



## **NATIONAL HIGHWAYS LOGISTICS MANAGEMENT LIMITED**

### **Consultancy Services for Carrying out Detailed Project Report (DPR) study for Development of Ropeway Projects in the State of Himachal Pradesh**

#### ***REQUEST FOR PROPOSAL (RFP)***

**April 2025**

**National Highways Logistics Management Limited**

**D-21 Corporate Park, Sector-21, Dwarka -New Delhi-110 077**

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**Ministry of Road Transport and Highways****Government of India****NOTICE INVITING TENDER (NIT)**

NHLML/Ropeways/Himachal Pradesh/DPR/2025

Dated: 05.04.2025

1. National Highways Logistics Management Limited (NHLML), a wholly owned company of NHAI and a statutory authority under Ministry of Road Transport & Highways (MoRT&H), has been assigned the work for Development of Ropeways Projects under Parvatmala Pariyojana in the entire country.
2. Proposals are hereby invited from eligible Consultants for **Preparing Detailed Project Report (DPR) for the Development of Ropeway Projects in the State of Himachal Pradesh** (as per **Annexure I**). The Letter of Invitation (LOI) and Terms of Reference (ToR) including Request for Proposal (RFP) is available online on e-tender portal <https://etenders.gov.in>. A Bidder is required to submit, along with its BID, a BID Security of Rs. 5.00 Lakh (Rupees Five Lakh only) (the “BID Security”), refundable not later than 150 (One hundred & fifty) 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 as per the provision of this RFP and LOA. The cost of the document in the form of a non-refundable document fee of Rs. 5,900 (Rupees Five Thousand Nine Hundred only) including 18% GST through online/SFMS gateway. The details of which are as follows:

Beneficiary	National Highways Logistics Management Limited
Bank	HDFC Bank
Account Number	50200105144004
IFSC Code	HDFC0000011

3. Bid must be submitted online at e-tender portal <https://etenders.gov.in> on or before **15.05.2025 (1500 hrs IST)**
4. The following schedule is to be followed for this assignment:
  - i) Deadline for downloading of bid: **15.05.2025 (1100 hrs IST)**
  - ii) Last date for submission of queries: **18.04.2025 (1400 hrs IST)**
  - iii) Pre bid meeting: **19.04.2025 (1500 hrs IST)**
  - iv) Deadline for Submission of bids: **15.05.2025 (1500 hrs IST)**
  - v) Opening of Bids: **16.05.2025 (1500 hrs IST)**
- 4.1 Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority as per Stipulated provision in Ministry of Finance Department of

Expenditure (Public Procurement Division) office Memorandum No F. No. 6/18/2019-PPD  
dated 23.07.2020

**Yours sincerely**

**Chief Operating Officer**  
**National Highways Logistics Management Limited**  
**2<sup>nd</sup> Floor, D21 Corporate Park, Sector 21**  
**Dwarka, New Delhi-110 077**  
**Tel: +91-11-25308800 Extn. 8819**  
E-mail: ropeways-nhlml@nhlml.org  
**Website: [www.nhlml.org](http://www.nhlml.org)**

## **Letter of Invitation (LOI)**

NHLML/Ropeways/Himachal Pradesh/DPR/2025

Dated: 05.04.2025

Dear Bidders,

### **Sub: Preparing the Detailed Project Report for development of Ropeway Projects in the State of Himachal Pradesh**

#### **1. Introduction**

1.1 National Highways Logistics Management Limited (NHLML), a wholly owned company of NHAI and a statutory authority under Ministry of Road Transport & Highways (MoRT&H), has been assigned the work for development of Ropeways Projects under Parvatmala Pariyojana in the entire country. National Highways Logistics Management Limited now invites proposal from technical consultants for preparing the detailed project report for development of Ropeway projects as per details given in **Annexure-I**.

1.2 A brief description of the assignment and its objectives are given in the Appendix-I, “*Terms of Reference*”.

1.3 The National Highways Logistics Management Limited invites Proposals (the “**Proposals**”) *through e-tender* (on-line bid submission) for selection of Technical Consultant (the “Consultant”) who shall prepare Detailed Project Report. Consultants are hereby invited to submit proposal in the manner as prescribed in the RFP document.

- A consultant is not allowed to bid for this tender with more than one team. For the avoidance of doubt, it is mentioned that one consultant cannot submit two proposals/ bids and if the same is submitted, the bids will summarily be rejected.
- It is further highlighted that any of the Key Personnel can be involved in maximum of 2 active DPR tenders for ropeways with NHLML.
- However, it is clarified that if a Bidder submits the CV of a Key Personnel who is already involved in maximum of 2 active DPR tenders for ropeways with NHLML, the submission may summarily be rejected.

Financial proposals are only to be submitted online and no hard copy of the financial proposal should be submitted. The most preferred bidder (H-1) would be determined based on Quality and Cost as mentioned in the RFP. **Joint venture shall not have more than three firms, including Associate partner.**

1.4 The consultants may apply either as a sole firm or forming Joint Venture with other consultants. In case of Joint Venture, the maximum number of Joint Venture partners is limited to three including Associate partner, if any (i.e. Case 1: one lead + JV 1 + JV 2 or Case 2: one Lead + one JV partner + one Associate partner). The Applicant whether a sole applicant or joint venture may include an Associate company also. Any entity which has been barred by the Ministry of Road Transport and Highways (MORT&H) or its implementing agencies for the works of Expressways, National Highways, ISC, EI Works and any other work being carried by MoRTH/ NHAI/ NHIDCL/ NHLML and the bar subsists as on the date of application, would not be eligible to submit the bid, either individually or as a member of a Joint Venture.

1.4.1 Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority as per Stipulated provision in Ministry of Finance Department of Expenditure (Public Procurement Division) office Memorandum No F. No. 6/18/2019-PPD dated 23.07.2020

- 1.5 To obtain first-hand information on the assignment and on the local conditions, the consultants are encouraged to visit client and the project site before submitting a proposal and attend a pre-bid conference. They must fully inform themselves of local and site conditions and take them into account in preparing the proposal.
- 1.6 Financial Proposals will be opened only for the firms found to be eligible and scoring qualifying marks in accordance with Para 5 hereof. The consultancy services will be awarded to the highest-ranking consultant on the basis of Quality and Cost.
- 1.7 Please note that
- (i) costs of preparing the proposal and of negotiating the contract, including visits to the Client, etc., are not reimbursable as a direct cost of the assignment; and
  - (ii) Client is not bound to accept any of the proposals submitted and reserve the right to reject any or all proposals without assigning any reasons.
- 1.8 The proposals must be properly signed as detailed below:
- 1.8.1
- (i) by the proprietor in case of a proprietary firm
  - (ii) by the partner holding the Power of Attorney in case of a firm in partnership (A certified copy of the Power of Attorney on a stamp paper of Rs. 100 and duly notarized shall accompany the Proposal).
  - (iii) by a duly authorized person holding the Power of Attorney in case of a Limited Company or a corporation (A certified copy of the Power of Attorney on a stamp paper of Rs. 100 and duly notarized shall accompany the proposal).
  - (iv) by the authorized representative in case of Joint Venture.
- 1.8.2 In case a Joint Venture/Association of firms, the proposal shall be accompanied by a certified copy of legally binding Memorandum of Understanding (MOU) on a stamp paper of Rs.100, signed by all firms to the joint venture confirming the following therein:
- i. Date and place of signing
  - ii. Purpose of Joint Venture/Association (must include the details of contract works for which the joint venture has been invited to bid)
  - iii. A clear and definite description of the proposed administrative arrangements for the management and execution of the assignment. Name of Lead Firm and other partner of JV should be clearly defined in the MOU
  - iv. Delineation of duties/ responsibilities and scope of work to be undertaken by each firm along with resources committed by each partner of the JV/Association for the proposed services
  - v. An undertaking that the JV firms are jointly and severally liable to the Employer for the performance of the services
  - vi. The authorized representative of the joint venture/Association shall give a Letter of Association, MOU as in (i) to (vi) above except (v), letter of Authorization, copies of GPA/SPA for the person signing the documents and a certificate of incorporation.
- 1.8.3 In case of Joint venture, one of the firms which preferably have relatively higher experience, will act as the lead firm representing the Joint Venture. The duties, responsibilities and powers of such lead firm shall be specifically included in the MOU /agreement. It is expected that the lead partner would be authorized to incur

liabilities and to receive instructions and payments for and on behalf of the Joint Venture. Payment to be made to the JV can also be made to the account of the JV. For a JV to be eligible for bidding, the experience of lead partner and other partner should be as indicated in data sheet.

- 1.8.4 A firm can bid for a project either as a sole consultant or in the form of joint venture with other consultant or in association with any other consultant. However, alternative proposals i.e. one as sole or in JV with other consultant and another in association / JV with any other consultant will be summarily rejected. In such cases, all the involved proposals shall be rejected.
- 1.8.5 A Bidder is required to submit, along with its technical BID, a self-certification that the item offered meets the local content requirement for 'Class -I local bidder' / 'Class-II local bidder', as the case may be. The self-certification shall also have details of the location(s) at which the local value addition is made. In case, bidder has not submitted the aforesaid certification the bidder will be treated as 'Non- Local Supplier'. The Class-I local bidder, Class-II local bidder and Non-Local Supplier are defined as under:
- (i). 'Class-I local bidder' means a bidder, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local bidder' under this RFP. The 'local content' requirement to categorize a bidder as 'Class-I local bidder' is minimum 50%.
  - (ii). 'Class-II local bidder' means a bidder, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local bidder' under this RFP. The 'local content' requirement to categorize a bidder as 'Class-II local bidder' is minimum 20%.
  - (iii). 'Non-local bidder' means a bidder, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class- II local' under this RFP.
  - (iv). 'Local content' means the amount of value added in India which shall be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

In case estimated project cost is above Rs.10 crores, the 'Class-I local bidder'/'Class- II local bidder' shall provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

- 1.9 Pre-bid conference shall be held on the date, time and venue given in Data Sheet.

#### 1.10 Bid Security

- 1.10.1 The applicant shall furnish as part of its Proposal, a Bid Security of Rs.5,00,000 (Rupees Five lakhs only) in the form of a Bank Guarantee in the prescribed format given at instruction to agency (Appendix – II ("Bank Guarantee")) issued by one of the Nationalized/ Scheduled Banks in India in favor of the Chairman, National Highway Logistics Management Limited payable at New Delhi (the "Bid Security") valid for a minimum period of 150 days (i.e. 30 days beyond the validity of the bid) from the last date of submission of proposals. This Guarantee shall be transmitted through SFMS Gateway to NHLML's Bank. Demand Draft of Rs.5,00,000/- (Rupees Five lakhs only) can also be deposited as bid security. This Bid Security is returnable not later than 30 (thirty) days from the date of Opening of the Financial proposals except in case of the two highest ranked Applicants. Bid Security of the Selected Applicant and the Second ranked Team shall be returned, upon the Selected Applicant signing the Agreement. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalized Bank in India.

For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2I of the Reserve Bank

of India Act, 1934. A scanned copy of the Bank Guarantee shall be uploaded on e-procurement portal while applying to the tender.

1.10.2 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

1.10.3. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the National Highways Logistics Management Limited any other right or remedy hereunder or in law or otherwise, the Applicant shall be debarred from participating in the future projects of the National Highways Logistics Management Limited in the following situations

- (a) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time.
- (b) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement.

1.11 Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per Appendix VII.

- I. Any Bidder from a country which shares a land border with India will be eligible to bid, only if the Bidder is registered with the Competent Authority as specified in Annexure 1 of Order (Public Procurement No. 1) issued by Ministry of Finance, Department of Expenditure, Public Procurement Division vide F. No. 6/18/2019- PPD, dated 23<sup>rd</sup> July 2020, which shall form an integral part of RFP

“Bidder” (including the terms ‘tendered’, or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process

- II. “Bidder from a country which shares a land border with India” means:

- a. An entity incorporated, established or registered in such a country, or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

- III. Beneficial owner for the purpose of (III) above means:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

Explanation:



- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholding agreements or voting agreements;
- c. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or one or more juridical person: has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- d. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individual;
- e. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- f. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

IV. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

The Selected Bidder/ Concessionaire shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of “contractor from a country which shares a land border with India” shall be as in Clause III above.

