding Document"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in clause 1.3 for submission of Bids (The "Bid Due Date").

1.2 Brief Description of Bidding Process

- 1.2.1 The Authority has adopted a single-stage two-cover system (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Project. The First cover of the Bid comprising of the "Technical Bid" and the second cover comprising of the "Financial Bid" collectively referred to as the "Bid", to be submitted by the Bidders for undertaking the Project. The first stage of the evaluation (the "Qualification Stage") involves qualification of the Bidders as per the eligibility criteria stipulated in this RFQ cum RFP. At the end of this stage, the Authority intends to announce a short-list of maximum 6 (six) suitable qualified Bidders whose financial bids shall only be opened for further evaluation. In case there are more than one bidder having same aggregate score at 6th rank, financial bid of all such bidders will also be opened
- 1.2.2 Interested Bidders (the "Bidders") are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 180 days from the date specified in Clause 1.3 for Submission of Bids (the "Bid Due Date").
- 1.2.3 The RFQ cum RFP (The "Bid Documents") and any addendum issued subsequent to this RFQ cum RFP will be deemed to form part of the Bidding Document.
- 1.2.4 A Bidder(s) is required to deposit, along with its Bid, a bid security of i.e. 20 Lakhs (Rupees Twenty Lakhs only) (the "Bid Security"), returned/refundable after award of the consultant to all the bidders except the successful bidder who within 15 days of the issue of award letter, has to provide a performance guarantee (with a validity of 360 days) amounting to 5% of the awarded amount. The Bidders will have an option to provide Bid Security in the form of acceptable Bank guarantee or FDR to the Authority and in such event, the validity period of bank guarantee or FDR as the case may be, shall not be less than 180 (one hundred eighty) days from the bid Due date and a claim period of 60(sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be rejected if it is not accompanied by the Bid Security. The format of bank guarantee is provided at Appendix-II.
- 1.2.5 In the event that none of the other Bidders match the Bid of the criteria Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annual the Bidding Process.
- 1.2.6 Any queries or request for additional information concerning this Bid shall be submitted in writing through e-mail to the officer designated in Clause 2.13.2 below. The email communication shall clearly bear the following identification/title in the subject:

1.3 Schedule of Bidding Process:

The bidding schedule timeline is given below:

S. No.	Event Description	Date
1	Date of online Publication	22/06/2023 UPTO 5.00 P.M.
2	Downloading of tender start date & time	22/06/2023 from 5.00 P.M.
3	Last date for receiving queries	05/07/2023 till 5.00 P.M.
4	Pre-Bid Meeting	10/07/2023 at 11.00 A.M.
5	Authority response to queries latest by	17/07/2023 till 5.00 P.M.
6	Last date for Submission of bid	02/08/2023 till 2.00 P.M.
7	Physical submission of bid security/POA etc	02/08/2023 till 2.00 P.M.
8.	Date of Opening of Technical Bids	02/08/2023 at 3.00 P.M.

Note: Bid due date shall be minimum 15 days from the date of issue of response to queries/addendum if any.

2 Instructions to Bidders

2A. General

2.1 Scope and General Terms of Bidding

- 2.1.1 Description of the objectives, scope of services, Deliverables and other requirements relating to Services to be undertaken by the "Selected Bidder" are specified in this RFP. In case the bidder/firm possesses the requisite experience capabilities required for undertaking the Services, it may participate in the Selection Process. The manner in which the Proposal is required to be submitted and will be evaluated is explained in this RFP.
- 2.1.2 Bidder (or "Bidders") shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
- 2.1.3 The Bidder shall submit its Proposal in the form and manner specified in this Part- 2 of the RFP. Bid shall be physically submitted in two envelopes system (Technical Proposal and Financial Proposal) to RTDC by the Bid Due Date ("Selection Process"). Technical Proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-VII. Upon selection, the Selected Bidder shall be required to enter into a Consultancy Agreement with the RTDC in the form specified at Schedule-I and shall be construed as the "Consultant".
- 2.1.4 The Bid should be furnished in the format at Annex 2 to Appendix-I : Technical Capacity of Bidder and Annex 3 to Appendix-I : Financial Capacity of Bidder.
- 2.1.5 The Bidder should submit a Power of Attorney as per the format at APPENDIX-III: Format for Power of Attorney for signing of Bid, authorizing the signatory of the Bid to commit the Bidder and Integrity Pact as Appendix – VI.
- 2.1.6 The Bidder can bid for the Project as a sole consultant or in the form of joint venture (JV) / consortium. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at APPENDIX-IV: Format for POA for Lead Member of Consortium.
- 2.1.7 Any condition or qualification or any others contained in the Bid shall render the Bid as non-responsive and shall be liable to rejection.
- 2.1.8 This RFP is not transferable.
- 2.1.9 Number of members in a JV/consortium shall not exceed 3 (three) including Associate. The Bid should contain the information required for each member of the JV/Consortium. Members will constitute a JV as mentioned below or will constitute a Consortium by way of joint bidding agreement on a stamp paper of Rs. 100.
 - a) Members of the JV/Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have an equity share holding of at least 26% (twenty-six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-IV, signed by all the other members of the JV/Consortium.
 - b) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations.

- c) An individual bidder cannot at the same time be member of a JV/Consortium bidding for the project. Further, a member of a particular bidder JV/Consortium cannot be member of any other bidder JV/Consortium bidding for the project.
- d) Members of the JV/Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-V (the "Jt. Bidding Agreement"), for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted along with the bid, shall, inter-alia
 - convey the intent to form an appropriate SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Agreement as per Schedule – I and subsequently perform all the obligations in terms of the Agreement;
 - clearly outline the proposed roles and responsibilities, if any, of each member;
 - commit the minimum equity stake to be held by each member;
 - include a statement to the effect that all members of the JV/Consortium shall be liable jointly and severally for all obligations of the Project; and
 - except as provided under this "Bidding Document", there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

2.1.10 In computing the Technical Capacity and Net Worth of the Bidder/ Members of JV/Consortium for the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.

Note-1: In case a Bidder is a JV/Consortium, and then the term Bidder as used in this Clause 2.1.9 (c), shall include each Member of such Consortium.

Note-2: For purposes of this **RFQ cum RFP**, 'Associate' means, in relation to the Bidder/ Members of JV/Consortium, a person who controls, is controlled by, or is under the common control with such bidder/ Members of JV/Consortium (the "**Associate**"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.2 Eligibility of Bidders

2.2.1 The bidder shall be a Private Company/Public Company/Government undertaking/ Partnership/Proprietorship firm constituted in accordance with relevant law.

2.2.2 The bidder must have provided consultancy services (preparation of Detailed Project Report/Project Management Consultancy) for Infrastructure Projects or similar projects during last 8 years of value

a. Minimum one infrastructure project not less than Rs. 1,000 Cr.

OR

b. Minimum two infrastructure project not less than Rs. 500 Cr. each

OR

c. Minimum three infrastructure project not less than Rs. 350 Cr. each

- ***Copy of Agreement/Work order/LOA and Completion Certificate needs to be enclosed.***

*Similar Projects in the Infrastructure domain would be deemed to include the consultancy

projects completed for Transportation Sector including Ropeway Sector, Road Sector (Expressways and National Highways), Rapid Rail, Metro Rail, Mono Rail on a turnkey construction contract OR as a PPP project on DBFOT, BFOT, BOOT or other similar basis for providing its output or services to a Public Sector Entity.

- 2.2.3 The bidder shall have an average annual of INR 20 Crores, certified by Chartered Accountant, during last 3 (three) financial years ending 31.03.2022 (2019-20; 2020-21 and 2021-22). Copies of Audited Balance Sheet & Turnover Certificate from Chartered Accountant certifying the same need to be enclosed.
- 2.2.4 The bidder shall have positive net worth as on 31st March 2022. Net-worth certificate from Chartered Accountant needs to be enclosed.
- 2.2.5 Bidder must demonstrate its strength by submitting detailed credentials of expertise of the team members (details of team members to be annexed with Bid) available with him to this specialized assignment i.e. Experience in Similar projects, details of successful projects, Credentials of team for doing this assignment and details of other EPC projects successfully undertaken (Acceptable by RTDC) to be submitted in separate envelope, which should be subscribed as "Technical Bid"

Key Personnel and their Qualifications & Experience

S. No	Position	Qualification	Experience
1.	Team Leader – 1 No.	B.E./B.tech (Mechanical/Civil) from Reputed institute	10 years plus as a Project Leader/Project Manager in developing/designing/constructing or commissioning of ropeway or mass rapid transport system facility
2.	Ropeway Expert (1 No.)	CEN Certified Engineer for Design and Commissioning	1conc' + experience in rope line calculations, certifying stage wise installation and final commissioning based on CEN Standards. Planned or exesicuted at least 3 ropeway projects of length 1000 m or more on CEN standard in the last 10 years
3.	Structural Engineer (1 No)	M.E./M.Tech in Structural Engineering	Structurally designed at least 10 Infrastructure projects of minimum Rs. 50 Cr. Value each in the last 10 years.
4.	Architect (1 No.)	B. Arch/ M.Arch	Minimum 10 years of experience in Infrastructure projects
5.	Estimation Expert (1 No)	B.Tech Civil/ Mechanical	Minimum 10 years of experience as quantity Engineer in Infrastructure projects
6.	Financial Expert (1 Nos)	CA/MBA(Fin)/Bsc/Msc Economics	Minimum 5 years of experience in Infrastructure projects

7.	Legal Expert (1 No)	LLB/LLM	Minimum 5 years of experience in Infrastructure projects
8.	Fire & Safety Engineer (1 No.)	B.Tech Civil / Mechanical/Fire & Safety (with certification in Fire & Safety)	Minimum 10 years of experience in designing fire & safety systems related to electrical and mechanical systems of passenger transportation
9	Environment cum Social Expert (1 No.)	B.Tech Environmental Engineering / Science or equivalent preferably with Post Graduation in Environmental Engineering / Science or equivalent	Minimum 10 years of experience in environmental impact assessment, environmental management plan, statutory clearance management & clean development mechanism related to large scale linear transportation
10.	Site Engineer (Mechanical)	B.Tech Mechanical	Minimum 10 years of experience in Infrastructure projects

**Note: The above table must be read along with table given in clause 2 of Schedule-I (Format of Agreement) of this RFP.*

The bidder must have the minimum, requirements as stated above both in terms of project experience and qualification & experience of team members for technical qualification. The team is required to be stationed in Shimla/Site as per the requirement of the execution of the Phase wise work.

2.3 Conditions or Eligibility of Bidders

- 2.3.1 The bidder must read carefully the minimum conditions of eligibility (the "Conditions or Eligibility") provided herein below. Proposals of only those bidders who satisfy the Conditions of Eligibility will be considered for evaluation.
- 2.3.2 To be Eligible for Evaluation of its Proposal, the bidder shall fulfil the following:
- Technical Capacity: The Bidder shall have Technical Capacity as per Eligibility Criteria specified in Clause 2.2.
 - Availability of Key Personnel: All the Key Personnel should be present/ available during execution and for all important meetings on need basis.
- 2.3.3 The bidder should submit a Power of Attorney for signing of the Bid as per the format given in Appendix-III of this RFP.
- 2.3.4 Any entity which has been barred/ blacklist/ declared as "non-performer" by the Central Government or State Government or any entity under it, from participating in any project and the bar subsists as on the Bid Due Date, would not be eligible to submit a Proposal.
- 2.3.5 The bidder should have, during the last three (3) years, neither failed to perform on any agreement as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the bidder or its associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such bidder or its associate.
- 2.3.6 While submitting a Proposal, the bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the

Appendices is insufficient. Alternatively, bidders may format the specified form making do provision incorporation of the requested information.

2.4 Conflict of Interest

2.4.1 Consultant not to benefit from commissions, discounts, etc.

The payment of the Consultant pursuant to Term of Payment as per clause 6.5 hereof shall constitute the Consultant's sole payment in connection with this RFP or the Services and, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this RFP or to the Services or in the discharge of their obligations hereunder, and the Consultant shall ensure that the Consultant (including its experts and sub-consultants) or its affiliates or associates or members as well as their personnel and agents of either of them shall not receive any such additional remuneration.

2.4.2 Prohibition of Conflicting Activities, Assignments and Relationships

- i. The Consultant shall not engage, and shall cause their experts and sub-consultants, affiliates or associates or members and their Personnel and agents not to engage, either directly or indirectly during the term of this RFP, any business or Professional activities in the state of Himachal Pradesh which would conflict with the activities assigned to them under this RFP.
- ii. The Consultant (including its experts and sub-consultants) or its affiliates or associates or members engaged by RTDC to provide services on this Project shall be disqualified from providing services of review of DPR, bid process management and project management consultancy under this project and on implementation. Conversely, the Consultant (including its experts and sub-consultants) or its affiliates or associates or members are selected to provide consultancy services for the preparation or implementation of the Project shall be disqualified from subsequently providing goods or works or any consultancy services resulting directly or indirectly related for such preparation or implementation.
- iii. The Consultant (including its experts and sub-consultants) or its affiliates or associates or members shall not be engaged for any assignment that by nature may be in conflict with another assignment of the Consultant for the same for another procuring entity/ Authority.
- iv. The Consultant (including its experts and sub-consultants) or its affiliates or associates or members shall not be allowed to review any documents or reports prepared by its affiliate or member or associate or sub-consultant or expert for the same Project.
- v. The Consultant (including its experts and sub-consultants) or its affiliates or associates or members that has close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in any part of (i) preparation of terms of reference for the assignment; (ii) selection process for the contract; or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and execution of the contract.

2.4.3 Confidentiality

The Consultant (including its experts and sub-consultants) or its affiliates or associates or members as well as their personnel and agents of either of them shall not either

during the term of this RFP, disclose any proprietary or confidential information relating to the Services under this RFP or the RTDC's business or operation without the prior written consent of the RTDC except to its officers, directors, employers, agents, representatives and professional advisors; provided, however, this provision shall not apply to information:

- a. already in the public domain, otherwise than by breach of terms of this RFP;
- b. already in the possession of the receiving party on a lawful basis before it was received from the other party in connection with this RFP and which was not obtained under any obligation of confidentiality;
- c. obtained from a Third Party who is free to divulge the same and which was not obtained under any obligation of confidentiality; or
- d. which is required to be disclosed by any judicial or administrative process or any enquiry, investigation, action, suit, proceeding or claim or otherwise by or under any applicable law or by any Competent Authority.

2.4.4 Reporting Obligations

The Consultant shall submit to RTDC the documents as specified in clause 6.3.7.