#### **Certificate regarding Compliance:**

A certificate shall be required to be submitted by the bidders in the format prescribed at Appendix-VII.

It may be noted that in case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law.

## **2. Documents**

- 2.1 To enable you to prepare a proposal, please find and use the attached documents listed in the Data Sheet.
- 2.2 Consultants requiring a clarification of the documents must notify the Client, in writing, by **18.04.2025 at 1400 Hrs.** Any request for clarification in writing or by e-mail must be sent to the Client’s address indicated in the Data Sheet. The Client will upload replies to pre-bid queries on its website.
- 2.3 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a consulting firm, modify the documents by amendment or corrigendum. The amendment will be uploaded on etender portal. The client may at its discretion extend the deadline for the submission of proposals and the same shall also be uploaded on etender portal.

### 3. Preparation of Proposal

The proposal must be prepared in three parts viz.

Part 1: Proof of eligibility

Part 2: Technical Proposal

Part 3: Financial Proposal

#### 3.1 Document in support of proof of eligibility

3.1.1 The minimum essential requirement in respect of eligibility has been indicated in the Data Sheet. The proposal found deficient in any respect of these requirements will not be considered for further evaluation. The following documents must be furnished in support of proof of eligibility as per Formats given in Appendix-II:

- (i) **Forwarding letter for Proof of Eligibility in the Form-E1.**
- (ii) **Firm's relevant experience and performance for the last 10 years:** Project sheets in support of relevant experience as per Form-E2/T3 supported by the experience certificates from clients in support of experience as specified in data sheet for the project size preferably in terrain of similar nature as that of proposed project shall be submitted. Certificate should indicate clearly the firms Design/DPR experience, in for Passenger cable propelled transit system in the last 10 years, etc. If the experience certificate from client is in any other language than English, then English translation of experience certificate by authorized translator shall be submitted along with original certificates. Scope of services rendered by the firm should be clearly indicated in the certificate obtained from the client. The information given in Form E2/T3 shall also be considered as part of Technical Proposal and shall be evaluated accordingly. The consultants are therefore advised to see carefully the evaluation criteria for Technical Proposal and submit the Project Sheets accordingly.
- (iii) **Firm's turnover for the last 5 years:** A tabular statement as in Form E3 showing the turnover of the applicant firm(s) for the last five years beginning with the last financial year certified by the Chartered Account along with certified copies of the audit reports shall be submitted in support of the turnover shall be submitted.
- (iv) **Document fee:** The fee for the document amounting to Rs. 5,900 (Rupees Five Thousand Nine Hundred only) including 18% GST through online/SFMS gateway. The details of which are as follows:

Beneficiary	National Highways Logistics Management Limited
Bank	HDFC Bank
Account Number	50200105144004
IFSC Code	HDFC0000011

- (v) Bid Security: BID Security of Rs. 5.00 Lakh (Rupees Five Lakh only) in the form of Bank Guarantee as per Form E4 from a Scheduled Bank (to be submitted physically as well).
- (vi) Power of Attorney on a stamp paper of Rs.100 and duly notarized authorizing to submit the proposal.
- (vii) In case of Joint Venture/ Association of firms, the proposal shall be accompanied by a certified copy of legally binding Memorandum of Understanding (MOU) on a stamp paper of Rs.100, signed by all firms to the joint venture/ Association as detailed at para 1.8.2 above.

3.1.2 The minimum essential requirement in respect of eligibility has been indicated in the data sheet, the proposal

found deficient in any respect of these requirements will not be considered for further evaluation.

### 3.2 Technical Proposal

3.2.1 You are expected to examine all terms and instructions included in the documents. Failure to provide all requested information will be at your own risk and may result in rejection of your proposal.

3.2.2 During preparation of the technical proposal, you must give particular attention to the following:

*Total assignment period is as indicated in the enclosed TOR. You shall make your own assessment of support personnel both technical and administrative to undertake the assignment. Additional support and administrative staff need to be provided for timely completion of the project within the total estimated cost. Time period for the assignment indicated in the TOR should be strictly adhered to.*

3.2.3 The technical proposal shall be submitted strictly in the Formats given in Appendix- III and shall comprise of following documents:

- i. Forwarding letter for technical proposal duly signed by the authorized person on behalf of the bidder, as in Form-T-1
- ii. Details of projects for which Technical and Financial Proposals have been submitted by a consultant as in Form-T-2
- iii. Firm's references - Relevant Services carried out in the last seven years as per Form- E2/T-3. This information submitted as part of Proof of Eligibility shall be evaluated and need not be submitted again as a part of the technical proposal.
- iv. The composition of the proposed Team and Task Assignment to individual personnel: Maximum three pages (Form-T-4).
- v. Proposed methodology for the execution of the services illustrated with bar charts of activities, including any change proposed in the methodology of services indicated in the TOR, and procedure for quality assurance: The proposed methodology should be accompanied by the consultant's initial view, key challenges they foresee and potential solutions: limited to six A4 size pages in 1.5 space and 12 font including photographs, (Form-T-5)
- vi. CVs of following 4 (four) Key Personnel may be submitted only as per Form-T-8

'Team Leader cum Ropeway Expert', 'Environment cum Forest Expert', 'Transportation Planner' and 'Financial Expert'

**Note** - For remaining sub professional staff, the CVs need to be submitted for approval prior to signing of contract.

- vii. Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per Appendix VII.

#### 3.2.4 CVs of Key and Sub-Key Personnel:

- (i) The CVs of the three key personnel as mentioned in para 3.2.3 (vi) above in the format as per Form T-8. It may please be ensured that the format is strictly followed and the information furnished therein is true and correct. The CV must indicate the work in hand and the duration till which the person will be required to be engaged in that assignment. The firm shall ensure that details furnished in the CV by the personnel are correct. If any information is found incorrect/fake/inflated in the CV, at any stage, debarment of the key personnel from future MoRTH/ NHAI/ NHIDCL/ NHLML projects up to 2 years may be taken by NHLML. In case, the information contained in the CV for the duration in which the key personnel was employed by the firm, proposing his candidature is found incorrect/ fake/ inflated at any stage, action including termination of the consultancy

agreement and debarment of the firm upto 2 years may be taken by NHLML. In case, the information contained in the CV for the duration in which the key personnel was employed by the firm proposing his candidature is found incorrect/fake/inflated at any stage, the consultancy firm shall have to refund the salary and perks drawn in respect of the person apart from other consequences. In case, the information contained in the CV for the duration in which the key personnel was not employed by the firm proposing his candidature is found incorrect/fake/inflated at any stage, the consultancy firms will have to refund the twice of salary and perks drawn in respect of the person.

- ii. The minimum requirements of Qualification and Experience of all key personnel are listed in Enclosure-I of TOR. CV of a person who does not meet the minimum experience requirement as given at Enclosure-I of TOR shall be evaluated and the marks obtained shall be taken into consideration during evaluation of Technical Proposal (except Team leader cum Ropeway Expert). However, if a firm with such key personnel is declared the “most preferred bidder”, such key personnel should be replaced before signing of contract with a person meeting requirement of Qualification and Experience as given at enclosure-I of TOR and whose CV secures 75 % marks and above. If proposed key personnel does not possess the minimum (essential) educational qualification as given at enclosure-I of TOR, zero marks shall be assigned to such CV and such CV shall not be evaluated further. **The CV of the proposed Team Leader cum Ropeway Expert should score at least 75% marks otherwise the entire proposal shall be considered to have failed in the evaluation of Technical Proposals** and shall not be considered for opening of Financial Proposals.
- iii. Team Leader cum Ropeway Expert, Environment cum Forest Expert, Transportation Planner and Financial Expert should be available from beginning of the project. **If same CV is submitted by two or more firms, zero marks shall be given for such CV for all the firms who submitted the same CV.**
- iv. The availability of key personnel must be ensured for the duration of project as per proposed work programme detailed in Form III table I (Remuneration for local staff). If a firm claims that key personnel proposed by them is a permanent employee of the firm (the personnel should have worked in the firm continuously for a period of at least 1 year), a certificate to the effect be furnished by the firm. In case the firm fails to ensure availability of key personnel; it shall be liable for penalty as per clause 3.2.4 ix.
- v. The availability of sub-key personnel must be ensured for the duration of project as per proposed work programme detailed in Form III table I (Remuneration for local staff). In case sub-key personnel is not available as per his/her requirement then the firm will be liable for a penalty of 0.05% per day per sub-key personnel for violating the proposed work programme with a maximum value of 10% of total contract amount.
- vi. The firm must ensure that no key personnel / sub-key personnel are in violation of the proposed work plan i.e., all the key and sub-key staff can only do at most 2 DPR tenders at the same time. .
- vii. The age limit for key personnel is 65 years as on the date of bid submission. The proof of age and qualification of the key personnel must be furnished in the technical proposal.
- viii. An undertaking from the key personnel must be furnished that he/she will be available for entire duration of the project assignment and will not engage himself/herself in any other assignment during the period of his/her assignment on the project. After the award of work, in case of non-availability of key personnel in spite of his/her declaration, he/she shall be debarred for a period of two years for all projects of MoRTH/ NHAI/ NHIDCL/ NHLML.
- ix. A consulting firm through an undertaking must make sure that in case a key personnel leaves, Authority is informed about the personnel change within 15 days. Failure in providing an undertaking and proposing a suitable replacement with equal or higher CV score within 15 days shall make the consulting firm liable for non-availability penalty of 0.1% per day per key personnel with a limit of 10% of contract amount from the day of absence. In case the consulting firm submits an undertaking within 15 days of key personnel exit, the consulting

firm shall be liable for penalty from 16th day of unavailability. In case the key personnel is not available for a period greater than 4 months, the contract with the firm shall be cancelled and the firm shall be debarred for a period of two years for all projects of MoRTH/ NHAI/ NHIDCL/ NHLML.

- x. Age limit for supporting staff to be deployed on project is 65 years as on the date of bid submission.
- xi. A good working knowledge of English Language is essential for key professional staff on this assignment. Study reports must be in English Language.
- xii. Photo, contact address and phone/mobile number of key personnel should be furnished in the CV.
- xiii. Availability of few key personnel engaged for preparation of DPR for the envisaged project may be ensured during first 3 to 4 months after start of the civil work at site during the period of survey and review of DPR by the Supervision consultant/Authority Engineer. For this purpose, payment shall be made as per actual site deployment of the key personnel at the man month rates quoted by the firm in their financial proposal.
- xiv. It may please be noted that in case the requirement of the 'Experience' of the firm/consortium as mentioned in the "Proof of Eligibility" is met by any foreign company, their real involvement for the intended project shall be mandatory. This can be achieved either by including certain man-months input of key experts belonging to the parent foreign company, or by submitting at least the DPR report duly reviewed by the parent firm and their paying visit to the site and interacting with National Highways Logistics Management Limited. In case of key personnel proposed by the foreign company, they should be on its pay roll for at least last six months (from the date of submission).
- xv. In case a firm is proposing key personnel from educational/research institutions, a '**No Objection Certificate**' from the concerned institution should be enclosed with the CV of the proposed key personnel committing his services for the instant project.

3.2.5 The technical proposal must not include any financial information.

### 3.3 Financial Proposal

3.3.1 The Financial proposal should include the costs associated with the assignment. These shall normally cover remuneration for staff (foreign and local, in the field, office etc.), accommodation, transportation, equipment, printing of documents, surveys, geotechnical investigations etc. This cost should be broken down into foreign and local costs. Your financial proposal should be prepared strictly as per the **Appendix – IV**. Financial proposal shall be submitted strictly in the excel sheet submitted along with the bid. Your financial proposal should clearly indicate the amount asked for by you without any assumptions of conditions attached to such amounts. Conditional offer or the proposal not furnished in the format attached in **Appendix-IV** shall be considered non-responsive and is liable to be rejected.

3.3.2 The financial proposal shall take into account all types of the tax liabilities and cost of insurance specified in the Data Sheet.

3.3.3 **Costs shall be expressed in Indian Rupees in case of domestic as well as for foreign Consultant.** The payments shall be made in Indian Rupees by the National Highways Logistics Management Limited and the Consultant themselves would be required to obtain foreign currency to the extent quoted and accepted by National Highways Logistics Management Limited. Rate for foreign exchange for payment shall be at the rate established by RBI applicable at the time of making each payment instalment on items involving actual transaction in foreign currency. No compensation done to fluctuation of currency exchange rate shall be made.

## 4. Submission of Proposals

- 4.1 The Applicants shall submit the proposal (Proof of Eligibility and Technical Proposal) comprising the documents as mentioned under clause 3.1.1 and 3.2.3 respectively to meet the requirements of 'Proof of Eligibility' and 'Technical Proposal' online only. Financial proposal is only to be submitted online and no hard copy of the financial proposal should be submitted.

The document listed in para 3.1.1 (iv), (vi), (vii), (viii) shall be submitted in original by the H-1 bidder to the Authority before issue of LOA.

- 4.2 The proposal must be prepared in indelible ink and must be signed by the authorized representative of the consultants. The letter of authorization must be confirmed by a written power of attorney accompanying the proposals. All pages of the Proof of Eligibility and Technical Proposal must be initialled by the person or persons signing the proposal.
- 4.3 The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the Consultants themselves, in which cases such corrections must be initialled by the person or persons signing the proposal.
- 4.4 The proposal must be valid for the number of days stated in the Data Sheet from the closing date of submission of proposal.

## **5. Proposal Evaluation**

### **5.1 Stage I- Proof of Eligibility**

The proposals would be evaluated by a committee constituted by National Highways Logistics Management Limited. A three-stage procedure will be adopted in evaluating the proposal. In the first stage- Proof of Eligibility, it will be examined as to whether:

- i) The proposal is accompanied by Document fee
- ii) The Proposal is accompanied by Bid Security
- iii) The firms(s) have required experience
- iv) The firms(s) have required turnover
- v) The documents are properly signed by the authorized signatories and whether the proposal contains proper POA as mentioned at para 1.8.1 above
- vi) The proposals have been received on or before the deadline of submission.
- vii) In case a Joint Venture/Association of firms, the proposal shall be accompanied by a certified copy of legally binding Memorandum of Understanding (MOU) on a stamp paper of Rs.100, signed by all firms to the joint venture/Association as detailed at para 1.8.2 above

In case answers to any of the above items is 'No' the bid shall be declared as non- responsive and shall not be evaluated further.

A Consultant satisfying the minimum Eligibility Criteria as mentioned in the Data sheet and who had submitted the above-mentioned documents shall be declared "pass" in Proof of Eligibility and the Technical Proposals of only those consultants shall be opened and evaluated further.

### **5.2 Stage II- Technical evaluation**

In the second stage the technical proposal shall be evaluated as per the detailed evaluation criteria given in Data

Sheet.

The bidder shall be declared qualified for third stage of technical evaluation if the marks obtained is more than or equal to 75 marks out of 100 marks in second stage evaluation. The bidders who score less than 75 marks out of 100 marks shall be declared disqualified.

**Technical Proposal. The technical proposal should score at least 75 points out of 100 to be considered for financial evaluation. The CV of the proposed Team Leader cum Ropeway Expert should score at least 75 % marks otherwise the entire proposal shall be considered to have failed in the evaluation of Technical Proposals and shall not be considered for opening of Financial Proposals.**

### 5.3 Stage III- Evaluation of Financial Proposal

5.3.1 In case only one firm is eligible for opening of Financial Proposals, the Financial Proposal shall not be opened, the bids shall be cancelled and National Highways Logistics Management Limited shall invite fresh bids. For financial evaluation, total cost of financial proposal excluding Goods & Service Tax shall be considered. Goods & Service Tax shall be payable extra.

5.3.2 The evaluation committee will determine whether the financial proposals are complete (i.e., whether they have included cost of all items of the corresponding proposals; if not, then their cost will be considered as NIL but the consultant shall however be required to carry out such obligations without any compensation. In case, if client feels that the work cannot be carried out within overall cost of financial proposal, the proposal can be rejected. The client shall correct any computational errors and correct prices in various currencies to the single currency specified in Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the applicable law & applied to foreign components/ resident consultants.

5.3.3 The procedure as mentioned at Clauses 5.3.4, 5.4 and, 5.5 as mentioned below shall be followed for determining the “most preferred bidder (H-1 bidder)”.

5.3.4 The lowest financial proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM / F$$

(SF = Financial Score, FM = Amount of lowest bid, F = Amount of financial proposal converted in the common currency)

### 5.4 Combined evaluation of Technical and Financial Proposals.

Proposals will finally be ranked according to their combined technical (ST) and Financial (SF) scores using the weights indicated in the Data Sheet:

$$S = ST \times T + SF \times f$$

Where,

S= Combined Score,

ST= Technical Score out of 100

SF= Financial Score out of 100

T and f are values of weightage for technical and financial proposals respectively as given in the Data Sheet.

### 5.5 Most Preferred Bidder (H-1).

A Consultant with having the maximum combined score (S) shall be declared as the **most preferred bidder** (H-1).

**5.6.1** Subject to the provisions of Clause 5.4, the Bidder whose BID is adjudged as responsive. The bidder shall be declared as the selected Bidder (the "Selected Bidder") as procedure defined as under:

- (i). Among all the responsive bidder, the most preferred bidder will be termed as H-1. If H-1 is 'Class-I Local Bidder', the contract will be awarded to H-1.
- (ii). If H-1 is not 'Class-I local bidder', then the most preferred bidder among the 'Class-I local bidder' (having Highest combined Technical and Financial Score as per RFP among 'Class-I local bidder'), will be invited to match H-1 Financial quote subject to Class-I local bidder's quoted price falling within the margin of purchase preference, and the contract will be awarded to such preferred 'Class-I local bidder' subject to 'Class-I local bidder' matching the financial quote of H-1 or his quote whichever is lower.
- (iii). In case such preferred eligible 'Class-I local bidder' fails to match the H-1 price, the 'Class-I local bidder' with next Highest combined score (having next Highest combined Technical and Financial Score as per RFP among Class-I local bidders), within the margin of purchase preference shall be invited to match the H-1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local bidder' within the margin of purchase reference matches the H-1 price, the contract shall be awarded to the H-1 bidder.

'Margin of purchase preference' means the maximum extent to which the price quoted by 'Class-I local bidder' may be above/below the H-1 for the purpose of purchase preference. **The margin of purchase preference shall be 20%.**

## 6. Performance Security

- 6.1 (i) The consultant will furnish within 15 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee equivalent to 5% of the total contract value from a Nationalized Bank, IDBI or ICICI/ ICICI Bank/ Foreign Bank/ EXIM Bank / Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs.1000 crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the net worth in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalized Bank in India. In case of JV, the BG shall be furnished on behalf of the JV or by the lead member of the JVs for an amount equivalent to 5% of the total contract value to be received by him towards Performance Security valid for a period of *three years* beyond the date of completion of services. **The Bank Guarantee will be released by National Highways Logistics Management Limited upon expiry of 18 months beyond the date of completion of services, provided rectification of errors if any, found during implementation of the contract for civil work and satisfactory report by National Highways Logistics Management Limited in this regard is issued. However, if contract is foreclosed / terminated by National Highways Logistics Management Limited at Inception Stage, with no fault of Consultant, Performance Security shall be released within three months from date of foreclosure / termination.**

- (ii) As an alternative to the contents of Para 1.10 and Para 6.1 (i) above, a single Bank Guarantee to cover for the performance of all projects under NHLML may also be deposited as tabulated below, at the discretion of the consultant, instead of depositing separately again and again. The Consultant may initially provide the Performance Security for a period of two years provided that it shall procure the extension of the validity of the Performance Security at least one month prior to the date of expiry thereof. Once the appropriate single Bank Guarantee for Performance Security has been submitted by the Consultant, the existing BGs shall be returned. The Bank Guarantee be submitted in prescribed Performa.



Performance Security	
Cumulative Value of Consultancy Fee as per Contracts under NHLML) (in Rs. Cr)	BG Value (in Rs. Crores.)
0-10	0.25
10-20	0.50
20-30	0.75
30-40	1.00
40-60	1.50
60-80	2.00
80-100	2.50
100-200	4.00
Beyond 200	5.00

- 6.2 In the event the Consultant fails to provide the security within 15 days of date of LOA, it may seek extension of time for a period of 15 (Fifteen) days on payment of damages for such extended period in a sum of calculated at the rate of 0.05% (Zero Point Zero Five Percent) of the Bid price for each day until the performance security is provided. For the avoidance of doubt the agreement shall be deemed to be terminated on expiry of additional 15 days' time period.
- 6.3 Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that in the event of failure of the Consultant to provide the Performance Security in accordance with the provisions of Clause 6.1 and 6.2 within the time specified therein or such extended period as may be provided by the Authority, in accordance with the provisions of Clause 6.3, all rights, privileges, claims and entitlements of the Consultant under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Consultant and the LoA shall be deemed to have been withdrawn by mutual agreement of the Parties. Authority may take action to debar such firms for future projects for a period of 1-2 year.

## 7. Penalty

The consultant will indemnify for any direct loss or damage that accrue due to deficiency in services in carrying out the DPR Study. Penalty shall be imposed on the consultants for poor performance/ deficiency in service as expected from the consultant and as stated in General Conditions of Contract.

## 8. Award of Contract

The Client shall issue letter of award to selected Consultant and ask the Consultant to provide Performance Security as in Para 6 above. If the selected Consultant fail to provide performance security within the prescribed time or the Consultant fail to sign the Contract Agreement within prescribed time, the Client may invite the 2<sup>nd</sup> highest ranking bidder Consultant and follow the procedure outlined in Para 8 and 9 of this Letter of Invitation.

## 9. Signing of Contract Agreement

After having received the performance security and verified it, the Client shall invite the selected bidder for

signing of Contract Agreement on a date and time convenient to both parties within 15 days of receipt of valid Performance Security.

#### **10. Bid process Information**

The Client shall keep the bidders informed during the entire bidding process and shall host the following information on its website:

- i) Notice Inviting Tender (NIT)
- ii) Request For Proposal (RFP)
- iii) Replies to pre-bid queries, if any
- iv) Amendments / corrigendum to RFP
- v) List of bidders who submitted the bids up to the deadline of submission
- vi) List of bidders who did not pass the eligibility requirements, stating the broad deficiencies
- vii) List of bidders who did not pass the Technical Evaluation stating the reasons.
- viii) List of bidders along with the technical score, who qualified for opening the financial bid
- ix) Final Score of qualified bidders
- ix) Name of the bidders who is awarded the Contract

#### **11. Bidding Practices**

It is the National Highways Logistics Management Limited policy that the consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the National Highways Logistics Management Limited:

- (a) Defines, for the purpose of this paragraph, the terms set forth below as follows:
  - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
  - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  - (iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
  - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- (d) will have the right to require that a provision be included requiring consultants to permit the Employer to inspect their accounts and records relating to the performance of the contract and to have them audited by authorized representatives of Employer.”

**12. Confirmation**

We would appreciate you informing us by facsimile/e-mail *whether or not you will submit a proposal*.

Thanking you.