2.4.5 Documents Prepared by the Consultant to be the property of RTDC

All reports, and documents prepared by the Consultant for the RTDC under this RFP shall become and remain the property of the RTDC. The Consultant shall not later than upon termination or expiry of this RFP, deliver all such documents to the RTDC, together with an inventory thereof. The Consultant may retain a copy of such documents and software. The Consultant shall not use the information specific to the Ropeway Project elsewhere without written permission of RTDC.

2.4.6 Removal and Replacement of Personnel

- a. Except as the RTDC may otherwise agree, no changes shall be made in team of Key Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or higher qualifications.
- b. If after the signing of the Contract Agreement, the RTDC (i) finds that any of the Key Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Key Personnel, then the Consultant shall, at the RTDC written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the RTDC.

2.5 Cost of Proposal

The bidder shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the RTDC, Project site etc. The RTDC will not be responsible or in any way liable for such cost, regardless of the conduct or outcome of the Selection Process.

2.6 Acknowledgement by Bidder:

- 2.6.1 It shall be deemed that by submitting the Proposal, the bidder has:
 - a) made a complete and careful examination of the RFP;

- b) received all relevant information requested from the RTDC;
- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP furnished by or on behalf of the RTDC relating to any of the matters referred to in Clause 2.13 below;
- d. satisfied itself about all matters, things and information, including matters referred to in Clause 2.13 below, necessary and required for submitting an informed application and performance of all of its obligations there under;
- e. acknowledged that it does not have a Conflict of Interest; and
- f. agreed to be bound by the undertaking provided by it under and in terms hereof.

2.6.2 The RTDC shall not be liable for any omission, mistake or error on the part of the bidder in respect of any of the above or on account of any matter of thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the RTDC.

2.7 Right to reject any or all Proposals:

2.7.1 Notwithstanding anything contained in this RFP, the RTDC reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without any reasons thereof.

2.7.2 Without prejudice to the generality of Clause 2.7.1, the RTDC reserves the right to reject any Proposal if:

- a) at any time a material misrepresentation is made or discovered, or
- b) the bidder does not provide, within the time specified by the RTDC, the supplemental information sought by the RTDC for evaluation of the Proposal. Misrepresentation/improper response by the bidder may lead to the disqualification of the bidder. If such disqualification/rejection occurs after the Proposals have been opened and the highest-ranking bidder gets disqualified /

2B. Documents

2.8 Contents of the RFQ cum RFP

This RFQ cum RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addendum issued in accordance with Clause 2.10.

Invitation for Bids

Section 1. Introduction

Section 2. Instructions to bidder

Section 3. Criteria for Evaluation

Section 4. Fraud & Corrupt Practices

Section 5. Pre-Bid Conference

Section 6. Scope of Work

Section 7. Miscellaneous

Appendices

Appendix I: Letter comprising the Technical Proposal

Annex -1 to Appendix-I: Details of Bidder

Annex-2A to Appendix-I: Technical Capacity of Bidder - Experience of the Applicant
Annex-2A to Appendix-I: Technical Capacity of Bidder - Eligible Assignment of the Applicant
Annex-3 to Appendix-I: Financial Capacity of Bidder
Annex-4A to Appendix-I: Particular of Key Personnel
Annex-4A to Appendix-I: Form for Curricular Vitae (C.V.) for Proposed Key Personnel
Annex-4A to Appendix-I: Proposed Methodology & Work Plan and Development of Key Personnel
Annex-5 to Appendix-I: Statement of Legal Capacity
Appendix II: Format of Bank Guarantee for Bid Security
Appendix III: Power of Attorney for signing of Bid
Appendix IV: Power of Attorney for Lead Member of JV/Consortium
Appendix V: Joint Bidding Agreement
Appendix VI: Integrity Pact
Appendix VII: The Financial Bid

2.9 Clarifications

- 2.9.1 Bidders requiring any clarification on the RFP may notify the Authority in writing through e-mail. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries and use addenda, if any, within the period specified therein. Time from the date of issue of clarification/addenda to bid due date shall in no case be less than 15 (fifteen) days. The responses will be sent through e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.9.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.10 Amendment to the RFQ cum RFP

- 2.10.1 The Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFQ cum RFP by the issuance of Addenda within the time frame given in the schedule in clause 1.3.
- 2.10.2 Any Addendum issued hereunder will be published on authority's website.
- 2.10.3 The authority, for any reason, may extend the bid due date.

2C. Preparation and Submission of Bids

2.11 Language

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

2.12 Format and Signing of Bid

- 2.12.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those bids that are received in the required formats and complete in all respects. Incomplete and/ or conditional bids shall be liable to rejection.
- 2.12.2 The Bidder shall prepare 1 (one) original set of the Bid (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Bidder shall submit 2 (two) copies of the Bid, along with documents required to be submitted along therewith pursuant to this RFP, marked "COPY". The Bidder shall also provide 2 (two) soft copies in Pen Drive. In the event of any discrepancy between the original and the copy, the original shall prevail.
- 2.12.3 The Bid and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bid shall contain page numbers and shall be bound together in hard cover.

2.13 Submission and Opening of Bids

- 2.13.1 The Bidder shall pay ₹ 10,000/- (Rupees Ten Thousand only) plus GST as applicable, as the cost of Bidding process. This can be paid either by Demand Draft/ Bankers cheque in favour of " ROPEWAY & RAPID TPT SYS DEV CORP HP LTDS" or transfer by any electronic mode, for which the details of bank are as under:

Name of bank	Bank Address	IFSC Code	A/c No	Type of Account
HDFC the Mall Shimla	Shimla	HDFC0000524	50100297437422

- 2.13.2 The Bidder shall submit the Bid in the format specified at Appendix-I, together with the documents specified in Clause 2.13.2(A) below and seal it in an envelope and mark the envelope as "Technical Bid". The Bidder shall submit the Financial Offer in the format specified at Appendix- VII and seal it in another envelope and mark the envelope as "Financial Bid". Both the envelopes of the Technical Bid and the Financial Bid shall then be sealed in an outer envelope and mark the envelope as "Bid". The Bidder shall seal the original and the copy of the Bid, together with their respective enclosures, in separate envelopes duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Clauses 2.13.2 and 2.13.3.

(A) Each Technical Bid envelope shall contain:

- (i) Scanned copy of proof of payment of cost of bidding process.
- (ii) Scanned copy of the "**Bidding Document**" duly filled in and signed by the bidder on each page. This will also include following: -

- (a) Letter comprising the Bid as per the format at Appendix-I along with the annexures and supporting documents.
- (b) Details of Bidder at Annex 1 to Appendix-I;
- (c) Details of Technical Capacity of Bidder – Experience of the Applicant at Annex 2A to Appendix-I;
- (d) Details of Technical Capacity of Bidder – Eligible Assignment of Applicant at Annex 2B to Appendix-I;
- (e) Details of Financial Capacity of Bidder at Annex 3 to Appendix-I;
- (f) Particulars of Key Personnel as Annex 4A to Appendix-I;
- (g) Form for Curriculum Vitae (C.V) for Proposed Key Personnel as Annex 4B to Appendix-I;
- (h) Proposed Methodology & work Plan and Development of Key Personnel as Annex 4C to Appendix-I;
- (i) Statement of Legal Capacity at Annex 5 to Appendix-I;
- (j) Bank Guarantee at Appendix-II;
- (k) Power of attorney for signing the bid as per the format at Appendix-III;
- (l) If applicable, the Power of Attorney for Lead Member of JV/Consortium as per the format at Appendix-IV;
- (m) Joint Bidding agreement in the format at Appendix V;
- (n) Integrity Pact in the format at Appendix VI

(B) Each Financial Bid envelope shall contain:

- (i) Financial Offer in the prescribed format (Appendix-VII);

The final outer envelopes having the Original and Copy, shall clearly bear the following identification:

Bid for: for appointing "General Consultant for Vetting of DPR, Bid Process Management & PMC for Construction & Implementation of Innovative Urban Transportation (Ropeways) Project in Shimla City on CEN Standards". and shall clearly indicate the name, address, fax number of the Bidder, along with contact person's name, mobile number & email address. In addition, the Bid Due Date should be indicated on the right hand corner of each of the envelopes.

Each of the envelopes shall be addressed to:

ATTN. OF:	Deputy General Manager, Ropeway and Rapid Transport System Development Corporation H.P. Ltd (RTDC)
ADDRESS:	US Club, Shimla – 171001
PHONE NO.:	0177-2811001, 2811003, 04
E-mail ID:	dgmrdchp@gmail.com

- 2.13.3 If the envelopes are not sealed and marked as instructed above, RTDC assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

2.13.4 Bids submitted by fax, telex, telegram, or e-mail shall not be entertained and shall be rejected.

2.13.5 Preparation and Submission of the Bid

- **Language:** The Proposal with accompanying documents (the "Documents") and all communication in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in any of these Documents in another language; it must be by an accurate translation to the relevant passages in English, in which case, for all interpretation of the Proposal, the translation in English shall prevail.
- Hardcopy of the Bid should be submitted before HHMM hours on or before the Bid Due Date.
- The Bidder shall submit the Hardcopy of the Bid in the format specified at Appendix-I, together with the documents specified in Clause 2.13.2A and seal it in an envelope and mark the envelope as "Technical Bid".
- The Bank Guarantee or FDR in original towards the payment of the Bid Security shall be put in a separate envelope inside the Technical Bid envelope and mark the envelope as "Bid Security".
- The Bidder shall submit the Financial Offer in the format specified at Appendix-VII and seal it in another envelope and mark the envelope as "Financial Bid".
- Both the envelopes of the Technical Bid and the Financial Bid shall then be sealed in an outer envelope and mark the envelope as "Bid".
- The Bidder shall seal the original and the copies of the Bid, together with their respective enclosures, in separate envelopes duly marking the envelopes as "ORIGINAL" and "COPY".
- The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Clauses 2.13.2 and 2.13.3.

RTDC may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.13.2 uniformly for all Bidders.

2.13.6 If the original Demand Draft/Bankers cheque is not submitted on the date mentioned in schedule at clause 1.3 in the office as mentioned in clause 2.13.2, the bid will be treated as non-responsive and will not be considered for further evaluation.

2.13.7 Failure to comply with the requirements spelt out in the Clause 2.13.5 above, the Proposal liable to be rejected.

2.13.8 If an individual Key Personnel makes a false regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing the Agreement, he/she shall be liable to be debarred for any future assignment of the RTDC for a period of 5 (five) years. The award of these Services/ Work to the Consultant may also be liable to cancellation in such an event.

2.13.9 Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.13.10 The proposed team shall be composed of expert and specialists (the "Professional Personnel") in their respective areas of expertise and staff (the "Support Personnel") such that the Consultant should be able to complete the Services/ Work within the specified time schedule. The Key Personnel specified in Clause 2.2.5 shall be included

in the proposed team as Professional Personnel. Other competent and experienced experts in the relevant areas of expertise must be added in the proposed team as Support Personnel as required for successful completion of the Services. The CV of each Professional Personnel should be submitted in the format of Annex-4B to the Appendix-I.

- 2.13.11 The RTDC reserves the right verify statements, information submitted by the bidder in response to the RFP. Any such verification or the lack of such verification by the RTDC to undertake such verification shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the RTDC there under.
- 2.13.12 In case it is found during the evaluation at any time before signing of the Agreement or after its execution during the period of subsistence thereof that one or more of the eligibility conditions have not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information, the bidder shall be disqualified forthwith by the RTDC if not yet appointed as the Consultant by entering into the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by RTDC or RTDC being liable in any manner whatsoever to the bidder or the Consultant, as the case may be.
- 2.13.13 In such an event, the RTDC may claim as mutually agreed pre-estimated compensation and damages payable to the RTDC for, inter alia, time, cost and effort of the RTDC, without prejudice to any other right of remedy.
- 2.13.14 The bidder shall submit the Financial Proposal as per format provided in the RFP document. The Bidder shall clearly indicate the total cost of the Services in figures and words, in Indian Rupees. In the event of any difference between figures and words the amount indicated in words shall prevail. In event or a difference between the arithmetic total and total shown in Financial Proposal, the lower of the two shall prevail.
- 2.13.15 While submitting the Financial Proposal, the Bidder shall ensure the following:
- a) All the costs associated with the Services/ Work shall be included in the Financial Proposal. These shall normally cover remuneration for all the Key Personnel/ other experts (Expatriate and Resident, in the field office etc.), accommodation, air fare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - b) The Financial Proposal shall take into account all expenses and tax liabilities except GST. For the avoidance of doubt, it is clarified that taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal except GST which shall be payable as per actuals. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
 - c) Costs shall be expressed as per financial formats in INR

2.14 Bid Due Date

- 2.14.1 Bids shall be submitted online before 1500 hours IST on the Bid Due Date as mentioned in schedule at clause 1.3.

2.15 Late Bids

- 2.15.1 E- Portal system will not allow submission after due date and time. The bidders are therefore advised to complete the submission process well in time to avoid any last-minute hiccups. The authority does not take any responsibility for any such bids which could not be submitted on time.

2.16 Contents of the Bid

- 2.16.1 The contents of bid are prescribed in clause 2.13.2. The bid shall be furnished in the Format at Appendix-I.

2.17 Modifications/substitution/withdrawal of bids

- 2.17.1 No alteration/modification to the submitted Proposal shall be allowed
2.17.2 No proposal shall be withdrawn by the bidder on or after the Bid due date.

2D. Evaluation Process

2.18 Opening and Evaluation of Bids

- 2.18.1 RTDC shall open the Technical Bids at HHMM hours IST on the Bid Due Date, at the place specified in Clause 2.13.2 and in the presence of the Bidders who choose to attend.
2.18.2 Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.17.2 shall not be opened.
2.18.3 RTDC will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 3.
2.18.4 Bidders are advised that qualification of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
2.18.5 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if any Project is subsequently awarded to it under the Bidding Process on the basis of such information.

2.19 Rejection of Bids

- 2.19.1 The Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Bid or to give any reasons for their decision.
2.19.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.
2.19.3 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude relevant project from computation of the Experience Score of the Applicant.
2.19.4 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Experience Score, and may also, while computing the aggregate Experience Score of the Applicant, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with the provisions of Clauses 2.13.4.