Yours Sincerely,

**Chief Operating Officer**  
**National Highways Logistics Management Limited**  
**2<sup>nd</sup> Floor, D21 Corporate Park, Sector 21**  
**Dwarka, New Delhi-110 077**  
**Tel: +91-11-25308800 Extn. 8819**  
**E-mail: ropeways-nhlml@nhlml.org**  
**Website: www.nhlml.org**

**ANNEXURE-I****Details of the Ropeway Projects**

<b>S. No.</b>	<b>State/Union Territory</b>	<b>Stretch*</b>	<b>Tentative Length* (in Km)</b>
1	Himachal Pradesh	Shirgul Mahadev Temple to Chudhar, Dist. Sirmour	7.85
2	Himachal Pradesh	Himani to Chamunda, Distt. Kangra	6.50
3	Himachal Pradesh	Bharmour to Bharmani Mata Temple	1.60
4	Himachal Pradesh	Palampur Thatri - Chhunja Glacier	5.70

- \* The consultant shall carry out assessment as per ToR for the site location.
- \* The length of the proposed ropeway along with LTP is tentative and shall be finalized by the consultant. The Authority shall have no financial implication due to change in length upto 20% of the tentative length.
- \* In case the length of the proposed ropeway project is increased or decreased by more than 20%, the Change of Scope shall be applicable as per Clause 10 of General Conditions of Contract.

**Annexure-II**

Deleted

## **DATA SHEET**

I (References to corresponding paragraphs of LOI are mentioned alongside)

1. **The Name of the Assignment and description of project as mentioned in Annexure-I** (Ref. Para 1.1)

(The Name of project should be indicated in the format given in the technical proposal)

2. **The name of the Client is:** National Highways Logistics Management Limited

3. **Duration of the Project:** 6 months

4. **Date, Time and Venue of Pre-bid Conference**

**Date:** 19.04.2025

**Time:** 03.00 PM

**Venue:** Conference Room, 3<sup>rd</sup> floor, D21 Corporate Park, Sector 21, Dwarka – New Delhi

5. **The Documents are:**

- i. Appendix-I: Terms of Reference (TOR)
- ii. Appendix-II: Formats for Proof of Eligibility
- iii. Appendix-III: Formats for Technical Proposal
- iv. Appendix-IV: Formats for Financial Proposal
- v. Appendix-V: Detailed Evaluation Criteria
- vi. Appendix –VI: Draft Contract Agreement
- vii. Appendix –VII: Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)

6. **Bid Security (Ref Para 1.10)**

7. **Tax and Insurance** (Ref. Para 3.3.2)

- (i). The Consultants and their personnel shall pay all taxes (including Goods & service tax), custom duties, fees, levies and other impositions levied under the laws prevailing seven days before the last date of submission of the bids. The effects of any increase/decrease of any type of taxes levied by the Government shall be borne by the Client/Consultant, as appropriate.
- (ii). Limitations of the Consultant's Liability towards the Client shall be as per Clause 3.4 of Draft Contract Agreement
- (iii). The risk and coverage shall be as per Clause 3.5 of Draft Contract Agreement.

8. The date, time and Address of proposal submission are

**Date**                    **15.05.2025**

**Time**                    **03.00 PM** (Ref. Para 4.4)

9. Proposal Validity period (Number of days): 120 days (Ref. Para 4.5)

10. Evaluation criteria: (Ref. Para 3 & 5)

11 First stage evaluation – eligibility requirement. (Ref. Para 3.1 & 5.1)

**Table-1: Minimum Eligibility Requirements**

Clause	Minimum Qualification Criteria	Minimum Number of projects
A	The firm should have completed / prepared Detailed Project Report (DPR) for Passenger cable propelled transit system in the last 10 years <sup>#</sup> including “Line Calculations, Profile Checking, Load Calculations, Stations Planning and Construction, and Techno-economic feasibility Ongoing projects (complete up to 90%) will be considered for which experience of consultancy services is claimed.	2
B	The firm should have completed / prepared Detailed Project Report (DPR) for Passenger cable propelled transit system with a cumulative length of at least 5 kms in the last 10 years <sup>#</sup> including “Line Calculations, Profile Checking, Load Calculations, Stations Planning and Construction, and Techno-economic feasibility. Ongoing projects (complete up to 90%) will be considered for which experience of consultancy services is claimed.	> 5 kms
C	The firm should have experience in carrying out transaction advisory for infrastructure projects of Central / State Govt. Ongoing projects (complete up to 90%) will be considered for which experience of consultancy services is claimed.	2
Clause	Minimum Qualification Criteria	Financial Capacity
D	Average annual turnover from consultancy services for last 5 financial years i.e. 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24 <sup>1</sup>	INR 20 Cr.

- I. The firm needs to provide detailed experience certificates for all projects claimed under category ‘A’ detailing out the period of assignment, commencement and completion date of DPR, percentage completed (if the project is ongoing), project cost, cost of consultancy services, length of Passenger cable propelled transit project, spacing between tower, number of stations, terrain of the project, designed PPHPD and PHPDT **from the engaging government agency/certified by statutory auditor**. Further, work carried out for private client is acceptable if counter signed by the concerned Govt. agency.

<sup>1</sup> Annual turnover duly certified by Chartered Accountant shall be accepted. In case of non-availability of such documents no weightage of turnover/experience will be considered. Annual Average Turn Over for the last 5 years {In cases where, Audited/Certified copy of Balance Sheet for the FY 2023-24 is available, last five years shall be counted from 2019-20 to 2023-24. However, where audited/certified copy of the Balance Sheet for the FY 2023-24 is not available (as certified by the Statutory auditor) then in such cases last five years shall be considered from 2018-19 to 2022-23} of the firm from Consultancy services should be equal to more than Rs. 20 crores.

- (i) All the technical experience in terms of years wherever quoted above shall be from Bid due date.
- (ii) The sole applicant shall fulfill all the requirements given in Table-1.
- (iii) **In case of JV, the Lead Partner or JV on combined basis should fulfill 100% of all the eligibility requirements for “A” and “B”.**

## 12.2 Second stage technical evaluation (Refer 5.2)

Further break-up of each criteria has been detailed out below:

### A. Firm's relevant experience in last 10 years (40)

S. No	Description	Max. Points
<b>A</b>	<b>Experience of the Firm Related to the Assignment</b>	<b>35</b>
<b>A1</b>	<b>Experience in preparation of Detailed Project Report for setting up of Passenger cable propelled transit system in the last 10 years including “Line Calculations, Profile Checking, Load Calculations, Stations Planning and Construction, and Techno-economic feasibility. Ongoing projects (complete up to 90%) will be considered for which experience of consultancy services is claimed.</b>	<b>15</b>
<b>A2</b>	<b>Experience in preparation of Detailed Project Report for setting up of Passenger cable propelled transit system of minimum length of 1 Km per project in the last 10 years including “Line Calculations, Profile Checking, Load Calculations, Stations Planning and Construction, and Techno-economic feasibility.</b>	<b>8</b>
<b>A3</b>	<b>Experience in Supervision of Construction or Operations and maintenance of Passenger Ropeways systems/ Passenger cable propelled transit system in the last 10 years.</b>	<b>5</b>
<b>A4</b>	<b>Experience in carrying out transaction advisory for large scale infrastructure projects viz. BRTS, Metro Rail, Monorail, Railways, Ropeways, Inter Modal Stations / Bus Stations, Highways, Expressways, Urban Development Project, Power Transmission &amp; Distribution and Hydropower projects of Central / State Govt. in the last 10 years.</b>	<b>5</b>
<b>A5</b>	<b>Experience in carrying out transaction advisory for ropeway projects of Central / State Govt. in the last 10 years.</b>	<b>2</b>
<b>B</b>	<b>Adequacy of the proposed work plan and methodology in response to the TOR</b>	<b>5</b>
<b>C</b>	<b>Qualification and competence of the proposed key staff for the Assignment.</b>	<b>40</b>
	<b>Total Maximum Marks</b>	<b>80</b>

Note:

- (i) Projects need not be exclusive among A1, A2, A3, A4 & A5.
- (ii) All the technical experience in terms of years wherever quoted above shall be from Bid due date.
- (iii) The minimum technical score required to qualify technical evaluation is 60 Points out of 80. A



proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFP Document and the Terms of Reference or if it fails to achieve the minimum technical score. The Client will notify Applicants who fail to score the minimum technical score and their financial bid shall not be considered for opening;

- (iv) Weightage of marks to be given when experience by a Firm as Sole Firm/Lead Partner in a JV/Other Partner in a JV/As Associate

No.	Status of the firm in carrying	Weightage for experience
1	Sole firm	100%
2	Lead partner or other partner or associate in a JV	% share proportionate to share in JV / Association*

\* For weightage of experience in any past Consultancy assignment experience certificate from the client shall be accepted. In the absence of experience certificate from the client, proportion of payment received towards Consultancy work duly certified by statutory body like Chartered Accountant or Independent Auditors who are competent to do so as recognised by the Act / Law concerned shall be accepted.

#### B. Qualification and Competence of proposed Key Staff for adequacy of the Assignment.

S. No.	Key personnel	Scaled down score (from 100)	Multiplier from detailed CV score
1	Team Leader cum Ropeway Expert	15	0.15
2	Environment cum Forest Expert	5	0.05
3	Transportation Planner	10	0.10
4	Financial Expert	10	0.10

**Detailed evaluation criteria which is to be used for evaluation of technical bids is as indicated at Appendix-V.**

**The Consultant should carryout self-evaluation based on the evaluation criteria at Appendix-V. While submitting the self-evaluation along with bid, Consultant shall make references to the documents submitted in their proposal which have been relied upon in self-evaluation Result of technical evaluation shall be made available on the website giving opportunity to the bidders to respond in case they have any objection**

**The Authority will notify the Applicants who secure the minimum qualifying technical score of 60 out of 80, indicating the date and time set for Stage III - Presentation by bidders and interaction with key personnel. The notification may be sent by registered letter or electronic mail.**

#### 12.3 Third Stage technical evaluation- Presentation by bidders and interaction with key personnel

- (i) The bidder shall be qualified for third stage if the marks obtained is more than or equal to 60 marks out of 80 marks i.e., total of A to C in table above. The bidders who score less than 60 marks out of 80 marks shall be declared disqualified.
- (ii) The bidders who pass the second stage evaluation criteria shall be called for detailed presentation on the understanding of the assignment, approach & methodology to carry out the assignment with major being interaction with the key personnel. The presentation shall be done physically or as decided by

the Authority. The interaction with Ex-patriate proposed, if any, may be done through online.

- (iii) **The weightage assigned to third stage is 20 marks.** The marks obtained under second stage (out of 80 marks obtained) shall be carried forward to third stage and summed up to get the final score out of 100 marks. The bidder who scores more than or equal to 75 marks out of 100 marks shall qualify for fourth stage i.e. opening of financial bids. For clarity, the bidder who scores less than 75 marks out of 100 marks shall be declared as disqualified.
- (iv) The Client will notify the Applicants who secure the minimum qualifying technical score, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter or electronic mail.

#### 12.4 Fourth stage – Evaluation of Financial proposal

Financial Proposals of all Qualified Consultants in accordance with clause 5.2 and 5.3 of Letter of Invitation shall be opened publicly in the presence of Applicants representatives who choose to attend. The name of the Applicants, their technical scores and the proposed prices will be read aloud and recorded when the Financial Proposals are opened.

Prior to evaluation of the Financial Proposals, the Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.

The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. The man-months considered for calculation of costs for the personnel in the Financial Proposal should match the man-months for the corresponding personnel given in the Technical Proposal. In case, the man-months considered for calculation of costs for the personnel in the Financial Proposal are more than the corresponding man-months given in the Technical Proposal, the man-months considered in the Financial Proposal shall be reduced to match the man-months given in the Technical Proposal with a corresponding reduction in the cost indicated in the Financial Proposal. In case the man-months considered for calculation of costs for the personnel in the Financial Proposal are less than the corresponding man-months given in the Technical Proposal, the Consultant has to deploy the personnel for the man-months given in the Technical Proposal, without any claim or increase of the Financial Proposal. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Applicant. The evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable on foreign and domestic inputs.

The consultancy services will be awarded to the consultant scoring highest marks in combined evaluation of Technical and Financial proposals in accordance with clause 1.3 and 5.4 hereof.

The Factors are:

The weight given to Technical Proposal (T) = 0.80. The weight given to Financial Proposal (f) = 0.20

13. The common currency is **“Indian Rupee”**. (Ref. Para 3.3.3)

**Consultants have to quote in Rupees both for domestic Consultant as well as Foreign Consultants**

14. Commencement of Assignment (Date, Location): The Consultants shall commence the Services within fifteen days of the date of effectiveness of the contract at locations as required for the project stretch stated in TOR. (Ref. Para 1.2 of LOI and 2.3 of GCC/SC)

## APPENDIX-I – TERMS OF REFERENCE

### TERMS OF REFERENCE (TOR)

#### Consultancy Services for carrying out DPR Study for development of Ropeway Projects in the State of Himachal Pradesh

##### 1. General

The National Highways Logistics Management Limited has been entrusted with the assignment of undertaking development of Ropeways Projects

National Highways Logistics Management Limited will be the employer and executing agency for the consultancy services and the standards of output required from the appointed consultants are of international level both in terms of quality and adherence to the agreed time schedule. The consultancy firm will solely be responsible for submission of quality work in stipulated period.

##### 2. Objective

National Highways Logistics Management Limited (The “Authority”) invites Application (the “Bids”) for selection of a suitable Consultant (the “Consultant”) for carrying out DPR Study for development of Ropeway Projects in the State of Himachal Pradesh: (the “Project”).

##### 3. Scope of Services

The consultant shall carry out the DPR study for developing ropeway system at each of the locations as mentioned in the RFP. The key deliverables for the consultant shall be, including but not limited to,

- **Alignment Identification:**

- Conduct Site visits & prepare detailed alignment plan for each project location (by discussing all the potential alignments with the Authority and relevant State Govt. / UT Administration stakeholders)
- Identify land required for the project and prepare draft Land Acquisition Plan (LAP)

- **Demand Assessment:**

- Carry out detailed demand assessment through primary surveys and secondary data to identify current traffic and future demand potential for the ropeway project.

- **Engineering Surveys & Design:**

- Carry out various engineering surveys inclusive of but not limited to topographical, geotechnical, geodetic, avalanche (if required) etc. for development of the project.
- Evaluate different ropeway technologies and existing standards for the development and operation of ropeway systems, recommending the most suitable standards based on the project's function and location.
- Design key elements of the ropeway system from point of origin to destination including station and tower drawings, specifications based on surveys and geography etc.

- **Socio Economic Evaluation (SIA & EIA):**

- Carry out social and environmental impact assessment with due consideration for impact on environment, forest and wildlife.
- Prepare detailed cost estimate for developing the ropeway system at the project location
- Carry out economic analysis of the project and determine the EIRR

▪ **Transaction Advisory:**

- Carry out financial analysis of the project and determine the project IRR
- Prepare a detailed financial model for overall project financial assessment and for the preferred mode based on the financial assessment
- The consultant is required to prepare the RFP, Draft Concession Agreement (DCA), Non-Technical Schedules and Technical Schedules based on design finalized by the consultant.
- The consultant shall also support Authority in preparing documents which are relevant for appraisal and approval of the project from Competent Authority
- The consultant shall also carry out the bid evaluation on receiving the bids,
- Further, based on evaluation of the project, the consultant shall support Concessionaire and Authority in signing of Concession Agreement and achieving Financial Closure (as defined in Concession Agreement). This includes, but not limited to, evaluation of the documents received from Concessionaire and preparing relevant documents to enable signing of concession agreement.

▪ **Clearances / Approvals:**

- Prepare and procure Forest / Wildlife clearance for the project by liaising with concerned stakeholders and government departments
- Further prepare EMP report as per the relevant policies/ stipulation of MoEF&CC.
- Prepare and procure other clearances viz. ASI, Army / Defense, IWAI, DGCA / AAI etc. for the project by liaising with concerned stakeholders and government departments

Carry out stakeholder consultation, and assist the Authority in obtaining all the necessary approval related to bringing the project on ground.

### 3.1 **Alignment Identification**

- The Consultant shall carry out Site visits along with NHLML officials and State Govt. / UT Administration officials to conduct surveys and identify the origin and destination for the project
- Based on the site visits, the consultant shall prepare the detailed alignment plan for each project location (by discussing all the potential alignments with the Authority and relevant stakeholders from State Govt. / UT Administration)
- The consultant shall coordinate with State Govt. / UT Administration to resolve any queries related to the alignment and get the alignment approval from State / UT Authorities in expedited manner. NHLML shall provide support to the consultant in coordinating with State Govt. / UT Administration to expedite the approval process.

○ **Land Identification**

The parameters for evaluating and assessing the suitability of the identified alignment should include (but not limited to):

- i. Land availability, usability for construction and suitability with respect to future growth & land use
- ii. Private Land acquisition requirements

The consultant shall assess the land requirement and carry out detailed onsite study for preparing a Land Acquisition Plan to enable the acquisition of land as per Concerned Authority/State Act and assist Authority/ State Govt. for land acquisition.

The consultant shall ensure that most of the required land parcels for development of stations and towers belong to State Govt. / UT Administration and minimum / no acquisition of land is required from private players. Additionally, the consultant shall optimize the forest land diversion required for the project.

The consultant shall also carry out the assessment of the roads / bridges / tunnels to transport the material from the nearest post to destination and highlight the challenges. The details of all the roads & bridges in the route along with the logistical challenges shall be part of the report.

○ **Land Acquisition Plan**

● **Conduct required surveys/valuation**

- i. Identify all land parcels that need to be acquired as part of project
- ii. Conduct Joint measurement survey in conjunction with NHLML, Land revenue department, Forest and wildlife Authority and any additional stakeholder from State / UT / Central Ministry to verify land records, if any.
- iii. Conduct valuation of land (as per circle rate) and land related assets (Structures, trees, crops etc.) and liaison with respective State / UT authority for authentication of the valuation.

● **Digitization of cadastral maps**

- i. Consultants shall procure or create digitized, geo-referenced cadastral/ land revenue maps for the purposes of land acquisition activities.
- ii. Where state governments or local agencies have already digitized cadastral maps, the consultant shall arrange to acquire these maps.
- iii. For acquired maps, the consultant shall check and verify the level of accuracy in the maps and their suitability for the purposes of supporting the land acquisition effort for the project in terms of both dimensional accuracy and details available.
- iv. Where digitized land maps are unavailable or are deemed to be insufficient for the purposes of this project, the consultant shall digitize the cadastral/ land revenue maps of the area falling in and surrounding the existing and proposed route and alignment of the Ropeways systems, keeping the following in mind:
  - a. The digitized map shall exactly match the original map, like a contact print, since the dimensions and area of plots, or the whole village is to be extracted from the map itself.
  - b. An accuracy of 1mm or higher in a 1:1000 scale map shall be ensured, as this translates into an accuracy of 1 m or higher on ground.
  - c. In addition, ground control points will be used to adjust the digitized map to exactly match the ground situation.
  - d. Geo-location information from the control points should be added to the digitized map to allow for import into a GIS system. Suitable land details and features should also be added to the GIS system to enable review of individual land parcels.
  - e. In digitization and feature addition, the consultant shall endeavor to follow any standards, requirements and formats laid down by the relevant state/ central government agency for land ownership and revenue management or that set by the authority involved in digitization of land records.

- v. Where applicable, the consultant must then share back the digitized cadastral maps with the relevant local agency or state government.
- **Liaison with relevant state / UT departments**
  - i. The consultant should liaison with State' departments including but not limited to Land Revenue Office (or Tehsil), Registrar office and with other State departments (like Public works department, horticulture department etc.) to expedite the Land acquisition process.
  - ii. The consultant should co-ordinate collection of all the necessary land record documents and information required to support State Govt. / UT Administration during the LA process.
- **Facilitate communication between NHLML and State / UT Govt.**  
The consultant should ensure prompt official communication (including delivery of documents) between State / UT Govt. and NHLML.

### 3.2 Demand Assessment

The Consultants shall submit a proposal to NHLML outlining the methodology of collection and analysis of traffic data, specifics of the surveys, including the types of surveys to be conducted and the designated locations for the traffic survey. The proposal shall be finalized in consultation with NHLML stakeholders prior to the start of the traffic surveys.

The type of traffic surveys and the minimum number of survey location shall normally be as under, unless otherwise specifically mentioned.

S. No	Description	Number of Survey Station
1.	Classified Traffic Volume Count (CTVC) (Videography)	All accessible roads between proposed LTP and UTP
2.	Origin-Destination (OD) Survey	At LTP and UTP
3.	Willingness to Pay/ Use Surveys	Along with OD survey

The number of survey type and location highlighted in the table above are indicative only. The consultant may require additional surveys / locations as per the site conditions.

- **Classified Traffic Volume Count Survey**
  - The classified traffic volume count surveys shall be carried out for 7 days (24 hour, direction-wise) at the selected survey stations including mid-block count wherever necessary.
  - The vehicle classification system as given in relevant IRC code may be followed.
  - All results shall be presented in tabular and graphical form. The survey data shall bring out the hourly and daily variations. The annual average daily traffic (AADT) shall be worked out by applying seasonal factors.
  - The traffic count shall be avoided at periods when travel activity is abnormal due to public holiday, special festivals, major accidents etc.

- The consultant shall compile the relevant tourist / any relevant (parking) data from secondary sources also i.e., State Tourist, Temple Trust etc . The salient features of traffic volume characteristics shall be brought out and variations if any, from the traffic census carried out by the State PWD shall be suitably explained.
- **Origin Destination Survey**
  - The O-D survey shall be conducted to determine the existing travel pattern of the road users on the corridors leading to UTP in the immediate project influence area.
  - The roadside interviews will, inter alia, collect further data on the trip purpose, trip cost, trip length, trip frequency and also willingness to shift to the proposed Ropeway.
  - The survey shall be conducted for 24 hours (for both weekday / Business-as-usual day & holiday / weekend) using a stratified sampling method.
  - The consultant shall provide mode-wise O-D matrices along with line diagrams to give an understanding of the travel pattern in the region and along the corridor.
  - For carrying out OD Survey, consultant may seek necessary help from the Agency in getting necessary letters from the Government and permission from Police.
- **Willingness to Pay/Use Surveys**

This opinion of users shall be captured with respect to various characteristics of a new transit system. The respondents at various locations along the alignment shall be queried along with the quantum of extra fare they are willing to pay.

### **Traffic Demand Estimates**

- **Based** on the assessment of the traffic survey data, the possible shift from the existing transport modes to the ropeway needs to be determined.
- **While** estimating the Ropeway traffic, the induced traffic due to ropeway and future developments as well as the growth in tourist traffic shall be computed in accordance with the Masterplan prepared for the area/ district/ state, if prepared
- The traffic estimation shall be done for a period of 35 years. The growth rates shall be assessed for three scenarios viz. optimistic, most likely, and pessimistic.

### **3.3 Engineering Surveys and Design**

- **Reconnaissance Survey**
  - i. The consultant should make an in-depth study of including but not limited to the topographic maps, satellite imageries and air photographs of the project area, geological maps, catchment area maps, contour plans, flood flow data and seismological data and other available relevant information collected by them concerning the project. Required maps and information needed from potential sources have to be arranged by the consultant and shall be the part of the submission.
  - ii. The detailed ground reconnaissance may be taken up immediately after the study of maps and other data. The primary tasks to be accomplished during the reconnaissance surveys include:

- Topographical features of the area
  - Typical physical features and land use pattern
  - Critical areas requiring detailed investigations
  - Requirements for carrying out investigations such as stability of land, snow avalanches, wind speed, temperature variations, hydrological catchment studies, etc. influencing the project.
  - Type and extent of existing utility services and their relocation assessment
  - The mode of transfer of the building materials to the station location and the tower locations
  - The suitable transportation system /methods for transporting the heavier materials like rope, bull wheel, cabins structural materials, drive units, towers from the nearest highway to the site i.e. the road conditions to site and the maximum capacity of the bridges leading to the site, enabling to the planning of the material transfer.
  - Road infra-Audit elaborating the dimensions of the road, condition of the road, any bridges along with their loading capacity of the approach road, if required, in every work location
  - Locating the nearest source of water, power, construction materials source required for the constructional work
- iii. The data and information obtained from the reconnaissance surveys should be documented. and compiled in the tabular as well as graphical (chart) form indicating the major physical features for NHLML's comments. The data analysis and the recommendations concerning the field studies should be included in the Inception Report. The data obtained from the reconnaissance surveys should form the core of the database which would be supplemented and augmented using the data obtained from detailed field studies and investigations.