2.20 Validity of Bids

- 2.20.1 The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.21 Confidentiality

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

2.22 Tests of Substantial Responsiveness

- 2.22.1 The Authority shall determine whether each Bid is substantially responsive to the requirements of the RFQ cum RFP. A Bid shall be considered substantially responsive only if:
- 2.22.1.1 it contains the proof of payment of requisite amount towards the cost of the bidding Process (further evaluation of bids, whose payment is not received, will not be done).
 - 2.22.1.2 it is accompanied by the Bid security on the prescribed format and the same has been verified from the bank (further evaluation of bids, not having a valid tender security, will not be done).
 - 2.22.1.3 it is received with the letter comprising the bid as per format at Appendix-I along with all the annexures.
 - 2.22.1.4 It is signed on each page.
 - 2.22.1.5 it is accompanied by the Power(s) of Attorney as specified in Clause 2.1.5 and Clause 2.1.6;
 - 2.22.1.6 it contains all the information (complete in all respects) as requested in this RFQ cum RFP;
 - 2.22.1.7 it contains information in formats substantially same as those specified in this RFQ cum RFP;
 - 2.22.1.8 it contains certificates from its statutory auditors / Chartered Accountant in the formats specified at Annex-2 to Appendix-I of the RFQ cum RFP for each Eligible Project;
 - 2.22.1.9 it is accompanied by the Joint Bidding Agreement (for JV/Consortium), specific to the Project,
 - 2.22.1.10 it does not contain any condition or qualification;
 - 2.22.1.11 it is not non-responsive in terms hereof; and
 - 2.22.1.12 Bids found responsive in terms of clause 2.22.1 above shall further be evaluated for their Technical and Financial Capacity and experience score

will be assigned to each bidder in accordance with the provisions set out in section-3.

- 2.22.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Bid.

2.23 Clarifications

- 2.23.1 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.23.2 If any Bidder does not provide clarifications sought under Clause 2.23.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

2.24 Proprietary data

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

2.25 Correspondence with the Bidder

- 2.25.1 Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

2E. Bid Security

2.26 Bid Security

- 2.26.1 The Bidder shall deposit a Bid security of Rs. 20 Lakhs (Rupees Twenty Lakhs only) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either in the form of a Bank Guarantee acceptable to the Authority as per the Format of Bank Guarantee at Appendix-II or FDR in favour of Deputy General Manager RTDC Shimla, Himachal Pradesh.
- 2.26.2 Any Bid, not accompanied by the Bid Security, shall be rejected by the Authority as non-responsive.

2F. Appointment of Consultant

2.27 Negotiations:

- 2.27.1 The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal but will be for the obligations of Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed in negotiations.
- 2.27.2 The RTDC will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Bidder to the satisfaction of the RTDC.

2.28 Substitution of Key Personnel:

- 2.28.1 The RTDC will not normally consider any request of the Selected Bidder for substitution of Key Personnel as the ranking of the bidder is based on the evaluation of Key Personnel and any change therein upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the RTDC and subject to conditions in the RFP.
- 2.28.2 RTDC expects all the Key Personnel to be available during the term of the Work. The RTDC will not consider substitution of Key Personnel except for reasons as specified above.
- 2.28.3 Substitution of the Team Leader not normally be considered and may lead to disqualification of the Successful Bidder or termination of the Agreement, as the case may be. Further the substitution by equivalent or above with prior permission of RTDC in Force Majeure cases can be considered on case-to-case basis.

2.29 Indemnity:

- 2.29.1 The Consultant shall, subject to the provisions of the Agreement, indemnify the RTDC for an amount not exceeding the value of the Agreement for any direct loss or damage that is caused due to any deficiency in Services.

2.30 Award of Work:

- 2.30.1 After selection, a Letter of Award (the "LOA") shall be issued by the RTDC to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of LOA in acknowledgement thereof. In the event the duplicate copy of LOA duly signed by the Selected Bidder is not received by the stipulated date, the RTDC may, unless it consents to extension of time of submission thereof, the RTDC shall cancel the LOA issued under this Clause 2.30 and the next highest ranking bidder may be considered.

2.31 Execution of Agreement:

- 2.31.1 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall submit the Performance Security @ 5% of the Awarded Value by way of Bank Guarantee as per the format given at Schedule II and execute the Agreement within the period specified in LOA. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

2.32 Commencement of Services:

- 2.32.1 The Consultant shall commence the Services at the Project site within 14(fourteen) days of the date of the issuance of LOA or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified Clause 2.31 or commence the Work as specified herein, the RTDC may invite the second highest ranked bidder for

negotiations. In such an event, the Bid Security of the Selected Bidder shall be forfeited in accordance with provisions of Clause 2.26.

2.33 Proprietary Data:

- 2.33.1 Subject to the provisions under RFP, all documents and other information provided by the RTDC or submitted by the bidder to the RTDC shall remain the property of the RTDC. Bidders and the Consultant, as the case may be, are to treat all information as strictly confidential. The RTDC will not return any Proposal, or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the RTDC in relation to the Work shall be the property of the RTDC.

2.34 Communication between Bidders and RTDC:

- 2.34.1 All communication, unless specified otherwise, on this RFP Document to RTDC, shall be addressed to the person and address mentioned in 2.13.2.

2.35 General Provisions

- 2.35.1 Non-Discriminatory and Transparent Bidding Proceedings:

RTDC shall ensure that the rule for the Bid Process for the Project is applied in a non-discriminatory, transparent and objective manner. RTDC shall not provide to any bidder, information with regard to the Project or line Bidding Process, which may have the effect of restricting competition.

- 2.35.2 Prohibition against Collusion with other bidder:

Each bidder shall submit a single bid. Each bidder shall warrant by its Bid/ Proposal that the contents of its Bid/ Proposal have been arrived at independently. Any Bid/ Proposal has been arrived at through consultation, collusion, understanding with any other prospective bidder for the purpose of restricting competition shall be deemed to be invalid and the bidder shall lose its Bid Security.

- 2.35.3 Ongoing Legal dispute with RTDC:

Any entity which has on-going legal dispute with RTDC and such dispute is under an arbitral or judicial authority shall not be eligible to submit a Proposal.

3 Criteria for Evaluation of Technical Bid

3.1 Criteria for Evaluation of Technical Bids

3.1.1 In the first stage in the first stage, the Technical Proposal will be evaluated on the basis of bidder's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those bidders whose Technical Proposals get a score of 75 marks or more out of 100 shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score (ST).

3.1.2 The scoring criteria to be used for evaluation shall be as follows:

S. No	Parameters	Max Marks	Criteria
1.	Relevant Experience of the Applicant Consultant	40	Consultancy services of Projects with the Project cost \geq Rs. 1000 Cr but \leq Rs. 1500 Cr. 30 Marks \geq Rs. 1500 Cr but \leq Rs. 2000 Cr. 35 Marks $>$ Rs. 2000 Cr 40 Marks
2.	Average Annual Turnover (last 3 years)	20	Turnover \geq Rs. 20 Cr but $<$ Rs. 25 Cr. 10 Marks Turnover \geq Rs. 25 Cr but $<$ Rs. 30 Cr. 15 Marks Turnover $>$ Rs. 30 Cr. 20 Marks
3.	Key Personnel	40	1. Team leader (8 Marks) Experience 10 years to 15 years 7 Marks Experience more than 15 years 8 Marks 2. Ropeway Expert (8 Marks) Experience 10 years to 15 years 6 Marks Experience more than 15 years 8 Marks 3. Structural Engineer (5 Marks) Experience 15 years to 20 years 4 Marks Experience more than 20 years 5 Marks 4. Architect (4 Marks) Experience upto 10 years 3 Marks Experience more than 10 years 4 Marks 5. Estimation Expert (2 Marks) Experience 10 years to 12 years 1 Marks Experience more than 12 years 2 Marks 6. Financial Expert (2 Marks) Experience 5 years to 10 years 1 Marks Experience more than 10 years 2 Marks 7. Legal Expert (2 Marks) Experience 5 years to 10 years 1 Marks Experience more than 10 years 2 Marks 8. Fire & Safety Engineer (Mechanical/Fire & Safety) (3 Marks) Experience 10 years to 15 years 2 Marks Experience more than 15 years 3 Marks 9. Environment cum Social Expert (3 Marks) Experience 10 years to 15 years 2 Marks Experience more than 15 years 3 Marks 10. Site Engineer (3 Marks) Experience 10 years to 15 years 2 Marks Experience more than 15 years 3 Marks

The bidder scoring minimum of 75 marks in the above criteria shall be declared responsive & technically qualified. The financial bids of the technically qualified bidders shall only be opened.

3.2 Criteria For Evaluation of Financial Bids

3.2.1 In the second stage, the financial evaluation will be of those consultants who score minimum 75 marks in technical bid.

3.2.2 In the financial bid, the Bidder shall quote for the Consultancy fee in absolute amount. The Bidder with the lowest financial quote shall be selected.

The financial quote shall be submitted in a separate envelope to be super-scribed as "Financial Bid". Further, in case Financial Bid is not submitted in separate envelope and is accidentally opened during technical evaluation, the RTDC reserves the right to accept or reject the same without assigning any reasons thereof.

4 Fraud and Corrupt Practices

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Consultancy Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Consultancy Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Consultancy Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Document and/ or the Consultancy Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Consultancy Agreement, or otherwise if a Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Consultancy Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Consultancy Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.1 (d) of the RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Consultancy Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Consultancy Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - (b) “**Fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) “**Coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - (d) “**Undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

- (e) "**Restrictive practice**' means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

4.4. Inducements

Any effort by a bidder to influence the Selection Process or to award decision by RTDC or any officer, agent or advisor thereof may result in the rejection of such bidder's bid/ Proposal. In such a rejection of bid/ Proposal, the bidder shall be liable for forfeiture of its Bid Security.

5 Pre-Bid Conference

- 5.1 Pre-Bid conferences of the Bidders shall be convened in the office of authority mentioned in clause 2.13.2 at the time and date as mentioned clause 1.3. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process. The Authority shall provide clarifications to only those queries which Authority has received in writing from the Bidders. The Authority will not provide clarifications to queries received orally.
- 5.3 The Format of the pre-bid queries:

Sub: Pre-Bid Queries for Appointment of "**General Consultant for Vetting of DPR, Bid Process Management & PMC for Construction & Implementation of Innovative Urban Transportation (Ropeways) Project in Shimla City on CEN Standards**"

Sl. No.	Clause ref. and page no.	Original Clause in RFP	Change Request/Required

Name and complete official address of prospective Bidder

Name of the bidder's contact person:

Email:

Mobile:

Telephone:

Fax No.:

Signature:

Name of the Authorized Signatory:

Company seal:

Date and Stamped:

Note: The bidder who will submit the Pre-bid clarification through email shall get the intimation from the RTDC to attend the pre-bid meeting online.

6 Scope of Work

6.1 General

Ropeway and Rapid Transport System Development Authority Corporation HP Ltd. (RTDC) hereby invites Request for Proposal (RFP) from eligible developers through e-tendering for appointing **“General Consultant for Vetting of DPR, Bid Process Management & PMC for Construction & Implementation of Innovative Urban Transportation (Ropeways) Project in Shimla City on CEN Standards”**.

6.2 Background

RTDC (the “Authority”) is engaged in the development of Tourism and Urban Transport Infrastructure in the State of Himachal Pradesh in a comprehensive and sustainable manner. RTDC is undertaking identification, planning, construction, and implementation of ropeway projects and innovative transport solutions in Himachal Pradesh with an aim to provide first/last mile connectivity and decongest urban hubs in the State through alternative transport solutions. Further RTDC is developing quality infrastructure projects to further contribute to the State’s growth.

As part of this endeavor, the Authority has decided to undertake development, operation/maintenance of the Ropeway Projects based on a world class (CEN Certified) cable car technology, with its unique safety features and has decided to carry out the bidding process for selection of the bidder to whom the Project may be awarded.

The RTDC hereby invites RFP for Appointment of “General Consultant for Vetting of DPR, Bid Process Management & PMC for Construction & Implementation of Innovative Urban Transportation (Ropeways) Project in Shimla City on CEN Standards”.

The objectives of taking the consulting services from the General Consultant (including but not limited to) are as follows:

- a) To promote and enhance the tourism and transportation in the State by participation of developer in the development of tourist locations, products and services through capacity building, leading to the empowerment and upliftment of the socio-economic status of the communities.
- b) To ensure high standards of quality assurance in the execution of work and completion of work within stipulated time period.
- c) Comprehensive supervision of project implementation activities carried out by the developer to ensure complete compliance with the drawings, technical specifications and various stipulations contained in the EPC Agreement.
- d) Efficient construction supervision by personnel who are experienced in modern methods of construction supervision and contract management.
- e) Act independently and on behalf of the RTDC to review all activities associated with development to ensure compliance of requirements of Consultancy Agreement in order to have a sound Ropeway Project.

6.3 Scope of Services (Terms of Reference):

RTDC seeks the services of the General Consultant for Vetting of DPR, Bid Process Management & PMC for Construction & Implementation of Innovative Urban Transportation (Ropeways) Project in

Shimla City on CEN Standards. The scope of services is given below:

6.3.1 Phase I – Vetting of Detailed Project Report (DPR)

- i. Review of the DPR prepared by the Technical Consultant appointed by the RTDC
- ii. Verification and Analysis of the various assumptions, parameters and data applied for Technical and financial details in the DPR;
- iii. Suggest any additional parameters required for the DPR including all details, design criteria for the ropeway equipment and the complete system having specification as per the CEN Standards including drawings, reports etc., wherever required;
- iv. Suggest any changes required in the sections of the DPR with the reasoning and detailing whenever required, especially on safety and conformance;
- v. Prepare list of statutory clearances required from various Authorities like environment, forest, NHAI, Fire, Electric, water-works, etc.
- vi. Prepare an Executive Summary of the DPR;
- vii. To prepare deliverables for vetting of DPR.

6.3.2. Phase II: Bid Process Management

- a) Preparation & submission of composite tender (RFP & EPC Agreement documents including Civil & Electro-mechanical components of EPC mode on the basis of CPWD Manual):

The RFP and EPC Agreement shall have robust contractual framework defining relationships among the various stakeholders, the RTDC, lenders etc. and ensure the correct assignment of risks, duties and rewards.

The RFP and EPC Agreement should contain, inter-alia, the following:

- a) Notice Inviting Tenders (NIT)
- b) Form of Tender
- c) Brief description and schedule of Bidding process
- d) Instructions to Bidders
- e) Evaluation of Technical and Opening & evaluation of Financial Bids
- f) Scope of the Project
- g) Obligations of the Authority and the Contractor
- h) Representations and Warranties of the Authority and the Contractor
- i) Right of way
- j) Design and Construction of the Project
- k) Quality Assurance, Monitoring and Supervision
- l) General Conditions of Contract
- m) Special Conditions of Contract
- n) Technical Specifications
- o) Bill of Quantities (wherever required)
- p) Tender Drawings.
- q) Form of Contract.
- r) Pre-qualification documents
- s) Pre-qualification criteria
- t) SHEQ (Safety, Health, Environment and Quality) document
- u) Completion Certificate
- v) Change of Scope
- w) Training

- x) Maintenance and supervision and Monitoring during maintenance
 - y) Defects Liability
 - z) Financial Covenants
 - aa) Insurance, Force Majeure
 - bb) Assignment, Liability and indemnity, dispute resolution
 - cc) Miscellaneous
- b) Management of Bidding Process & selection of successful bidder: This includes drafting of short News Paper Advertisement, pre-marketing, clarification to prospective bidders, arranging Pre-Bid Meeting, Preparation of Clarifications to the queries, ensuring CEN Standards equipment suppliers, evaluations of Technical and Financial Proposals.
- c) Assisting RTDC in the issuance of Letter of Intent & Award to the successful Bidder and RTDC.