- **Topographic Surveys**

- a. For land-based surveys, Mobile LiDAR (Light Detection and Ranging) or total station or better technology that can meet above requirements shall be adopted. For aerial based surveys, Aerial Mobile LiDAR (Light Detection and Ranging) or better technology that can meet above requirements may be adopted. However, the DGPS shall be leveraged for doing the land survey of the finalized alignment.
- b. The detailed field surveys would essentially include the following activities:
  - i. Detail survey work would essentially include topographic surveys along with the alignment covering width of around 200m on either side of tentative alignment including the tower locations and station premises, picking of details like ground profile, contouring surface data, high rise building, electric line, trees, water bodies, utilities and all other existing details including height of all obstruction in the alignment.
  - ii. The surveyed alignment shall be transferred on to the ground as under:



- a) Reference Pillar and Benchmark / Reference pillar of size 15 cm X 15 cm X 45cm shall be cast in RCC of grade M 15 with a nail fixed in the center of the top surface. The reference pillar shall be embedded in concrete upto a depth of 30cm with CC M10 (5 cm wide all around). The balance 15 cm above ground shall be painted yellow. The spacing shall be 250m apart, incase Benchmark Pillar coincides with Reference Pillar, only one of the two needs be provided.
  - b) In case of hard permanent structures or hard rock faces Benchmark can be marked with proper yellow paint of area 15 cm X 15 cm and with RL and BM No. marked with red paint.
  - c) Establishing Benchmarks at site connected to GTS Benchmarks at an interval of 250 metres on Benchmark pillar made of RCC as mentioned above with RL and BM No. marked on it with red paint.
  - d) The Center line of the ropeway to be marked with Yellow paint 50 mm thick and 15cm along the alignment with an interval of approx. 250m on proper permanent structures or casted pillars and 30cm long on the two peripheral point in the proposed station location.
- iii. Details of land ownership falling in proposed Right of Way to be shown in drawings.
- iv. All Drawing to be made using Auto CAD computer application software and the equivalent drawings are to be plotted using plotter. Following to be submitted
- a. Topography Plan Drawing with 5m contour interval.
  - b. Cross Section interval at every 10meter along the alignment.
  - c. L-section/profile interval at every 10 meters.
  - d. DGPS / Traversing / Levelling Report.
  - e. All field Right of Way (ROW) data with CAD contour drawing in soft and Hard copy.
  - f. Plot area survey to be in correspondence with the connecting road to LTP, ITP & UTP.
  - g. Marking of Contour lines at 5m interval, L profile along the center line of alignment.
  - h. Indicate intersections such as (“No Tower zone”) like roads, Paths, ridges, stream, pipes, power lines etc.
  - i. Drawing development – X, Y, Z coordinates of all points
- c. The following are the set of deliverables which should be submitted after completion of survey:
- i. Raw DGPS data for the entire stretch and adjoining areas of interest
  - ii. Point cloud data or equivalent for the entire stretch and adjoining areas of interest in a format/ platform as per industry good practice which shall be amenable to operations by NHLML/ Consultant. NHLML may decide about format/ platform of point cloud

data

- iii. Topographic map of scale 1:1000 of the entire stretch and adjoining areas of interest
- iv. Develop a digital elevation/surface model (bare earth model from survey data) digital terrain model combining topographic data from LiDAR.
- v. In case of mobile LiDAR or better technology, 360-degree panoramic images of the entire stretch and adjoining areas of interest shall be submitted. In case of aerial LiDAR or better technology, ortho-images of the entire alignment and adjoining areas of interest shall be submitted.
- vi. Videography of complete marked alignment including stations and tower locations

The carrying out of topographic surveys, technologies which can meet the following accuracy levels shall be adopted.

- a. Fundamental horizontal accuracy of 5cm or better at stations and tower locations
- b. Fundamental vertical accuracy of 5cm or better at stations and tower locations

To establish accuracy, appropriate check surveys shall be carried out with the full satisfaction of the Authority.

#### • **Hydrographic Survey**

The consultant shall conduct hydrographic survey of the proposed alignment (if required) as per the latest IS standard and as per instruction of NHLML and report shall be submitted to the satisfaction of NHLML.

- i. Scale of Survey 1:1000
- ii. Providing permanent benchmark point at both the terminal.
- iii. Marking of control point along the alignment, wherever possible.
- iv. Marking of Contour lines at 5m interval.
- v. Drawing development – X, Y, Z coordinates of all points (in detailed AutoCAD Drawing)
- vi. Water level at an interval of 5m on grid section.
- vii. Preparation and submission of Survey drawing report.

All field Right of Way (ROW) data with AutoCAD drawing shall be submitted in soft and Hard copy.

#### • **Geo-technical Investigations and Sub-Soil Exploration**

- o Geotechnical investigation and Sub-soil Exploration shall be done as per best international practices.
- o The consultant shall detail out the procedure adopted internationally and in India for similar terrain.
- o The geotechnical investigation data of existing nearby areas; if available from State

Government shall be collected by the consultant and the data relevant to the alignment finalized by NHLML shall be used for design purpose.

- If the Geotech data is not available, the Consultant shall carry out geo-technical investigation, along the proposed alignments as instructed by NHLML including stations and tower locations and shall consider any climatologically and meteorological data relevant to the system
- Drilling of boreholes shall conform to IS: 6926, sampling shall conform to IS: 1892, 2132 & 8763 and classification of samples shall conform to IS:1498.
- Conducting various laboratory tests as per IS: 2720 from Govt. approved laboratory by using approved apparatus complying with the requirements and specifications or Indian standards or other approved standards for this class of work.
- The data and information collected during survey/investigations should be presented in suitable format such as graphs, bar chart or in tabular or statement form.
- Based on the geotechnical data collected, the consultant shall be required to propose the suitable foundation type and cost of construction.
- Following parameters must come out of the geotechnical survey for the calculation of foundations:
  - i. Depth of foundation respectively depth of frost
  - ii. Allowed average unit soil loading
  - iii. Inner friction angle on level of depth of foundation
  - iv. Bulk density and friction angle for back filling
  - v. No hillside movement – but if yes: arrangements to avoid it
  - vi. Ground acceleration in m/s<sup>2</sup> (resulting from earthquakes)
  - vii. Type of foundation (gravity foundation, small, bored pile, shaft foundation.)

- **Other Surveys**

The consultant shall conduct other surveys including but not limited to Avalanche Study, Geology Survey or any other as per the requirement of the site.

- **Ropeway Planning & Design**

The consultant shall carry out the planning, and design based on various technologies available, etc. required for implementing the ropeway system.

- a) The consultant shall prepare concept plan with alignment options for the development of appropriate aerial ropeway technology indicating the number of stations, land requirement at each station, number of towers, tower height, distance between towers, numbers and type of the cabins etc.
- b) Commercial zone shall also be designed at origin, destination, and intermediate stations

- c) The consultant shall design the entire ropeway system including civil, MEP and architectural design layout of stations (minimum three design options) using BIM including 3D Façade drawing of each station, columns, any other structure required as per the concept plan as well as QAP for the ropeway systems. The aesthetics of the stations shall be an important aspect while planning and designing the stations and towers.
- d) Preparation of general Layout of all proposed stations & possible multimodal integration with nearby existing or proposed metro, bus, tram, PRT, Ropeway station
- e) All the drawings shall have the minimum drawing scale of 1:1000
- f) Preparation of 3d views of PRT/Pod/Ropeway/Funicular etc., if required, shall be shown as part of architectural 3d views.
- g) Preparation of typical cross sections for each ropeway stations & towers.
- h) Preparation of general arrangement drawings (GAD) at all critical locations along the proposed corridor viz., integration with other transport system, terminals and at major road crossings
- i) Preparation of elevation plan for the ropeway system,
- j) Preparation of 3d Views of system overlayed on existing location images.
- k) Preparation of 3d views of stations, viaduct, interchanges etc.
- l) The station detailing should include but not limited to layout plans, Floor Plans, Station 3D views, GAD showing integration details to nearby stations, use of local available material for development of stations, stations incorporated on existing buildings etc
- m) Alignment plan for the development of Passenger aerial ropeway including all the necessary infrastructure as per NBC guidelines, required for the effective operation of ropeway including but not limited to dispersal of traffic, parking, administrative offices, security, cloak room, evacuation of people, medical aid system, toilets, commercial zone including retail facilities, refreshment facilities, firefighting, utilities including drainage, sewage etc.
- n) The Consultant shall assess the power supply and any other utilities and obtain the estimates from the concerned agency, required for the ropeway project.
- o) The Consultant shall prepare 3D running miniature model with component detailing on an appropriate scale in consultation with the Authority with maximum size by 8 feet x 4 feet. (quotation for this shall be differently added)

- **Specification, Standards and available Technology**

The consultant shall carry out detailed comparison between various technologies available globally affecting operation efficiency and safety. Further, it shall provide report on the available technologies for cable propelled systems globally and in India and identify most suited technology for efficient and cost-effective operation and management system of the project. The assessment of technologies for ropeway system shall be comprehensive and shall include but not limited to the following factors:

- a) Suitability with respect to topography & terrain and estimated alignment length
- b) Carrying capacity and ease of capacity augmentation
- c) Efficiency of the proposed technology
- d) Implementation of technology in similar terrain/geography and its operational highlights and challenges.
- e) Capital Investment, operating and maintenance cost (total lifecycle cost)

- f) Technology age and evolution.
- g) Reliability of technology
- h) Accreditations received
- i) Safety systems
- j) Failure events across globe and reasons
- k) Available Manufacturers across the globe.
- l) Cabin design, comfort and performance
- m) Passenger perception on safety (if any)
- n) Any other factors

- **Institutional Mechanism and Project Structuring**

- The consultant shall prepare a summary of the proposed works, stages of project implementation activities and the consultant's recommendations with regards to different aspect of the project.
- The consultant shall deliberate the role of regulatory bodies/ government agencies/ other stakeholders in setting up of the Ropeway System Project along with necessary statutory provisions and recommend ways for smooth functioning of the station.
- During the procurement of Concessionaire/ Contractor the consultant shall assist NHLML including pre-bid meeting, preparing replies to pre-bid meetings and other clarifications sought during course of procurement of Concessionaire/Contractor.

- **Construction Methodology**

The Consultant shall submit Report of Construction Methodology incorporate design & planning, civil execution works, assembly & erection works etc.

### **3.4 Socio Economic Evaluation**

#### **i) Social & Environmental Impact Assessment (SIA & EIA)**

##### **i. Analysis of social impact**

- a) Social assessment to be carried out by conducting both primary, secondary surveys and site visits to know the overall social, economic, cultural, religious impact of the project. The report should establish the further action plan required for the project planning and implementation. Following specific tasks to be performed for preparation of social impact assessment:

- Review of the Social Characteristics of the Project
- Site Visit
- Social Screening
- Stakeholders' consultation
- Vulnerable issues

- b) The consultant shall prepare compliance procedures for implementation of the project. These will include safety concerns, prevention of child labour, compliance of labour laws in India, acceptable targets for employing women in construction activities, basic wages for skilled / unskilled workers, wage equality, childcare facilities of workers around the sites.
- c) The consultant would conduct base line socio-economic and census survey to assess the impacts on the people, properties, and loss of livelihood. The socio-economic survey will establish the benchmark for monitoring of R&R activities. A social assessment is conducted for the entire project to identify mechanisms to improve project designs to meet the needs of different stakeholders. A summary of stakeholder discussions, issue raised and how the project design was developed to meet stakeholders need would be prepared.

## **ii. Analysis of environmental impact (EIA)**

- a) An indicative term of reference for the EIA has been illustrated below. However, the consultant is required to take the Terms of Reference (TOR) clearance from the MoEF&CC / State Environment Impact Assessment Authority and Environmental study would be carried forward based on the Approved TOR.
- b) The consultant shall prepare Environmental Impact Assessment report in accordance with the requirement of developing a comprehensive environmental baseline database with respect to:
  - The quality of existing environment in the project area and 15 km radius of its surroundings.
  - CRZ classification and their distances from the project sites (if applicable)
  - Whether the site or near surrounding have mangroves or is inhabited by endangered species or is a place for migratory birds or is a spawning area for aquatic species
  - Identification of the boundary of recorded forests and the number of trees to be cut (Height, diameter, species etc.)
  - Whether the site has any history of industrial pollution or any penalties levied by the Pollution Control Board
  - Whether the site has any features like natural drainage channels (nalas), creeks etc.
  - Whether there are any structures of cultural/historical/religious importance near the site or any ASI (Archaeological Survey of India) designated sites
  - Identification of Sensitive Receptors: Sensitive receptors such as schools, hospitals, religious places near the site will be identified using satellite images, field reconnaissance and interviews with local residents
- c) Apart from the above, the environmental baseline database should also include but not limited to the following items;
  - Physical environment: geology; topography; soils; climate and meteorology; ambient air quality; surface and ground – water hydrology; coastal and oceanic parameters; existing sources of air emissions; existing water pollution discharges; and receiving water quality;
  - Biological environment: flora; fauna; rare or endangered species, wildlife; sensitive

habitats, including parks or preserves, significant natural sites, etc.; species of commercial importance; and species with potential to become nuisances, vectors or dangerous.

- Socio-cultural environment (include both present and projected where appropriate): population; land use; planned development activities; community structure; employment; distribution of income, goods and services; recreation; public health; cultural properties; tribal peoples; and customs, aspirations and attitudes.
- d) The consultant shall conduct studies to assess the influence on physical, chemical and ecological and bio-diversity related aspects of environment in the area
- e) The consultant shall describe alternatives that were examined in the course of developing the proposed project and identify other alternatives which would achieve the same objectives. The concept of alternatives extends to siting, design, technology selection, construction techniques and phasing, and operating and maintenance procedures. Compare alternatives in terms of potential environmental impacts; capital and operating costs; suitability under local conditions; and institutional, training, and monitoring requirements. To the extent possible, quantify the costs and benefits of each alternative, incorporating the estimated costs of any associated mitigating measures.
- f) Include the alternative of not constructing the project, by reducing the environmental impact
- g) Based on baseline conditions and the planned project activities, Environmental impacts should be predicted by the standard methodology. These projections would identify whether the pre-project critical environmental conditions would be further degraded. Identify the list of NOCs, clearances, permissions, approvals from relevant authorities (e.g., Forest clearance, permission from ASI, etc.) to be received from various authorities and stakeholders for development, implementation and operation of the project.
- h) The consultant shall determine potential impacts of the Ropeway System Project. In this analysis, distinction between significant positive and negative impacts, direct and indirect impacts, and immediate and long-term impacts is to be undertaken to identify the impacts which are unavoidable or irreversible. Wherever possible, the consultant should describe impact quantitatively in terms of environmental costs and benefits.
- i) The environmental management and monitoring plan should be prepared by the consultant including proposed work programs, budget estimates, schedules, staffing and training requirements, and other necessary support services to implement the plans. The environmental management plan may be proposed to be made part of the bid document for implementation by the successful bidder. A monitoring system shall also be developed for proper mitigation of the adverse environmental impact and implementation of the plan.
- j) The consultant will need to create all documents for statutory clearance including environment and forest clearance and work with authorities to get the necessary approvals
- k) The consultant shall also carry out study to find out any Court/ Tribunal rule/order restraining development of Ropeway Systems and its allied infrastructure at the sites mentioned in Annexure-I or suggested by the Consultant.

## **ii) Economic Assessment**

The consultant should undertake detailed economic analysis for the project, which shall include but not limited to econometric analysis, estimation of economic IRR etc. for the project. The economic internal

rate of return (EIRR) will include calculation of all the financial and non-financial benefits of the project in monetary terms. The various non-financial benefits and costs to be considered include the decongestion impact, impact on passenger convenience, social impact, environmental impact, ecological impact etc. The benefit and cost streams should be worked out for the project using HDM- IV or other internationally recognized life-cycle costing model.

1. The economic analysis shall cover but be not limited to be following aspects:

- assess the capacity of existing modes of transport and the effects of capacity constraints on travel costs;
- quantify all economic benefits, including those from reduced congestion, travel distance, maintenance cost savings and reduced incidence of accidents; and,
- estimate the economic internal rate of return (EIRR) for the project over a 30-year period. In calculating the EIRRs, identify the tradable and non- tradable components of projects costs and the border price value of the tradable components.
- Saving in time value.

2. Economic Internal Rate of Return (EIRR) and Net Present Value (NPV), “with “and “without time and accident savings” should be worked out based on these cost-benefit stream. Furthermore, sensitivity of EIRR and NPV worked out forth different scenarios as given under:

Scenario – I     Base Costs and Base Benefits

Scenario - II     Base Costs plus 25% and Base Benefits

Scenario – III     Base Costs and Base Benefits minus 25%

Scenario - IV     Base Costs plus 25% and Base Benefits minus 25%

The sensitivity analysis to be done and scenario to be developed taking into account possible construction delays, construction costs overrun, traffic volume, revenue shortfalls, operating costs, exchange rate variations, convertibility of foreign exchange, interest rate volatility, non-compliance or default by contractors, political risks and force majeure.

3. The economic analysis shall consider all on-going and future transport infrastructure projects and future development plans in the project area.

### **iii) Detailed Cost Estimates**

The consultant shall prepare cost estimates related with the Ropeway System project along with the project construction schedule with reference to critical areas of work. The consultant shall leverage latest SORs issued by State Govt. for estimation of Civil Cost and get at least 3 quotations from market for all non-schedule items.

The consultant will estimate the costs associated with various equipment and infrastructure components for the station and tower. The revenue generation from passenger fee, all the possible commercial and real estate activities taking place in the ropeway project area and the value-added service, etc. shall be determined for a period of 15 years. Similarly, the operation and maintenance cost of providing the services and maintenance of infrastructure shall be calculated to assess the annual recurring expenses of the ropeway system.



The BOQ shall be provided to the Authority with detailed reason / explanation of every assumption and shall benchmark it with cost of other similar projects in India or globally.

The consultant shall ensure that the BOQ / cost estimates are explained to all the key stakeholders of the Authority and shall be available for discussions with leadership at NHLML and MoRT&H.

#### **iv) Project Risk Assessment**

As part of the study, the consultant will need to build a comprehensive risk assessment framework across internal and external risks and identify the same for the project. The consultant will need to identify the risk variables and the range of variability for each of the key external and internal risks. In addition, high level impact assessment needs to be conducted along with suitable mitigation measures & strategies.

### **3.5 Transaction Advisory**

#### **i) Financial assessment**

##### **a. Need for Financial Assessment**

1. The Consultant will need to study the financial viability (IRR) of the project under various available commercial formats for all the available models viz. EPC, HAM and DBFOT mode and suggest a mode of funding and execution that is most likely to be successful
2. The consultant shall study the financial viability of the project under several different traffic volume, user fee scenarios and funding options to arrive at the optimal execution mode and funding modalities

##### **b. Financial Assessment of the project**

1. The Consultants shall in consultation with the Authority finalize the format for the analysis and the primary parameters and scenarios that should be taken into account while carrying out the commercial analysis
2. The Financial analysis for the project should cover financial internal rate of return, projected income statements, balance sheets and fund flow statements and should bring out all relevant assumptions.
3. The financial analysis should cover identification, assessment, and mitigating measures for all risks associated with the project. The analysis shall cover, but be not limited to, risks related to construction delays, construction costs overrun, traffic volume, revenue shortfalls, operating costs, exchange rate variations, convertibility of foreign exchange, interest rate volatility, non-compliance or default by contractors, political risks and force majeure.
4. The sensitivity analysis should be carried out for a number of probabilistic scenarios.

##### **c. Outputs from Financial Assessment**

- a. The financial model so developed shall be handed over to and be the property of NHLML. The excel format shall be shared with the Authority in editable format (*without any password protection*)
- b. The consultant shall also suggest positive ways of enhancing the project viability via fare box and non-fare box revenue.

**ii) Assistance in preparing documents for bid preparation**

The consultant will need to assist the client in preparation of necessary documentation for the RFP process for selection of a contractor to execute the project including the following: -

- i. Inputs into preparation of tender documents including RFP & RFQ documents
- ii. Documents for marketing support in the pre-bid stage
- iii. Preparation of Technical Schedules for the systems proposed (civil and architectural specifications) for the concession agreement
- iv. Preparation of Project Information Memorandum including technical concept of the Ropeway Systems, output based technical specifications for construction, technical specifications for operations & maintenance
- v. Assistance in addressing queries during the bidding process including preparing replies to pre-bid meetings and other clarifications sought during course of procurement of concessionaire/contractor, clarification on technical outputs of the study and any other support as deemed necessary from final submission of feasibility report and award of tender for construction.

**3.6 Clearances / Approvals****i) Clearances**

- i. Obtaining approvals regarding statutory/administrative clearances required for setting up of Ropeway Systems from different agencies such as Forest and wildlife Department, Centre/State government and its bodies, Local Authorities etc. and the same shall also be identified and listed. Necessary assistance in this regard will be provided by the Authority.
- ii. The Consultant shall make presentations regarding proposals as and when required for obtaining approvals, clearances etc.
- iii. The responsibility for explaining/discussing the plans/proposals and designs including modifications thereto, if any, before the various authorities shall remain with the Consultant

**ii) Utility shifting proposal and estimates****a. Identify type and location of all existing utilities impacting the project**

- i. The consultant will review information available with all utility's agencies in the region, consult maps/plans available with NHLML, NHAI, MoRTH and state agencies, consult with locals and municipal bodies to ascertain the presence and location of utilities, including but not limited to water-mains, gas, telephone, electricity, sewage line and fiber-optic installations in and around the project.
- ii. The consultants shall collect details of all important physical features along the alignment which will impact the project such as place of worship, rivers, water catchment, mountains and its stability, transmission towers/ its lines, flight path, any bird sanctuary/ bird path along with direction & height as per guidelines of Forest/ MoEF for such project, snow avalanches, wind speed, etc. The survey would cover the entire route/ alignment of the ropeway systems, the adequate allowance for possible shifting of the central lines at some of the critical locations.

- iii. Deploy ground penetrating radar (GPR), inductor locators or better technology to accurately map the location, type and size of utilities impacting the project as required in the section of this TOR
- iv. Develop a detailed strip plan and digitized maps showing:
  - a. type, size and current location of all the utilities identified.
  - b. relative offset from the centerline
  - c. existing right of way
- v. The information collected during reconnaissance and field surveys shall be shown on a strip plan so that the proposed improvements can be appreciated and the extent of land acquisition with LA schedule, utility removals of each type etc. assessed and suitable actions can be initiated. Separate strip plan for each of the services involved shall be prepared for submission to the concerned agency.