6.3.3. Phase III: Project Management Consultancy (PMC) for Construction & Implementation of Project

A. Construction Supervision

- i. Testing and inspection to be carried out mainly based on the technical and procedural standards of the CEN or equivalent code.
- ii. Monitoring & Inspection of Geo-investigations, ropeway substructure work as per design & drawings on relevant standards, all ropeway related electrotechnical equipment at work site as per design & drawings on related standards, erection of complete Ropeway equipment, commissioning, testing as per safety standards & anticollision devices and testing of evacuation equipment practically as per SOP. The reports of inspections at various stages be submitted to RTDC.
- iii. Coordination with Design team
- iv. Construction Supervision, Monitoring and Coordination
- v. Conduct daily review of works and site progress and prepare periodic reports (WPR)
- vi. Ensuring compliance to Environment and Social Management Framework (ESMF) including the EMPs and applicable laws pertaining to environment protection, labour welfare, and other national laws and rules.
- vii. Liaise and coordinate with relevant authorities to remove all obstacles and encumbrances from the project site, including utility relocation and tree cutting, as required.
- viii. Safety plans and training requirement.

B. Quality Check & Assurance during Execution Phase

- i. Check and control of the quality of the execution of the ropeway on site, monitoring of the time schedule. This phase will include the following items:
- ii. To monitor contractor's supervision of the construction activities as per predetermined inspection test plan
- iii. Quality planning and quality assurance
- iv. Quality check and final approval of the ropeway foundations
- v. Quality check of the foundation reinforcement steel bars and concrete material
- vi. Check for the correct position of all anchor frames and foundations positions
- vii. To review the proposed construction schedules periodically updated by contractors and get it approved from RTDC
- viii. To review and approve contractors' method statement, erection procedures & work plans

- ix. To monitor quality of the work being executed through good engineering practices.
- x. Spot checking quality of materials and workmanship on site
- xi. Propose quality control safety procedures and norms
- xii. Presence for critical tests and inspections (on site and off site)
- xiii. Development of manuals related to Project, like QA/QC procedures and audit plan
- xiv. Include development and implementation of IT based project monitoring system (PMS).
- xv. On-line payment to the contractors after verification and measurement by the General Consultant.

C. Measurement of work

- i. Checking measurement of works at site in full, verification of bills and submitting the same to RTDC along with quality assurance certificate to that effect and per payment milestone completed giving complete details of item wise qualities executed at site
- ii. To assist the Ropeways and Rapid Transport System Development Corporation (RTDC), Shimla, in arriving at any cost variation and its impact on design during construction stage (if any), related to drawing & design
- xvi. Recommend and review proposed designs/ drawings for temporary works
- xvii. Inspection of all the developer's safety measures, including labour welfare, notifies immediately both the Employer and Developer of any infringement or violation
- xviii. Maintaining record and details of various correspondence and diaries in the formats approved/specified by the RTDC.
- xix. Proper monitoring/progress of work and implementation of the Ropeway Project through computer aided management techniques
- xx. Preparing regular Project Progress Reports and Completion Reports and developing and implementing of IT based measurement books and project monitoring system (PMS)
- xxi. Developing and maintaining management information system (MIS), payment certifying system, computer aided project management techniques

D. Post award assistance services

- i. Assisting authority in any other submissions required as part of standard guidelines to various govt. agencies for information / approvals (if any).
- ii. Assistance during Conditions Precedent Period as per agreement. Authority related to the scope of work of the Authority in the EPC Agreement, support in follow-ups with the Contractor, etc. During this period, the Key Personnel of the Consultant may be called upon by the Authority to advise on matters related to the EPC Agreement, if any.
- iii. Preparation of Tender documents for the selection of Independent Engineer for the project.
- iv. Bid Process Management for selection of Independent Engineer
- v. Bid meetings, replying to pre-bid queries and modification of Bid Documents. Further, Consultant needs to submit the bid evaluation report. Assistance till selection of Independent Engineer
- vi. The Consultant shall provide such other advice and assistance as may be necessary and incidental to the Services and as may be requested by the Authority in respect of the Project, including but not limited to attending meetings, conferences and discussions with the Authority, and shall otherwise advise on and assist the Authority on the diverse commercial issues that may arise from time to time. The Consultant shall provide advice relating to financial, technical, legal and regulatory issues arising from or during the course of the bidding process and the documents relating thereto

- vii. The Consultant will deploy adequate professionals with requisite qualification on full-time basis with the Authority to provide assistance during the Conditions Precedent period. The deployment shall begin from the date of signing the EPC Agreement with the Contractor to the date of completion of the Conditions Precedent period of the EPC Agreement or as a period decided by the Authority. The assistance will include support in all activities related to the scope of work of the Authority in the EPC Agreement, support in follow-ups with the Contractor, etc. During this period, the Key Personnel of the Consultant may be called upon by the Authority to advise on matters related to the EPC Agreement, if any.

E. Time Management

- i. Preparation of master schedule
- ii. Review Weekly and Monthly progress
- iii. Coordination for design modifications with Client and advise on cost implications
- iv. Check and track all long lead items for procurement of material, equipment etc.

F. Cost Management and Contract Administration

- i. Preparation and monitoring of detailed project budget
- ii. Monitoring monthly Project Cost- Planned vs Actual
- iii. Certification and approval of invoices for payments
- iv. Review rate analysis of extra items
- v. Tracking changes and variations in cost.
- vi. Collection and Management of all contract documents

G. Post Construction Phase

- i. Verification of work upon completion and joint inspection for handover
- ii. Checking of "as built" drawings and other handing over documents
- iii. Review of Final account and closure
- iv. Inspection of snag / punch lists and Closure
- v. Coordinate with Contractor for training to the Client
- vi. Prepare project close out report
- vii. Final Testing of Ropeway with dummy weights for complete cycle and duration as per applicable global standard and issue of Commissioning Certificate as per CEN Standards by qualified and Certified Engineer/Agency.

H. Cost Management

a) Pre - Tender Phase

- Initial budgetary estimate
- Preliminary cash flow
- Identification of items for advance purchase
- Value Engineering Preparation of procurement strategy Advise on the financial effects of advance purchase or advance orders

b) Tendering and Procurement Phase

- Procurement strategy — packages, tendering and contracts
- Cost monitoring against design progress
- Preparation of contract documentation
- Preparation of standard and consistent BOQ
- Tender review and analysis
- Preparation of Letter of Intent and Contract
- Preparation of formal contract documents for circulation

c) Construction Phase

- Cost control and administration

- Change management strategies
- Progressive cost plan and monitoring of cost
- Monthly project cost report
- Measurement Certification and Material reconciliation
- Standard procedures for progress payments
- Claim management
-

d) Project Closure Phase

- Preparation of final accounts
- Financial and contractual closure

I. Training and Capacity Building

- Developing a program for training and capacity building for RTDC engineers, other staff and consultants on the Project;
- Organising training by General Consultant at the Site on the Project / Contract and the technology – 5(five) batches of 10 Nos. each
- Facilitate separate training after post commissioning on operation & maintenance (O&M) of the Ropeway System with handholding by the Equipment supplier for at least 3 months
- Facilitate a site visit of a a running Ropeway System for exposure to RTDC Team on O&M aspects.

J. Miscellaneous Works

- i. Interact with funding agency and RTDC officials during project discussions and assist in conducting the meetings.
- ii. Implement agreed actions between funding agency and RTDC as part of various reviews and implementation support missions.
- iii. Monitor disbursement with respect to the projections and keep track of overall expenditure for the purpose of reporting to RTDC and funding agency
- iv. Prepare various progress reports for the project as required by the funding agency (please give a background under the Project that RTDC will apply for funding with MDBs)
- v. Follow up in regard to the compliance of observations raised by Internal and External Auditors
- vi. Prepare Terms of Reference and define the scope of services and procuring additional support as required during project implementation to implement consultants' own recommendations as well as the actions emerging from various reviews and feed-back information.
- vii. Any other managerial support deemed necessary to support RTDC during the course of implementation of the project that could be accommodated by the PMC without deploying additional manpower and incurring additional costs, to ensure effective implementation of new initiatives of the Government and funding agencies.

Please note: The above are not exhaustive but indicatives only. The responsibility will be on the General consultant to ensure smooth functioning durring erection & installation upto final commssing of the Ropeway.

6.3.4. General

- I. Administering the Agreement (EPC) during construction period and ensuring that the quality of the works is in accordance with contractual specifications as specified in the Consultancy Agreement;
- II. Recommending/suggesting modifications in the developer's work program etc.;

- III. Monitoring progress of the works, identify causes, or potential causes, of any delay and advise RTDC of suitable corrective actions a timely manner;
- IV. Helping in the matters related to dispute, the appeal of dispute litigation relating to the works whenever required;
- V. Preparing the following reports on the formats and content as acceptable to the RTDC;
 - a. Submission of Inception Report within 15 days of commencement of Services.
 - b. Submission of a brief monthly progress report, which should be limited to 5 pages and be submitted within 7 days of the end of each month, 4 copies to be submitted to RTDC.
 - c. Preparation of a quarterly report, to be submitted within 14 days of the end of each quarter. Quarterly reports should include description of project activities illustrated by progress/ completion photographs and status of any delays and contractual claims, 4 copies to be submitted to RTDC.

Please note: The above are not exhaustive but indicatives only.

6.3.5. Environment Management Plan (EMP)

The Consultant will be responsible and ensure that the developer maintains all the EMP as per contractual clauses.

6.3.6. Quality Control

During the inception for first quarter and subsequently at the beginning of each quarter an audit plan will be prepared in consultation with RTDC. Each site shall be audited at least once during each stage of work and for certification of compliance of reported non compliances. The audit plan would be updated quarterly and may be revised on the basis of findings of the audits conducted in the preceding quarter.

6.3.7. Reporting

- i. The Consultants will submit all the reports to RTDC as per specified timelines.
- ii. Field visits, which shall be an ongoing activity, shall be undertaken as per the audit strategy finalized. Audit reports would be prepared once a month covering the sites visited, and submitted within 3 days of completion of the month. Status and progress of work, audit opinion, status of compliance to earlier observations, critical issues, and follow- up actions. Any critical issues needing stoppage of work need to be reported immediately to the RTDC, through different means (telephone, SMS, e-mail, fax etc.). In addition to the site level reports, consolidated reports would be submitted every quarter compiling the findings in the site reports, summary audit opinion, corrective actions of works and issues etc. The Consultant may be also required to make presentations on audit findings at the designated forums as and when required by the client.
- iii. Annual review report would be submitted at the end of financial year and a final review report would be submitted at the end of the Ropeway Project/ this consultancy assignment. The monthly, quarterly annual and final review reports should also include good practices and lessons learnt with regard to quality systems and ESMF (Environmental and Social Management Framework) implementation.
- iv. In addition, the Consultant will comply with any other reporting requirements as agreed in the Project Inception Reports on non-compliances are to be transmitted immediately (on real time basis through email other means) and the communication be simultaneous to the concerned engineer, line department and RTDC.
- v. Consultant would facilitate the RTDC in uploading the Site Visit reports, audit findings,

suggested corrective action, status of completion of corrective action etc. in the project monitoring system.

6.3.8. Scope not exhaustive

The scope of Services specified in the above Paragraphs is not exhaustive and the Consultant shall undertake such other tasks/works as may be directed by RTDC and required/necessary for the successful completion of the Ropeway Project.

6.4 Deliverables and Timelines

Sr. no.	Deliverables	Timeline
1	Vetting of DPR – Scrutiny of existing DPR (to be provided by RTDC) and Technical vetting of system design & Technology proposed, by the CEN Standar Expert	
A	Review and supplement the details given in DPR	T + 15 days
B	Submission of Inception Report for RTDC comments	T + 28 days
C	Incorporating the comments from RTDC	T + 35 days
D	Submission of Final report	T + 50 days
2	Bid Process Management	
A	Preparation of RFP and other related documents	T + 80 days
B	Preparation of RFP for newspaper advertisement-upto the publication stage	
C	Submission of bid evaluation report	Within 10 days from opening of bid
D	EPC Agreement for signing between RTDC, and the Selected Bidder	30 days from the letter of Award
3	Project Management Consultancy	5 years of construction period or for the construction period as per RFP of the development of Ropeway project, if it is higher

T= Date of signing of Agreement

6.5 Payment Terms:

6.5.1. The bidder shall quote lump sum fees for the Scope of Work as indicated, in the Financial Proposal.

6.5.2. The payment^{\$} schedule shall be as follows:-

Sl. no.	Deliverables	Payment (%) of Total Amount
1	Submission of executive summary of DPR	5%
2	Submission of Vetting report and finalization of DPR with the changes	
3	Submission of requisite documents to GOI/NBD	10%
4	Bid Process Management	15%
5	Selection of bidder, Final approval for VGF and signing of Consultancy Agreement	10%
6	Clearance and other necessary approval from the various department for the project	20%
7	Project Management Consultancy	40% [#]

RTDC reserves the right to foreclose the Agreement at any stage by giving one-month notice in case the performance is not yielding results. In that case no further payment shall be paid to the Consultant for remaining stages of the Work and no claim of this account shall be entertained.

Billing of Project Management Consultancy during the construction period shall be as under:

- 1. 10% on achievement of compliance date/completion of Conditions precedent.**
- 2. 20% in equal quarterly instalments during construction period.**
- 3. 10% on commercial operation date of project.**

The Project Management Consultancy payments shall be released by RTDC.

\$ The invoice shall be considered for payment only after acceptance of deliverable by RTDC.

7 Miscellaneous

- 7.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Shimla (Himachal Pradesh) shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 7.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- 7.2.1 suspend and/or cancel the Bidding Process and/ or amend and/ or supplement the BiddingProcess or modify the dates or other terms and conditions relating thereto;
 - 7.2.2 consult with any Bidder in order to receive clarification or further information;
 - 7.2.3 retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - 7.2.4 independently verify, disqualify, reject and/or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 7.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 7.4 The Bidding Document is to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFQ cum RFP, in the event of any conflict between them the priority shall be in the following order:
- 7.4.1 Bidding Documents;
 - 7.4.2 RFQ cum RFP.

APPENDIX – I

Letter comprising the Technical Bid

(Refer Clauses 2.2 and 2.1.3 of the RFP)

Dated:

To,
Deputy General Manager,
Ropeway and Rapid Transport System
Development Corporation H.P. Ltd (RTDC)
U.S. Club, Shimla-1

Sub: Bid for Appointment of “**General Consultant for Vetting of DPR, Bid Process Management & PMC for Construction & Implementation of Innovative Urban Transportation (Ropeways) Project in Shimla City on CEN Standards**”.

Dear Sir,

1. With reference to your **RFP** dated I/we, having examined the **RFP** and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Consultant for aforesaid Project, and we certify that all information provided in the Bid is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Consultant for the development, construction, operation and maintenance of the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we/any of the JV/Consortium members or our/ their associate have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP, including any Addendum issued by the Authority; and
 - (b) I/We do not have any conflict of interest in accordance with Clauses 2.4 of the RFP;
 - (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 Clause 4.3 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

- (e) the undertaking given by us along with the **Bid** in response to the "**Bidding Document**" for the project were true and correct as on the date of making the **Bid** and are also true and correct as on the Bid due date and I /We shall continue to abide by them.
8. I/We understand that you may cancel the Selection Process any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the bidders in accordance with the RFP document.
 9. I/We declare that we/any member of the team, are/is not Member of any other bidder applying selection as a Consultant.
 10. I/We certify that in regard to matters other than security integrity of the Country, we have not been convicted by Court of Law or indicted or adverse orders passed by regulatory authority which would cast a doubt on our ability to undertake the Work 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 Government or convicted by a Court of Law for any offence committed by us.
 12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors.
 13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the RTDC and/or the Government of India in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above- mentioned Ropeway Project.
 14. We have paid Bid Processing Charges through Demand Draft/Bankers cheque.
 15. I/We have submitted Bid Security through Bank Guarantee or FDR, which we are submitting as per the mentioned to the office the Deputy General Manager, RTDC Shimla.
 16. I/We agree and understand that the Proposal 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 work for the Ropeway Project is not awarded to me/us or our Proposal is not opened or rejected.
 17. I/We agree to keep this offer valid for 120(one hundred twenty) days from the Bid Due Date specified in the RFP.
 18. A Power of Attorney in favour of the Authorised Signatory to sign and submit this Proposal and documents.
 19. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the format Schedule-II of the RFP and submit requisite Performance Security within 21 days from Letter of Award. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
 20. 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 Selection Process including award of Project.
 21. The Bid is submitted in two envelopes system within prescribed schedule, the Technical Proposal & Financial Proposal shall constitute the Proposal which shall be binding on us.
 22. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms the RFP Document.

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

Yours faithfully,

Date: (Signature, Name and designation of the Authorised signatory)

Place:

Name and seal of Bidder/Lead Member

Note:- *The bidder may strike out the provisions applicable to JV/consortium, if the bidder is not a JV/Consortium.*

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Bidder/ Lead Member

Annex-1 to Appendix I
Details of Bidder

1. Details of Bidder
 - a) Name:
 - b) Country of incorporation:
 - c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Projects:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - i. Name:
 - ii. Designation:
 - iii. Company:
 - iv. Address:
 - v. Telephone Number:
 - vi. E-Mail Address:
 - vii. Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
 - i. Name:
 - ii. Designation:
 - iii. Address:
 - iv. Phone Number:
 - v. Fax Number:
5. In case of a JV/Consortium:
 - i. The information above (1-4) should be provided for all the members of theJV/Consortium.
 - ii. A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.1.9 should be attached to the Bid.
 - iii. Information regarding role of each member should be provided as per table below:

Sl. No.	Name of Member	Role*	Percentage of equity in the JV/ Consortium
1.			
2.			
3.			
4.			

* The role of each member, as may be determined by the Bidder, should be indicated in accordance with Sl. No. 7 at Annex-4B to Appendix-1.

(a) The following information shall also be provided for each member of the JV/Consortium:

Name of Bidder/member of JV/Consortium:

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

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

ANNEX-2A to Appendix I
Technical Capacity of the Bidder @
(Refer to Clauses 2.3.2 of the RFP)

Experience of the Applicant*
(SUMMARY)

S No	Name of Project	Estimated capital cost of Project (Rs cr.)	Consultancy Fee received by the Applicant (Rs Lac)
Eligible Assignments of Road Projects**			
1			
2			
3			
4			
5			

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

Note: The names & Chronology of eligible projects mentioned here should confirm to the project wise details submitted in the form prescribed in Annex-2B to Appendix-I.

This is to certify that the above information has been examined by us on the basis of relevant documents; books of accounts & other relevant information and the information submitted above is as per record and as per details annexed.

Signature, Address, Seal & Membership No. of Chartered Accountant

ANNEX-2B to Appendix I
Technical Capacity of the Bidder @
(Refer to Clause 2.2.2 and 3.1.2 of the RFP)

Eligible Assignments of Applicant

Partial Access Control Road Projects consultancy	
Name of Applicant:	
Name of the Project Consultancy:	
Description of services performed by the	
Applicant firm: Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs cr.):	
Start date and finish date of the Project (month/year):	
Brief description of the Project:	

Notes:

*Use separate sheet for each Eligible Project.

Attach a single page summary containing the brief particular of each project along with certificate from RTDC/client showing the cost and date of award and date of completion of the project.

This is to certify that the above information has been examined by us on the basis of relevant documents; books of accounts & other relevant information and the information submitted above is as per record and as per details annexed.

Signature, Address, Seal & Membership No. of Chartered Accountant

Annex-3 to Appendix I

Financial Capacity of the Bidder
(Refer to Clauses 2.2.3 and 3.2 of the RFP)

Name of Applicant:

Sr. No.	[Financial Year]	Annual Revenue (Rs/US \$ in million)
1	2021-22	
2	2020-21	
3	2019-20	

Certificate from the Statutory Auditor

This is to certify that..... has received the payments shown above against the respective years on account of Consultancy Services.

Name of the audit firm Seal of the audit firm Date

(Signature, name and designation of the authorized signatory)

It should be certified by the statutory auditor

Annex- 4A to Appendix I
Particulars of Key Personnel
(Refer to Clause 2.2.5 of the **RFP**)

S. No	Key Personnel	Name of Key Personnel	Education Qualification	Length of Professional Experience	Present Employment		No of Eligible assignment
					Name of Firm	Responsibility	
1	Team Leader						
2	Ropeway Expert						
3	Structural Engineer						
4	Architect						
5	Estimation Expert						
6	Financial Expert						
7	Legal expert						
8	Fire & Safety Engineer						
9	Environment & Social Expert						
10	Site Engineer						

Annex- 4B to Appendix I
Form for Curriculum Vitae (C.V.) for Proposed Key Personnel Other Professional
(Refer to Clause 2.2.5 of the **RFP**)

1. Proposed Position
2. Name of Personnel
3. Date of Birth
4. Nationality
5. Education Qualification

S. No	Education	College/University	Specialization	Year

6. Employment Record

S. No	Name of Organisations	Designation	Duration	No. of Similar Works done

7. Relevant Project Experience

Name of the Project:
Duration (joining date, leaving date, project status)
Brief Description of Role & Responsibility

Certification

- a. I am willing to work on the project and I shall be available for entire duration of the project assignment as per timeline mentioned in RFP and Project requirement.
- b. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself my qualification and my experience

Place:.....

Signature and name of Authorized Signatory of the Bidder	Signature and Name of the Key Personnel
--	---

Annex- 4C to Appendix I
Proposed Methodology & work Plan and Development of Key Personnel
(Refer to Clauses 2.2.5 and 6.3 of the **RFP**)

The descriptive part of submission under this will be detailed precisely under the following topics.

1) Understanding of Scope of Work/ TOR

The bidder will submit his understanding of the Scope of Work/ TOR specified in the RFP in a brief manner underlying the crucial and important aspects of it. The bidder may supplement various requirements of the TOR if it considers this would bring more clarity and improvements over the existing requirements and assist in achieving the various tasks laid down in the TOR.

2) Approach & Methodology

The bidder will submit its methodology for carrying out this assignment, outlining its approach toward achieving the objectives laid down in the TOR. The bidder will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its Proposal. The bidder should specify the sequence and locations of important activities and provide a quality assurance plan for carrying out the Services.

3) Work Plan

Bidder is required to submit the GANTT CHART for the Project and team mobilization.

4) Further a detailed presentation on aforesaid is required to be submitted in PowerPoint Presentation in pen drive alongwith bid in separate envelope.

(Signature of Authorized Signatory)

Annex 5 to Appendix I
Statement of Legal Capacity

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

Ref. Date:

To,
Deputy General Manager,
Ropeway and Rapid Transport System
Development Corporation H.P. Ltd (RTDC)
U.S. Club, Shimla-1

Dear Sir,

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

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

Thanking you,

Yours faithfully, (Signature, name and designation of the authorized signatory)

For and on behalf of.....

***Please strike out whichever is not applicable.**

Sub: Bid Appointment of "General Consultant for Vetting of DPR, Bid Process Management & PMC for Construction & Implementation of Innovative Urban Transportation (Ropeways) Project in Shimla City on CEN Standards".

APPENDIX II

Bank Guarantee for Bid Security (Refer Clauses 2.27)

B.G. No.

Dated:

1. In consideration of you, *****, having its office at **** (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a company registered under the Companies Act,) and having its registered office at (and acting on behalf of its JV/Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the " Project on (hereinafter referred to as "the Project") pursuant to the RFQ cum RFP dated issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 1.2.4 read with Clause 2.20.1 of the RFQ cum RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Document (including the RFQ cum RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of ₹ ***** (Rupees ***** only) (hereinafter referred to as the "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 Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Document shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding ₹ ***** (Rupees ***** only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Document including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

- 6 The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- 7 In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Document or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- 8 Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- 9 We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
- 10 It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be forceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
- 11 We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
- 12 The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
- 13 For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to ₹ *** crore (Rupees ***** crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before (indicate date falling 180 days after the Bid Due Date)]. Signed and Delivered by Bank

By the hand of Mr./Ms., itsand authorized official.

(Signature of the Authorised

Signatory) (Official Seal)

APPENDIX III
Power of Attorney for signing of Bid
(Refer Clause 2.1.5 of the RFP)

Know all men by these presents, We (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms (name) son/daughter/wife of..... and presently residing at , who is presently employed with us/ the Lead Member of our JV/Consortium and holding the position of , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for qualification and submission of our bid for the "the Passenger Ropeway Project proposed or being developed by the Ropeway and Rapid Transport System Development Authority Corporation HP Ltd. (RTDC) (the "Authority") including but not limited to signing and submission of all Bid s, bids and other documents and writings, participate in Pre- Bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Consultancy Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Consultancy Agreement with the Authority.

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

IN WITNESS WHEREOF WE,, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For
(Signature, name, designation and address)
(Notarised)

Witnesses:

- 1.
- 2.

(Signature, name, designation and address)

Accepted

..... (Signature)
(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostilled certificate.

APPENDIX IV
Power of Attorney for Lead Member of JV/Consortium

(Refer Clause 2.1.6)

Whereas the Development Authority (**RTDC**), ("the **Authority**") has invited Bids from Consultant for vetting of DPR, bid process management and project management consultancy for Construction & Implementation of Innovative Urban Transportation (Ropeways) Project in Shimla City on CEN Standards (the "**Project**").

Whereas,, and (collectively the "JV/Consortium") being Members of the JV/Consortium are interested in bidding for the Project in accordance with the terms and conditions of the RFP and other connected documents in respect of the Project, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s having our registered office at, and having our registered office at, (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S..... having its registered office at, being one of the Members of the JV/Consortium, as the Lead Member and true and lawful attorney of the JV/Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub- delegate) to conduct all business for and on behalf of the JV/Consortium and any one of us during the bidding process and, in the event the JV/Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the JV/Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the JV/Consortium and submission of its bid for the Project, including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the JV/Consortium and generally to represent the JV/Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the JV/Consortium's bid for the Project and/ or upon award thereof till the Consultancy Agreement is entered into with the Authority.

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

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

For.....

(Signature)

.....

(Name & Title)

For.....

(Signature)

.....

(Name &Title)

For.....

(Signature)

..... (Name &Title)

Witnesses:

- 1.
- 2.

..... (Executants)

(To be executed by all the Members of the JV/Consortium)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidder s from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostilled certificate.

APPENDIX V
Joint Bidding Agreement

(Refer Clause 2.1.9)

(To be executed on Stamp paper of appropriate value)

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

AMONGST

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

AND

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

WHEREAS,

- (A) THE Ropeway and Rapid Transport System Development Authority Corporation HP Ltd. (RTDC) (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the Bid") by its Request for Proposal No..... dated(RFP) for qualification and short- listing of bidders for development and operation/ maintenance of Appointment of "**General Consultant for Vetting of DPR, Bid Process Management & PMC for Construction & Implementation of Innovative Urban Transportation (Ropeways) Project in Shimla City on CEN Standards**".The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP and other bid documents in respect of the Project, and
- (B) It is a necessary condition under the RFP that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

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

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act 2013 for entering into a Consultancy Agreement with the Authority and for performing all its obligations as the Consultant in terms of the Consultancy Agreement for the Project.

4. Role of the Parties

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

- a. Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Consultancy Agreement when all the obligations of the SPV shall become effective;
- b. Party of the Second Part shall be the of the Consortium; and

5. Joint and Several Liability

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

6. Shareholding in the SPV

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

First Party:

Second Party:

7. Representation of the Parties

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

- a. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval notal ready obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable

organisational documents thereof;

- (iv) violate any clearance, permit, agreement, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
 - d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

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

9. Miscellaneous

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1. _____
2. _____

Notes:

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

APPENDIX VI

INTEGRITY PACT (Refer Clauses 2.1.5 of the RFP)

Tender No.

This integrity Pact is made atisday of

Between

Ropeway and Rapid Transport System Development Corporation HP Ltd (RTDC), hereinafter referred to as "**The Principal**", which expression shall unless repugnant to the meaning or contract thereof include its successors and permitted assigns.

And

Hereinafter referred toas "The Bidder/Consultant" and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.

Preamble

Whereas, the Principal intends to award, under laid down organizational procedures, contract/s for Appointment of "**General Consultant for Vetting of DPR, Bid Process Management & PMC for Construction & Implementation of Innovative Urban Transportation (Ropeways) Project in Shimla City on CEN Standards**". The Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as Integrity Pact) the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties. Now, therefore, in consideration of mutual covenants stipulated in this pact, the parties hereby agree as follows and this pact witnesses as under:-

Article-1 Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self, or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide

to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- c. The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

Article – 2 Commitments of the Bidder(s)/ Consultant(s)

The Bidder(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (a) The Bidder(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/ Consultant(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s)/ Consultant(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/ Consultant(s) of foreign-origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.
- (e) The Bidder(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- (f) The Bidder(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

- (g) The Bidder(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

Article – 3 Disqualification from tender process and exclusion from future contracts.

1. If the Bidder(s)/Consultant(s), before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Consultant(s) from the tender process.
2. If the Bidder/ Authority's Engineer/ Consultant has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder/ Authority's Engineer/ Consultant for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/ Authority's Engineer/ Consultant and the amount of the damage. The exclusion will be imposed for a minimum period of 6 months and maximum period of 2 years.
3. A transgression is considered to have occurred if the principal after due consideration of the available evidence concludes that "On the basis of facts available there are no material doubts".
4. The Bidder/ Authority's Engineer/ Consultant with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
5. The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Authority's Engineer/ Consultant shall be final and binding on the Bidder/ Consultant.
6. On occurrence of any sanctions/ disqualification etc. arising out from violation of integrity pact, the Bidder/ Authority's Engineer/Consultant shall not be entitled for any compensation on this account.
7. Subject to full satisfaction of the Principal, the exclusion of the Bidder/ Authority's Engineer could be revoked by the Principal if the Bidder/ Authority's Engineer/ Consultant can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article – 4 Compensation for Damages.

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security (equivalent to 1% of Contract Price) apart from any other legal right that may have accrued to the Principal.
2. In addition to 1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Authority's Engineer / Consultant and/ or demand and recover liquidated and all damages as per the provisions of the contract/Consultancy agreement against Termination.

Article – 5 Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti- corruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article-6 Equal treatments of all Bidders/ Consultants/ Subconsultants.

1. The Bidder(s)/ Consultant(s) undertake(s) to demand from all sub-consultants a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders/ Consultants and Subconsultants.
3. The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Article – 7 Criminal charges against violating Bidder(s)/ Consultant(s)/ Sub-consultant(s).

If the Principal obtains knowledge of conduct of a Bidder/ Authority's Engineer/ Consultant or Subconsultant, or of an employee or a representative or an associate of a Bidder/ Authority's Engineer/ Consultant or Subconsultant, which constitutes corruption, or if the Principal has

substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article – 8 Pact Duration

This Pact begins when both parties have legally signed it. (In case of EPC i.e. for projects funded by Principal and consultancy services). It expires for the Authority’s Engineer/ Consultant 12 months after his Defect Liability period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders 6 months after this Contract has been awarded. (Incase of BOT Projects) It expires for the agreement of 24 months after his Consultancy period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by National Highways Logistics Management Limited.

Article – 10 Other Provisions

1. This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the principal, i.e. Shimla, Himachal Pradesh.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Bidder/Authority’s Engineer/Consultant is a partnership or a consortium, this pact must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness: -

(For& on behalf of the Principal)

For & On behalf of Bidder

(Office Seal)
Place
Date

Witness 1 :

Witness 2:

Name:
Address:

Name:
Address:

APPENDIX VII
(To be given in a separate cover as per the RFP)
Letter comprising the Financial Bid
(Refer Clause 2.2.3 and 3.2)

Dated:

To,
Deputy General Manager,
Ropeway and Rapid Transport System
Development Corporation H.P. Ltd (RTDC)
U.S. Club, Shimla-1

Sub: Financial Bid for Appointment of "**General Consultant for Vetting of DPR, Bid Process Management & PMC for Construction & Implementation of Innovative Urban Transportation (Ropeways) Project in Shimla City on CEN Standards**".

Dear Sir,

With reference to your RFP dated, I/we, having examined the Bidding Document and understood their contents, hereby submit Financial Bid for the aforesaid Project. The Financial Bid is unconditional and unqualified. Below is the Consultancy fee quoted by us.

S. No	Name of work	Quoted consultancy amount (In absolute amount)	
		In Figures	In words
1	EOI (Expression of Interest)-cum-Financial Bid for Appointment of " General Consultant for Vetting of DPR, Bid Process Management & PMC for Construction & Implementation of Innovative Urban Transportation (Ropeways) Project in Shimla City on CEN Standards ".		
	GST @ 18%		
	Total		

In witness thereof, I/We submit this Financial Bid under and in accordance with the terms of the RFP and the Bidding documents.

Your faithfully

Signature, name and designation of the Authorised Signatory

Date:

Place

Name and seal of Bidder / Lead Member

SCHEDULES

DRAFT AGREEMENT
General Consultant for Vetting of DPR, Bid Process
Management & PMC for Construction & Implementation of
Innovative Urban Transportation (Ropeways) Project in
Shimla City on CEN Standards

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Schedule – I: Format of Agreement

(To be executed on non-judicial stamp paper of Rs 100 with the Successful Bidder)

General Consultant for Vetting of DPR, Bid Process Management & PMC for Construction & Implementation of Innovative Urban Transportation (Ropeways) Project in Shimla City on CEN Standards

This agreement (hereinafter called the "Agreement") is made on the..... day of the month of

BY AND BETWEEN

Ropeways and Rapid Transport System Development Corporation H.P. Limited (RTDC), having its Registered Office at US Club, Shimla-171001 Himachal Pradesh, India (hereinafter referred to as the "RTDC" or "Authority"), which expression shall unless the context otherwise specifies, be deemed to mean and include its successors and permitted assigns) OF THE FIRST PART represented by its authorised signatory;

AND

M/s.....having its Registered Office at..... (hereinafter referred to as the "Second Party" or the "Consultant") which expression shall, unless repugnant to meaning or context thereof, be deemed to include successors and permitted assigns) OF THE SECOND PART.

That the **First Party** and the **Second Party** are collectively referred to as the '**Parties**'.

Whereas the First Party is desirous for Vetting of DPR, Bid Process Management and Project Management Consultancy for Construction & Implementation of Innovative Urban Transportation (Ropeways etc.) Project in Shimla City in Himachal Pradesh and has invited tenders describing the Work to be done by the Consultant.

WHEREAS

- A. The Authority vide its E-Tender (Tender ID: _ _) invited proposals for General Consultant for Vetting of DPR, Bid Process Management & PMC for Construction & Implementation of Innovative Urban Transportation (Ropeways) Project in Shimla City on CEN Standards (hereinafter called the "Consultancy" or "Project", as the case may be);
- B. The Consultant submitted its proposals for the aforesaid work in respect of project, whereby the Consultant represented to the Authority that it had the required technical skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the Tender Document and this Agreement; and
- C. The Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the "LOA"); and
- D. in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a) **"Agreement"** means this Agreement, together with all the Annexes;
- b) **"Agreement Value"** shall have the meaning set forth in Clause 6.1;
- c) **"Applicable Laws"** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- d) **"Authority"** means Ropeways and Rapid Transport System Development Corporation H.P. Limited (RTDC);
- e) **"Confidential Information"** shall have the meaning set forth in Clause 3.3;
- f) **"Conflict of Interest"** shall have the meaning set forth in Clause 3.2 read with the provisions of Tender Document;
- g) **"Dispute"** shall have the meaning set forth in Clause 9.2.1;
- h) **"Effective Date"** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- i) **"EMD"** means Earnest Money Deposit or Bid Security;
- j) **"Government"** means the Government of India;
- k) **"INR, Re. or Rs."** means Indian Rupees;
- l) **"Party"** means the Authority or the Consultant, as the case may be, and Parties means both of them;
- m) **"Personnel"** means persons hired by the Consultant as employees or retainers and assigned to the performance of the Services or any part thereof;
- n) **"Resident Personnel"** means such persons who at the time of being so hired had their domicile inside India;
- o) **"RFQ cum RFP"** means the Request for Quotations cum Proposals along with Tender document in response to which the Consultant's proposal for providing Services was accepted;
- p) **"Services"** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto; and
- q) **"Third Party"** means any person or entity other than the Government, the Authority, the Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFQ cum RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and shall be complementary to one another:

- a. Agreement;
- b. Annexes of Agreement;

- c. RFQ cum RFP;
- d. Technical Bid submitted by the Selected Bidder;
- e. All amendments / corrigendum and pre-bid replies;
- f. Clarifications sought by the Authority and clarifications submitted by the Selected Bidder and
- d. Letter of Award

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and Courts situated at Shimla (Himachal Pradesh) shall have exclusive jurisdiction over matters in the event of any disputes, arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.9 or to such other person as the Consultant may

from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number/address as the Consultant may from time to time specify by notice to the Authority;

- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.9 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city (Shimla) as the Authority's office, it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or email, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The Services shall be performed at the offices of the Authority in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

1.9 Authorized Representatives

- 1.9.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.9.
- 1.9.2 The Authority may, from time to time, designate one of its officials as the Authority Representative unless otherwise notified, the Authority Representative shall be: Mr./ Ms.....
- 1.9.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be: Mr. / Ms.....

1.10 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "**Effective Date**").

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 30 (thirty) days from the date of issuance of award letter, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to Commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 1 (one) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Consultant shall be deemed to have accepted such termination. Further, EMD submitted by the consultant will be forfeited and in addition, RTDC reserves its right to debar the successful bidder for further participation in the tenders invited by RTDC for a period of one (01) Year from the date of such debarment.

2.4 Expiry of Agreement

The Contract Period of consultancy assignment shall be from the date of commencement of services, unless extended by Authority (RTDC) in writing.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1 above, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties and duly executed by persons especially empowered in this behalf by the respective Parties.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include
 - (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor
 - (ii) any event which a diligent Party could reasonably have been expected to both
 - (A) take into account at the time of the conclusion of this Agreement,
 - (B) avoid or overcome in the carrying out of its obligations hereunder, and
 - (C) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the period of disruption due to Force Majeure and the agreed time between the Parties to re-assimilate man and machine.

2.7.5 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

- (i) The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services;
- (ii) provided that such notice of suspension
- (iii) shall specify the nature of the breach or failure, and
- (iv) shall provide an opportunity to the Consultant to remedy such breach
- (v) or failure within a period not exceeding 15 (fifteen) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the Authority:

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

- (h) Authority shall pay the bidder up to the last milestones achieved, as per the specified payment schedule.

By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty- five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or;
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.2 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except

- (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination;
- (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; and
- (iii) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

2.9.3 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

2.9.4 Payment upon Termination.

Upon termination of this Agreement pursuant to Clauses 2.9.1 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments

any amount that may be due from the Consultant to the Authority):

- (a) fee pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (b) except in the case of termination pursuant to sub-clauses (a) to (e) of Clause 2.9.1 hereof (**Termination by the Authority**), reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement.

2.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to dispute resolution through mediation or arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices into implementation under requisite safety and CEN standards and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

3.1.2 Scope of Work

The scope of Services to be performed by the Consultant is specified in the **Scope of Work** (the "**SOW**") at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that Personnel and agents of the Consultant comply with the Applicable Laws.

3.2 Conflict of Interest

- 3.2.1 RTDC requires that the Applicants/Consultant provides professional, objective and impartial advice and at all times hold paramount the interests of RTDC for the consultancy services are provided, strictly avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Applicants and/or the Selected

Applicants shall not accept or engage in any assignment that would be in conflict with, or that may place it in a position of not being able to carry out the assignment for which it has been engaged.

3.2.2 Consultant not to benefit from commissions, discounts, etc.

The payment of the Consultant pursuant to Term of Payment herein below shall constitute the Consultant's sole payment in connection with this RFP or the Services and, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this RFP or to the Services or in the discharge of their obligations hereunder, and the Consultant shall ensure that the Consultant (including its experts and sub-consultants) or its affiliates or associates or members as well as their personnel and agents of either of them shall not receive any such additional remuneration.

3.2.3 Prohibition of Conflicting Activities, Assignments and Relationships

- i. The Consultant shall not engage, and shall cause their experts and sub-consultants, affiliates or associates or members and their Personnel and agents not to engage, either directly or indirectly during the term of this RFP, any business or Professional activities in the state of Himachal Pradesh which would conflict with the activities assigned to them under this RFP.
- ii. The Consultant (including its experts and sub-consultants) or its affiliates or associates or members engaged by RTDC to provide services on this Project shall be disqualified from providing services of review of DPR, bid process management and project management consultancy under this project and on implementation. Conversely, the Consultant (including its experts and sub-consultants) or its affiliates or associates or members are selected to provide consultancy services for the preparation or implementation of the Project shall be disqualified from subsequently providing goods or works or any consultancy services resulting directly or indirectly related for such preparation or implementation.
- iii. The Consultant (including its experts and sub-consultants) or its affiliates or associates or members shall not be engaged for any assignment that by nature may be in conflict with another assignment of the Consultant for the same for another procuring entity/ Authority.
- iv. The Consultant (including its experts and sub-consultants) or its affiliates or associates or members shall not be allowed to review any documents or reports prepared by its affiliate or member or associate or sub-consultant or expert for the same Project.
- v. The Consultant (including its experts and sub-consultants) or its affiliates or associates or members that has close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in any part of (i) preparation of terms of reference for the assignment; (ii) selection process for the contract; or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and execution of the contract.

- 3.2.4 The Consultant (including its experts and sub-consultants) or its affiliates or associates or members as well as their personnel and agents of either of them shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive

practice (collectively "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall, without prejudice to the Authority's any other rights or remedy hereunder or in law, forfeit and appropriate the Bid Security/ Security Deposit as genuine, pre-estimated compensation and damages payable to the RTDC towards, *inter-alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

3.2.5 Without prejudice to the rights of the Authority under Clause 3.2 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP of RTDC issued by RTDC during a period of three (03) years from the date the Consultant is notified to this effect of debarment. Further, in such an event, RTDC shall, without prejudice to its other rights or remedies, forfeit and appropriate EMD/ the Security Deposit, as genuine, pre-estimated compensation and damages payable to RTDC for, *inter alia*, time, cost and effort of RTDC, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

3.2.6 For the purposes of Clauses 3.2 above, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "**corrupt practice**" means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
- (b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or

performance of its obligations by the Authority under this Agreement;

- (d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

- 3.3.1 Information relating to the examination, clarification, evaluation and recommendation for the short-listed Applicants shall not be disclosed to any person not officially concerned with the Selection Process. RTDC will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence.
- 3.3.2 RTDC shall not divulge any such information unless it is ordered to do so by any authority pursuant to applicable law or order of a competent court or tribunal, which requires its disclosure.
- 3.3.3 All documents and other information supplied by RTDC or submitted by an Applicant shall remain or become, as the case may be, the property of RTDC. RTDC will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 3.3.4 The Consultant, its Personnel shall not, either during the term or within three years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Personnel or either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Personnel or becomes a part of the public knowledge from a source other than the Consultant, its Personnel;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Personnel shall give the Authority, prompt

written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Personnel, as is reasonable under the circumstances; provided, however, that the Consultant or Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 Consultant's liability towards RTDC: The Consultant shall be liable to RTDC for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 In case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to RTDC's property, shall not be liable to RTDC.

i) For any indirect or consequential loss or damage; and

ii) For any direct loss or damage that exceeds (A) the Agreement Value set forth in Agreement, or (B) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (A) or (B) is higher.

This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.

3.4.4 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.5 Consultant's actions requiring the Authority's prior approval

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

(i) Appointing such members of the professional personnel as are not listed in Annex- 2;

(ii) Any other action that is not specified in this Agreement.

3.6 Reporting obligations

3.6.1 The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.7 Documents prepared by the Consultant to be property of the Authority

3.7.1 All reports and other documents (collectively referred to as "**Consultancy Documents**") prepared by the Consultant (or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of

which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

3.7.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.7.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "**Claims**") which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.8 Materials furnished by the Authority

Materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority.

3.9 Accuracy of Documents

The Consultant shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey/ investigations.

4. CONSULTANT'S PERSONNEL

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

The designations, names and other particulars of each of the Consultant's Key Personnel required in carrying out the Services are described in Annex-2 of this Agreement.

4.3 Approval of Personnel

- 4.3.1 The Key Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Key Personnel shall be engaged without prior approval of the Authority.
- 4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Form 5 of Appendix- I of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4 Replacement of Key Personnel

- 4.4.1 Except as RTDC may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications. Change in Key Personnel to be deployed for project should be submitted to RTDC for approval before deployment.
- 4.4.2 The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
- 4.4.3 Consultancy team shall consist of the minimum Key Personnel specified at clause 2.1.7 of the RFP and shall deploy additional staff(s) such as experts/ specialists and managerial/ support staff to be deployed either at project site or offsite, without any additional cost to RTDC, such that the Consultant should be able to complete the consultancy successfully within the time schedule specified in Scope of Work (SOW).

4.5 Team Leader

The person designated as the Team Leader shall be responsible for the coordinated, timely and efficient functioning of the Personnel.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to provide the Consultant, its Personnel with work permits and other approvals and such other documents as may be necessary to enable the Consultant, its Personnel to perform the Services unhindered;

5.2 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on the time extension, as may be appropriate, for the performance of Services.

5.3 GST and Other Taxes

The agreement value is inclusive of all taxes, duties, cess, fee, royalty charges, etc. levied

under any statute, but excluding GST. GST shall be borne by the Authority.

5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE CONSULTANT

6.1 Agreement Value

Except as may be otherwise agreed under Clause 2.6 the payments under this Agreement shall not exceed the agreement value specified herein (the "**Agreement Value**"). The Parties agree that the Agreement Value is Rs. (Rs.).

6.2 Currency of payment

All payments shall be made in Indian Rupees.

6.3 Mode of Billing and Payment

- (a) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the "**Due Date**").
- (b) The final payment under this Clause 6.3 shall be made only after the final Deliverable shall have been submitted by the Consultant and accepted by the Authority.
- (c) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 03 (three) years after receipt by the Authority of a final report and in accordance with contractual provision.
- (d) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

While submitting the documents to BG issuing bank, the successful bidder to also submit letter to the issuing bank as per format provided in Schedule - III

Along with the original BG document, successful bidder to attach copy of SFMS BG confirmation message sent by the BG issuing bank to HDFC bank.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/ variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of the Agreement Value.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.5% (half percent) of contract value per week of delay or lesser amount as decided by competent authority subject to maximum of 10% (ten percent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Security Deposit or otherwise. However, in case of delay suitable extension of time may be granted, subject to approval by RTDC.

7.2.3 Encashment and appropriation of Security Deposit

The Authority shall have the right to invoke and appropriate the proceeds of the Security Deposit, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in Clause 7.2.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

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

8.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause 8.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute Resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties,

and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the Arbitration RTDC set forth in Clause 9.3.

- 9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Arbitration

- 9.3.1 Any Dispute which is not resolved amicably, as provided in Clauses 9.1, 9.2 and 9.3, shall be finally decided by reference to arbitration by a Sole Arbitrator appointed in accordance with Clause 9.3.2. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended from time to time). The place of such arbitration shall be Shimla (Himachal Pradesh) where the Authority has its headquarters and the language of arbitration proceedings shall be English.
- 9.3.2 There shall be a sole arbitrator whose appointment shall be made by Chairman/ Member of the RTDC.
- 9.3.3 The arbitrator shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 9.3.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

10. SET-OFF CLAUSE

In the event of a default or breach in payment of license fee or interest amount or any other amount due with the licensee of whatever nature as per the provision of this contract, RTDC is hereby authorized to adjust such amount from time to time to the fullest extent, with prior notice of 7 (seven) days to the licensee, by set-off and apply any or all amount at any time held with RTDC as security deposit or bank guarantee or any other amount as part of this contract or from any other expired/closed/terminated contracts of licensee with RTDC. This is without prejudice to any rights and remedies available with RTDC to recover the dues from licensee as prescribed by Law.

Explanation 1 – For the purposes of this agreement, set-off means adjustment of any outstanding due(s) of Licensee, with any amount in form of BG/SD or otherwise, held by RTDC in relation to any other agreement, at any RTDC premises.

Explanation 2 – Outstanding dues shall mean and include any amount accrued/due against the licensee under this or any other agreement at any of RTDC premises.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of Consultant:

(Signature)

(Name) & (Designation)

(Designation) (Address)

In the presence of:

1.

SIGNED, SEALED AND DELIVERED

For and on behalf of Authority

(Signature)

(Name) &

(Address)

2.

Annex- A Scope of Work

1. Project title: RFP (Request for Proposal) for Selection of General Consultant for Vetting of DPR, Bid Process Management and Project Management Consultancy for Construction & Implementation of Innovative Urban Transportation (Ropeways etc.) Project in Shimla City in Himachal Pradesh.

2. Aims and Objectives:

The State Govt. of Himachal Pradesh envisages an integrated and holistic approach to develop tourism across the State in a comprehensive and sustainable manner. The objectives of consulting Services are as follows:

a) To promote and enhance the tourism and transportation in the State by participation of developer in the development of tourist locations, products and services through capacity building, leading to the empowerment and upliftment of the socio-economic status of the communities.

b) To ensure high standards of quality assurance in the execution of work and completion of work within stipulated time period.

c) Comprehensive supervision of project implementation activities carried out by the developer to ensure complete compliance with the drawings, technical specifications and various stipulations contained in the Consultancy Agreement.

d) Efficient project management consultancy by personnel who are experienced in modern methods of supervision and contract management.

e) Act independently and on behalf of RTDC to review all activities associated with development to ensure compliance of requirements of Consultancy Agreement in order to have a sound Ropeway Project.

3. Total Consultancy Fee: The total consultancy fee will be Rs...../-
(Rupees.....only) plus GST.

4. Scope of work:

4.1 Scope of Services (Terms of Reference):

RTDC seeks the services of the General Consultant for Vetting of DPR, Bid Process Management & PMC for Construction & Implementation of Innovative Urban Transportation (Ropeways) Project in Shimla City on CEN Standards. The scope of services is given below:

4.1.1 Phase I – Vetting of Detailed Project Report (DPR)

- i. Review of the DPR prepared by the Technical Consultant appointed by the RTDC
- ii. Verification and Analysis of the various assumptions, parameters and data applied for Technical and financial details in the DPR;

- iii. Suggest any additional parameters required for the DPR including all details, design criteria for the ropeway equipment and the complete system having specification as per the CEN Standards including drawings, reports etc., wherever required;
- iv. Suggest any changes required in the sections of the DPR with the reasoning and detailing whenever required, especially on safety and conformance;
- v. Prepare list of statutory clearances required from various Authorities like environment, forest, NHAI, Fire, Electric, water-works, etc.
- vi. Prepare an Executive Summary of the DPR;
- vii. To prepare deliverables for vetting of DPR.

4.1.2 Phase II: Bid Process Management

- (a) Preparation & submission of composite tender (RFP & EPC Agreement documents including Civil & Electro-mechanical components of EPC mode on the basis of CPWD Manual):

The RFP and EPC Agreement shall have robust contractual framework defining relationships among the various stakeholders, the RTDC, lenders etc. and ensure the correct assignment of risks, duties and rewards.

The RFP and EPC Agreement should contain, inter-alia, the following:

- a) Notice Inviting Tenders (NIT)
- b) Form of Tender
- c) Brief description and schedule of Bidding process
- d) Instructions to Bidders
- e) Evaluation of Technical and Opening & evaluation of Financial Bids
- f) Scope of the Project
- g) Obligations of the Authority and the Contractor
- h) Representations and Warranties of the Authority and the Contractor
- i) Right of way
- j) Design and Construction of the Project
- k) Quality Assurance, Monitoring and Supervision
- l) General Conditions of Contract
- m) Special Conditions of Contract
- n) Technical Specifications
- o) Bill of Quantities (wherever required)
- p) Tender Drawings.
- q) Form of Contract.
- r) Pre-qualification documents
- s) Pre-qualification criteria
- t) SHEQ (Safety, Health, Environment and Quality) document
- u) Completion Certificate
- v) Change of Scope
- w) Training
- x) Maintenance and supervision and Monitoring during maintenance
- y) Defects Liability
- z) Financial Covenants
- aa) Insurance, Force Majeure
- bb) Assignment, Liability and indemnity, dispute resolution

cc) Miscellaneous

- d) Management of Bidding Process & selection of successful bidder: This includes drafting of short News Paper Advertisement, pre-marketing, clarification to prospective bidders, arranging Pre-Bid Meeting, Preparation of Clarifications to the queries, ensuring CEN Standards equipment suppliers, evaluations of Technical and Financial Proposals.
- e) Assisting RTDC in the issuance of Letter of Intent & Award to the successful Bidder and RTDC.

4.1.3 Phase III: Project Management Consultancy (PMC) for Construction & Implementation of Project

A. Construction Supervision

- i. Testing and inspection to be carried out mainly based on the technical and procedural standards of the CEN or equivalent code.
- ii. Monitoring & Inspection of Geo-investigations, ropeway substructure work as per design & drawings on relevant standards, all ropeway related electrotechnical equipment at work site as per design & drawings on related standards, erection of complete Ropeway equipment, commissioning, testing as per safety standards & anticollision devices and testing of evacuation equipment practically as per SOP. The reports of inspections at various stages be submitted to RTDC.
- iii. Coordination with Design team
- iv. Construction Supervision, Monitoring and Coordination
- v. Conduct daily review of works and site progress and prepare periodic reports (WPR)
- vi. Ensuring compliance to Environment and Social Management Framework (ESMF) including the EMPs and applicable laws pertaining to environment protection, labour welfare, and other national laws and rules.
- vii. Liaise and coordinate with relevant authorities to remove all obstacles and encumbrances from the project site, including utility relocation and tree cutting, as required.
- viii. Safety plans and training requirement.

B. Quality Check & Assurance during Execution Phase

- i. Check and control of the quality of the execution of the ropeway on site, monitoring of the time schedule. This phase will include the following items:
- ii. To monitor contractor's supervision of the construction activities as per predetermined inspection test plan
- iii. Quality planning and quality assurance
- iv. Quality check and final approval of the ropeway foundations
- v. Quality check of the foundation reinforcement steel bars and concrete material
- vi. Check for the correct position of all anchor frames and foundations positions
- vii. To review the proposed construction schedules periodically updated by contractors and get it approved from RTDC
- viii. To review and approve contractors' method statement, erection procedures & work plans

- ix. To monitor quality of the work being executed through good engineering practices.
- x. Spot checking quality of materials and workmanship on site
- xi. Propose quality control safety procedures and norms
- xii. Presence for critical tests and inspections (on site and off site)
- xiii. Development of manuals related to Project, like QA/QC procedures, audit plan
- xiv. Include development and implementation of IT based project monitoring system (PMS)
- xv. On-line payment to the contractors after verification and measurement by the General Consultant.

C. Measurement of work

- i. Checking measurement of works at site in full, verification of bills and submitting the same to RTDC along with quality assurance certificate to that effect and per payment milestone completed giving complete details of item wise qualities executed at site
- ii. To assist the Ropeways and Rapid Transport System Development Corporation (RTDC), Shimla, is arriving at any cost variation and its impact on design during construction stage (if any), related to drawing & design
- iii. Recommend and review proposed designs/ drawings for temporary works
- iv. Inspection of all the developer's safety measures, including labour welfare, notifies immediately both the Employer and Developer of any infringement or violation
- v. Maintaining record and details of various correspondence and diaries in the formats approved/specified by the RTDC.
- vi. Proper monitoring/progress of work and implementation of the Ropeway Project through computer aided management techniques
- vii. Preparing regular Project Progress Reports and Completion Reports and developing and implementing of IT based measurement books and project monitoring system (PMS)
- viii. Developing and maintaining management information system (MIS), payment certifying system, computer aided project management techniques

D. Post award assistance services

- i. Assisting authority in any other submissions required as part of standard guidelines to various govt. agencies for information / approvals (if any).
- ii. Assistance during Conditions Precedent Period as per agreement. Authority related to the scope of work of the Authority in the EPC Agreement, support in follow-ups with the Contractor, etc. During this period, the Key Personnel of the Consultant may be called upon by the Authority to advise on matters related to the EPC Agreement, if any.
- iii. Preparation of Tender documents for the selection of Independent Engineer for the project.
- iv. Bid Process Management for selection of Independent Engineer
- v. Bid meetings, replying to pre-bid queries and modification of Bid Documents. Further, Consultant needs to submit the bid evaluation report. Assistance till selection of Independent Engineer
- vi. The Consultant shall provide such other advice and assistance as may be necessary and incidental to the Services and as may be requested by the Authority in respect of the Project, including but not limited to attending meetings, conferences and

discussions with the Authority, and shall otherwise advise on and assist the Authority on the diverse commercial issues that may arise from time to time. The Consultant shall provide advice relating to financial, technical, legal and regulatory issues arising from or during the course of the bidding process and the documents relating thereto

- vii. The Consultant will deploy adequate professionals with requisite qualification on full-time basis with the Authority to provide assistance during the Conditions Precedent period. The deployment shall begin from the date of signing the EPC Agreement with the Contractor to the date of completion of the Conditions Precedent period of the EPC Agreement or as a period decided by the Authority. The assistance will include support in all activities related to the scope of work of the Authority in the EPC Agreement, support in follow-ups with the Contractor, etc. During this period, the Key Personnel of the Consultant may be called upon by the Authority to advise on matters related to the EPC Agreement, if any.

E. Time Management

- i. Preparation of master schedule
- ii. Review Weekly and Monthly progress
- iii. Coordination for design modifications with Client and advise on cost implications
- iv. Check and track all long lead items for procurement of material, equipment etc.

F. Cost Management and Contract Administration

- i. Preparation and monitoring of detailed project budget
- ii. Monitoring monthly Project Cost- Planned vs Actual
- iii. Certification and approval of invoices for payments
- iv. Review rate analysis of extra items
- v. Tracking changes and variations in cost.
- vi. Collection and Management of all contract documents

G. Post Construction Phase

- i. Verification of work upon completion and joint inspection for handover
- ii. Checking of "as built" drawings and other handing over documents
- iii. Review of Final account and closure
- iv. Inspection of snag / punch lists and Closure
- v. Coordinate with Contractor for training to the Client
- vi. Prepare project close out report
- vii. Final Testing of Ropeway with dummy weights for complete cycle and duration as per applicable global standard and issue of Commissioning Certificate as per CEN Standards by qualified and Certified Engineer/Agency.

H. Cost Management

a) Pre - Tender Phase

- Initial budgetary estimate
- Preliminary cash flow
- Identification of items for advance purchase
- Value Engineering Preparation of procurement strategy Advise on the financial effects of advance purchase or advance orders

b) Tendering and Procurement Phase

- Procurement strategy — packages, tendering and contracts
- Cost monitoring against design progress
- Preparation of contract documentation
- Preparation of standard and consistent BOQ
- Tender review and analysis
- Preparation of Letter of Intent and Contract
- Preparation of formal contract documents for circulation

c) Construction Phase

- Cost control and administration
- Change management strategies
- Progressive cost plan and monitoring of cost
- Monthly project cost report
- Measurement Certification and Material reconciliation
- Standard procedures for progress payments
- Claim management
-

d) Project Closure Phase

- Preparation of final accounts
- Financial and contractual closure

I. Training and Capacity Building

- i. Developing a program for training and capacity building for RTDC engineers, other staff and consultants on the Project;
- ii. Organising training by General Consultant at the Site on the Project / Contract and the technology – 5(five) batches of 10 Nos. each
- iii. Facilitate separate training after post commissioning on operation & maintenance (O&M) of the Ropeway System with handholding by the Equipment supplier for at least 3 months
- iv. Facilitate a site visit of a a running Ropeway System for exposure to RTDC Team on O&M aspects.

J. Miscellaneous Works

- i. Interact with funding agency and RTDC officials during project discussions and assist in conducting the meetings.
 - ii. Implement agreed actions between funding agency and RTDC as part of various reviews and implementation support missions.
 - iii. Monitor disbursement with respect to the projections and keep track of overall expenditure for the purpose of reporting to RTDC and funding agency
 - iv. Prepare various progress reports for the project as required by the funding agency (please give a background under the Project that RTDC will apply for funding with MDBs)
 - v. Follow up in regard to the compliance of observations raised by Internal and External Auditors
 - vi. Prepare Terms of Reference and define the scope of services and procuring additional support as required during project implementation to implement consultants' own recommendations as well as the actions emerging from various reviews and feed-back information.
- Any other managerial support deemed necessary to support RTDC during the course of implementation of the project that could be accommodated by the PMC without deploying additional manpower and incurring additional costs, to ensure effective implementation of new initiatives of the Government and funding agencies.

Please note: The above are not exhaustive but indicatives only. The responsibility will be on the General consultant to ensure smooth functioning during erection & installation upto final commissioning of the Ropeway.

6.3.4. General

- i. Administering the Agreement (EPC) during construction period and ensuring that the quality of the works is in accordance with contractual specifications as specified in the Consultancy Agreement;
- ii. Recommending/suggesting modifications in the developer's work program etc.;
- iii. Monitoring progress of the works, identify causes, or potential causes, of any delay and advise RTDC of suitable corrective actions in a timely manner;
- iv. Helping in the matters related to dispute, the appeal of dispute litigation relating to the works whenever required;
- v. Preparing the following reports on the formats and content as acceptable to the RTDC;
 - a) Submission of Inception Report within 15 days of commencement of Services.
 - b) Submission of a brief monthly progress report, which should be limited to 5 pages and be submitted within 7 days of the end of each month, 4 copies to be submitted to RTDC.
 - c) Preparation of a quarterly report, to be submitted within 14 days of the end of each quarter. Quarterly reports should include description of project activities illustrated by progress/ completion photographs and status of any delays and contractual claims, 4 copies to be submitted to RTDC.

Please note: The above are not exhaustive but indicatives only.

6.3.5. Environment Management Plan (EMP)

The Consultant will be responsible and ensure that the developer maintains all the EMP as per contractual clauses.

6.3.6. Quality Control

During the inception for first quarter and subsequently at the beginning of each quarter an audit plan will be prepared in consultation with RTDC. Each site shall be audited at least once during each stage of work and for certification of compliance of reported non-compliances. The audit plan would be updated quarterly and may be revised on the basis of findings of the audits conducted in the preceding quarter.

6.3.7. Reporting

- i. The Consultants will submit all the reports to RTDC as per specified timelines.
- ii. Field visits, which shall be an ongoing activity, shall be undertaken as per the audit strategy finalized. Audit reports would be prepared once a month covering the sites visited, and submitted within 3 days of completion of the month. Status and progress of work, audit opinion, status of compliance to earlier observations, critical issues, and follow-up actions. Any critical issues needing stoppage of work need to be reported immediately to the RTDC, through different means (telephone, SMS, e-mail, fax etc.). In addition to the site level reports, consolidated reports would be submitted every quarter compiling the findings in the site reports, summary audit opinion, corrective actions of works and issues etc. The Consultant may be also required to make presentations on audit findings at the designated forums as and when required by the client.

- iii. Annual review report would be submitted at the end of financial year and a final review report would be submitted at the end of the Ropeway Project/ this consultancy assignment. The monthly, quarterly annual and final review reports should also include good practices and lessons learnt with regard to quality systems and ESMF (Environmental and Social Management Framework) implementation.
- iv. In addition, the Consultant will comply with any other reporting requirements as agreed in the Project Inception Reports on non-compliances are to be transmitted immediately (on real time basis through email other means) and the communication be simultaneous to the concerned engineer, line department and RTDC.
- v. Consultant would facilitate the RTDC in uploading the Site Visit reports, audit findings, suggested corrective action, status of completion of corrective action etc. in the project monitoring system.

6.3.8. Scope not exhaustive

The scope of Services specified in the above Paragraphs is not exhaustive and the Consultant shall undertake such other tasks/works as may be directed by RTDC and required/necessary for the successful completion of the Ropeway Project.

7. Deliverables and Timelines

Sr. no.	Deliverables	Timeline
1	Vetting of DPR – Scrutiny of existing DPR (to be provided by RTDC) and Technical vetting of system design & Technology proposed, by the CEN Standar Expert	
A	Review and supplement the details given in DPR	T + 15 days
B	Submission of Inception Report for RTDC comments	T + 28 days
C	Incorporating the comments from RTDC	T + 35 days
D	Submission of Final report	T + 50 days
2	Bid Process Management	
A	Preparation of RFP and other related documents	T + 80 days
B	Preparation of RFP for newspaper advertisement-upto the publication stage	
C	Submission of bid evaluation report	Within 10 days from opening of bid
D	EPC Agreement for signing between RTDC, and the Selected Bidder	30 days from the letter of Award

3	Project Management Consultancy	5 years of construction period or for the construction period as per RFP of the development of Ropeway project, if it is higher
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T= Date of signing of Agreement

8. Payment Terms:

8.1 The bidder shall quote lump sum fees for the Scope of Work as indicated, in the Financial Proposal.

8.2 The payment^{\$} schedule shall be as follows:-

Sl. no.	Deliverables	Payment (%) of Total Amount
1	Submission of executive summary of DPR	5%
2	Submission of Vetting report and finalization of DPR with the	
3	Submission of requisite documents to GOI/NBD	10%
4	Bid Process Management	15%
5	Selection of bidder, Final approval for VGF and signing of	10%
6	Clearance and other necessary approval from the various department for the project	20%
7	Project Management Consultancy	40% [#]

RTDC reserves the right to foreclose the Agreement at any stage by giving one-month notice in case the performance is not yielding results. In that case no further payment shall be paid to the Consultant for remaining stages of the Work and no claim of this account shall be entertained.

Billing of Project Management Consultancy during the construction period shall be as under:

- 1. 10% on achievement of compliance date/completion of Conditions precedent.**
- 2. 20% in equal quarterly instalments during construction period.**
- 3. 10% on commercial operation date of project.**

The Project Management Consultancy payments shall be released by RTDC.

\$ The invoice shall be considered for payment only after acceptance of deliverable by RTDC.

9. Performance Security :

- a. The Selected Bidder has furnished 5% of the Contract Value as Performance Security by way of Bank Guarantee as per the format given at Schedule II of the RFP . The Performance Security shall be valid until 60 (sixty) days after Construction Period. The Bid Security of Rs. 20,00,000/-

(Rupees Twenty Lakh only) submitted by the Consultant has been returned on receipt of Performance Security.

b. Forfeiture of Performance Security :

The Performance Security shall be retained by RTDC till all obligations under this Contract Agreement are fulfilled by the Consultant and the same shall be paid within 30 days of full & final payment by RTDC. However, the entire Performance Security shall be forfeited in case of non-performance or non-completion of work as per the terms and conditions stipulated in the Contract Agreement.

10. Validity of Rates:

The rates quoted by the Consultant shall remain firm till the completion of Work. No increase in rates/variations for any reason whatsoever shall be entertained under any circumstances.

Annex-2: Deployment of Key Personnel

1. Key Personnel:

The Consultancy Team shall consist of the following key personnel (the "Key Personnel") who shall discharge their respective responsibilities as specified below:

Sl. no.	Positions	Name
1	Team Leader	
2	Ropeway Expert	
3	Structural Expert	
4	Architech	
5	Estimation Expert	
6	Financial Expert	
7	Legal Expert	
8	Fire & Safety Expert	
9	Environment & Social Expert	
10	Site Engineer	

2. Replacement of Key Personnel

- i. Except as RTDC may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications. Change in Key Personnel to be deployed for project should be submitted to RTDC for approval before deployment. ii. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
- ii. Consultancy team shall consist of the minimum Key Personnel specified at clause 2.2.5 of the RFP and shall deploy additional staff(s) such as experts/ specialists and managerial/ support staff to be deployed either at project site or offsite, without any additional cost to RTDC, such that the Consultant should be able to complete the consultancy successfully within the time schedule specified in Scope of Work (SOW)

Schedule - II

Bank Guarantee for Performance Security

B.G. No

Dated:

In consideration of Ropeway and Rapid Transport System Development Corporation HP Ltd. (herein, after referred as the "RTDC"), which expression shall unless repugnant to the context or thereof includes its successors, administrators and assigns) having awarded to M/s, having its office at(herein after referred as the "Consultant" which expression shall, unless repugnant the context or meaning thereof include its successors, administrators, executors and assigns), vide the Agreement no..... Dated....., Valued Rs.....(Rupees.....), (hereinafter referred to as the "Agreement") for Selection of Consultant for Vetting of DPR, Bid Process Management and Project Management Consultancy for construction & implementation of Innovative Urban Transportation (Ropeways) Project in Shimla City in Himachal Pradesh, and the Consultant having, agreed to furnish a Bank Guarantee amounting of Rs..... (Rupees.....), to the Authority for performance of its obligations under the said Agreement.

- i. We,(herein after referred as the "Bank") at the request of the Consultant do hereby undertake to pay to the RTDC an amount not exceeding Rs..... (Rupees.....) against any loss or damage caused to or suffered or would be caused to or suffered by the RTDC by reason of any breach by the said consultant of any of the terms or conditions contained in the said Agreement.
- ii. 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 a demand from the RTDC stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the RTDC by reason of breach by the said consultant of any terms or conditions contained by the 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 Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....).
- iii. We,.....(indicate the name of Bank) undertake to pay to the RTDC any money so demanded 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 bond 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.
- iv. 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 RTDC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RTDC 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. 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, we shall be discharged from all liability under this Guarantee thereafter.

- v. We,.....(indicate the name of Bank) further agree with the RTDC that the RTDC shall have the fullest liberty without 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 RTDC 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 RTDC of any indulgence by the RTDC to the said consultant or any such matter or thing whatsoever which under the law relating sureties would, but for this provision, have the effect of so relieving us.
- vi. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Bank or the consultant(s).
- vii. We,..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RTDC in writing.
- viii. For the avoidance of doubt the Bank's liability under this Guarantee shall be restricted to Rs..... (Rupees.....) only. The Bank shall be liable to pay the said amount or any part thereof only if the RTDC serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*****] (indicate date falling 180 days after the due of this Guarantee)]

For.....

Name of Bank: Seal
of the Hank:

Dated. The.....day of....., 2023.

(Signature, name and designation of the authorized signatory)

NOTES:

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

SCHEDULE-3: Guidance on Conflict of Interest

1. This Note further explains and illustrates the provisions the RFP and shall be read together therewith in dealing with specific cases.
2. The Consultant should be deemed to be in a conflict-of-interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of Consultant's should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the RTDC and Consultant or between Consultant's and present or future developer. Some of the situations that would involve conflict of interest are identified below:
 - (a) Authority and Agencies:
 - (i) Potential Consultant should not be privy to information from the RTDC which is not available to others; or
 - (ii) Potential Consultant should not have defined the project when earlier working for the RTDC; or
 - (iii) Potential Consultant should not have recently worked for the RTDC overseeing the project.
 - (b) Consultant's:
 - (i) no Consultant should be involved in owning or operating entities resulting from the Project, or
 - (ii) no Consultant should bid for works arising from the Project. The participation of companies that may be involved as investors or consumers and officials of the RTDC who have current or recent connections to companies involved, therefore, needs to be avoided.
4. The normal way to identify conflicts of interest is through self-declaration by Consultant. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the RTDC. All conflicts must be declared and the when Consultant become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of "Chinese walls" to the flow of commercially sensitive information from one part of the Consultant's company to another. This could help overcome the problem of availability of limited numbers of experts for the Project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting "Chinese walls" approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by an Consultant coupled with provision of safeguards to the satisfaction of the RTDC.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if Consultant drawing up the terms of reference or the proposed documentation is also eligible for consequent assignment or project.
7. Another form of conflict of interest called "scope-creep" arises when Consultant advocate either an unnecessary broadening of the terms of reference or make recommendations which are not the best interests of the RTDC, but which will generate future work for the Consultant. Some forms of contractual arrangements are more likely to lead scope-creep. For example, lump- sum contracts provide fewer incentives for this, while time and material contracts provide built incentives for Consultant to extend the length for their assignment.
8. Every project contains potential conflicts of interest, Consultant should not only avoid any conflict of interest; they should report any present/potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place preserve fair and open competition measures should be taken to eliminate any of conflict of interest arising at any stage in the process.