**b. Plan for utilities in future design**

- i. The consultant needs to identify utilities that will require shifting to enable construction of the proposed project
- ii. Incorporate space required for elevated and under-ground utilities corridors and utilities crossings as required for existing and future utilities in consultation with user departments

**c. Develop a utilities relocation plan**

- i. The consultant needs to develop and submit a utilities relocation plan in consultation with NHLML and user departments clearly identifying current utilities and suggested relocations along with crossings as required
- ii. Plan and conduct discussions, consultations and joint site visits required for the planning of utilities shifting and the development of required drawings and proposals
- iii. Prepare necessary details, documents and suggested relocation plan to be submitted to user department
- iv. Develop initial cost estimates based on suggested relocation plan and the latest available schedule of rates for inclusion in the cost of the project at the time of approval

**d. Estimates and approvals**

- i. The consultants shall obtain draft utilities shifting proposal from user departments for all utilities identified for shifting along project
- ii. Prepare utility shifting cost estimates using latest schedule of rates and obtain approval from user departments
- iii. Review final designs submitted, cost estimates, complete checklist, obtain required declarations and submit to PIU for approval
- iv. Work with user department, PIU/ Site Office and RO/ ZO as required to incorporate any changes requested in shifting proposal and cost estimate by RO/ ZO and NHLML HQ

- v. Obtain all required utilities shifting proposal estimates and required approvals from both user departments and NHLML within the time stipulated in contract
- vi. The consultant need to consult various Utility departments and prepare estimate for enabling utilities required for the projects such as Electricity, Water, Sewage etc.

**iii) Stakeholder Consultation**

- o The consultant will need to conduct workshops across the duration of the project with the client and relevant stakeholders to align on the key recommendations and project outputs.
- o The consultant will need to carry out the workshops and alignment meetings with the Authority and stakeholders at their own cost.
- o All costs related to workshops; meetings need to be included in the financial bid as part of overhead costs. Costs related to visit to Ropeway System Project site abroad will be borne by the client, however the consultant will do the detail arrangement & Liasoning for the whole visit. Specific Ropeway System Project to be visited will be determined in consultation with the client.

**ENCLOSURE-I****Qualification and Experience Requirement of Key Personnel**

S. No.	Position	Minimum years of professional experience	Specific expertise
1.	Team Leader cum Ropeway Expert	15	<p>The team leader cum ropeway expert should be a Graduate in Civil/Mechanical/Electrical Engineering with a Post Graduate degree in Civil/ Mechanical/Electrical Engineering or any specialized courses in Ropeways/ cable propelled transit system</p> <p>Should have relevant experience as detailed in APPENDIX V</p>
2.	Environment cum Forest Expert	5	<p>Should be a graduate degree holder in Environmental Engineering / Social Sciences or equivalent preferably with Post-Graduation in Environmental Engineering / Science or equivalent</p> <p>Should have experience in environmental impact assessment, environmental management plan, statutory clearance management &amp; clean development mechanism related to large scale infrastructure projects viz BRTS, Metro Rail, Monorail, Railways, Ropeways, Inter Modal Stations / Bus Stations, Highways, Expressway, Urban Development Project, Power Transmission and Distribution and Hydropower Projects</p> <p>Should have relevant experience as detailed in APPENDIX V</p>
3.	Transportation Planner	10	<p>Should be a graduate in Civil Engineering / Urban Planning / Economic / Architect / Economist or equivalent preferably with Post Graduate in Traffic / Transportation Engineering / Transportation Planning</p> <p>Should have relevant experience as detailed in APPENDIX V</p>
4.	Financial Expert	10	<p>Should be a graduate with Post Graduate in MBA (Finance) / CA / CFA or equivalent</p> <p>Should have relevant experience as detailed in APPENDIX V</p>

- Age of the key staff proposed should not be more than 65 (sixty-five) Years on the last day of submission of proposal
- The client reserves the right to ask for the details regarding the proof of age, qualification, experience and association of the key staff with the firm.

- Consultants, who are executing ongoing mandates from Client, must propose a separate team of key staff while bidding for this project.
- The key staff proposed above should be available for presentations/ discussions/ meetings with the Client at Delhi or through video conference as per direction of authority.
- The Consultant should carryout self-evaluation based on the evaluation criteria at Appendix-V. While submitting the self-evaluation along with bid, Consultant shall make references to the documents submitted in their proposal which have been relied upon in self-evaluation.

**ENCLOSURE-II****Schedule for submission of Reports and Documents**

**The checklist for different stages of submission of report has been enclosed as under and the same shall be appended with proper references and page numbering. The checklist/s shall be appended with the report without which no payment shall be made.**

No.	Description	No. of Copies
1	QAP, Inception Report & Submission of alternative Alignment Plans	2 Nos.
2	Traffic and demand Assessment Report	2 Nos.
3	Submission of BOQ, Costing and Financial Viability Assessment	2 Nos.
4	Draft Project Report	2 Nos.
5	Final Project Report	2 Nos.

## Schedule for approval of Reports and Documents after submission by consultant

The checklist for different stages of submission of report has been enclosed as under and the same shall be appended with proper references and page numbering. The checklist/s shall be appended with the report without which no payment shall be made.

S. No.	Milestone	Timeline (in weeks) from commencement
1a	QAP, Inception Report	D+2
1b	Submission of alternative Alignment Plans (along with draft LAP)	D+4
2	Market and demand assessment report for Ropeways (forecast to be of 30-year Horizon) in time-to-time consultation with Client	D+6
3	<ul style="list-style-type: none"> <li>Submission of options of technology with merits and demerits of each option, after due consultation with the Client (NHLML HQ and Field Staff).</li> <li>Submission of final Land Acquisition Plan</li> </ul>	D+12
4a	<ul style="list-style-type: none"> <li>Submission of Draft Project Report after carrying out all requisite field investigations and surveys with due consultation with the Client and relevant stakeholders along with final drawings.</li> <li>Submission of cost estimate complete in all respects including estimates for utilities along with Business case</li> <li>Submission of financial viability assessment for the project, along with the financial model for project implementation under HAM and DBFOT mode</li> </ul>	D+14
4b	<ul style="list-style-type: none"> <li>Approval of Draft DPR, Cost Estimates and Financial Viability Assessment by NHLML</li> </ul>	D+14
5a	<ul style="list-style-type: none"> <li>Submission of Final Project Report</li> <li>Submission of technical schedules for selection of developing agency</li> </ul>	D+16
5b	<ul style="list-style-type: none"> <li>Submission of all statutory documents for Forest clearance stage 1</li> <li>Submission of EIA and EMP report</li> </ul>	D+16
5c	<ul style="list-style-type: none"> <li>Submission of RFP, DCA, Non Technical Schedules and other relevant documents required for Bidding as well as approval from Competent Authority</li> </ul>	D+16
6	Obtaining Stage 1 Forest clearance and obtaining other statutory clearances viz. Wildlife / ASI / AAI / MoD / IWAI etc.	D+24

*\*Start date shall be the date of Commencement of Services as provided in General Conditions of Contract, Section 2*

*The relevant core staff of the consultant will be required to give a presentation to client regarding the broad features of the deliverable before the submission of each deliverable as per the delivery milestone. The comments of the client shall be incorporated in the final scheduled deliverable.*



**ENCLOSURE-III****Formats for submission of Reports and Documents****1. Standard formats for deliverables**

- i. During the course of the assignment to prepare DPR report, several reports, drawings and documents will need to be submitted by the consultants to National Highways Logistics Management Limited.
- i. For the purposes of submission, format requirements have been laid out for some of the reports and drawing deliverables in this enclosure, which shall be adhered to strictly
- ii. In addition, consultants are to align and agree with National Highways Logistics Management Limited officials the format of submission for all reports.

**2. Format for submission of report deliverables****2.1 Printed hard copies of reports**

- i. All reports and documents shall be submitted in both printed hard copy and digital formats
- ii. For hard copies, the consultant shall submit bound volumes (and not in spiral binding form) after completion of each stage of work as per the schedule and in the number of copies as given in Enclosure II

**2.2 Digital copies of reports**

1. Every report shall also be submitted in digital format to the authority in the following formats:
  - i. The final report as submitted in the portable document format (.pdf)
  - ii. An editable document in the relevant Open Document Format for Office Applications (ODF) and if available the relevant Microsoft Office document format (MS Office)
  - iii. All tables and models used to and referred to in the reports shall also be submitted as spread-sheets in the relevant ODF format and MS Office format
  - iv. The digital copies of reports shall be submitted in the form of removable storage devices (CD or USB pen drive) and also hosted on a secured online document storage and retrieval platform as described in clause 2 Data products
2. The removable storage device submitted at each deliverable stage shall contain:
  - i. Reports for that stage
  - ii. All draft and final reports previously submitted
  - iii. Correspondence with National Highways Logistics Management Limited
  - iv. Clients' comments on submitted reports
  - v. Any communication, letters and approvals to and from other government and local agencies and any other relevant body
  - vi. An updated index of all the contents on the removable storage device
3. Every submission will be accompanied by a table of contents and index of all documents submitted for ease of reference

## 2 Data products

1. During the course of the assignment, the consultant shall perform several surveys and collect data that will be used for the design of the ropeways systems and delivered to the client.
2. Consultants are encouraged to keep commonly available software and data packages, and typical uses for data while deciding final formats of data within the constraints of this document or where a format has not been defined
3. In order to standardise data formats and simplify hand over and re-use of data, some requirements for minimum content and format are laid down below.

Sr No	Data product	Contents required (definition)	Data format
0	Formats to be used	List of data, drawing and design outputs, reporting format, digital format suggested, key data to be included (column headers), units and system to be used	CSV or ODF sheet, .xlsx optional
1	Traffic surveys		
1.1	List of traffic survey points	Point no, location coordinates (lat, long), location of survey point, chainage, no lanes/type of junction, type of survey, date of survey, length of survey, any commentary, equipment/technique used, link to survey output	CSV or ODF sheet, .xlsx optional
1.3	O-D and other surveys	Survey point, survey location, location lat, long, chainage, date, time, period of survey, technique/equipment used in addition to the survey data itself	CSV or ODF sheet, .xlsx optional
2	Engineering surveys and investigations		
2.1	Raw DGPS data	Notes must contain Date, time of survey, equipment used, corrections applied is any. Data: Survey benchmarks, benchmark points, location data points	CSV or ODF, Receiver Independent Exchange Format (RINEX)
2.2	LiDAR point cloud	Notes must contain Date, time of survey, equipment, summary post processing applied. Data: Survey benchmarks, data points, point cloud of entire project corridor as defined in	LASER file format for exchange CSV sheet, .xlsx optional
2.3	Images	360 Deg/ ortho images of entire stretch of alignment	Geographic Tagged Image File Format (GeoTIFF)
2.4	Video	Traverse video of entire project length	Audio video interleave (.avi) or

Sr No	Data product	Contents required (definition)	Data format
			MPEG-4 file (.mp4)
2.5	Topographic map + contours	1:1000 scale map with 50 cm contours	Contours: geo-referenced shape files (.shp) or .dxf files, .dwg/.dgn files options
2.6	Digital elevation model	Digital terrain modelled from aerial and ground surveys	Digital elevation model in USGS Spatial Data transfer standard (SDTS) format
2.7	Longitudinal and cross sections	Location of cross section - existing, design chainage, lat, long, Cross section drawing	.dxf files, .dwg/.dgn files options
2.8	As-is terrain map	3D digital map of as-is project containing earth surface, road layers, utilities, buildings and trees with feature data extracted and mapped in layers, marked on the map and tabulated data provided separately.	Digital terrain model and maps in LandXML/.dxf format, .dwg/.dgn files options Separate CSV or ODF sheet, .xlsx optional of feature data in addition to map
2.9	Details of utility	type of utility, no, class and category of utility installation (e.g., 66 kV xlpe), location, distance from centerline, user agency	CSV or ODF sheet, .xlsx optional
2.10	Utility maps	Existing utilities at stations, towers or alignment impacting project	georeferenced shape files (.shp) and drawings in .dxf format
2.11	Sub-grade and soil strength	In the format of the testing lab, summary details must be tabulated and must include: test pit no, location, , lat/long, date, time of test, tester/lab details, in-situ density, moisture content, field CBR, characterization, in-lab moisture and density, lab CBR	Summary in CSV or ODF sheet
3.1	Final alignment geometry	Georeferenced centerline horizontal and vertical alignment. Additional details etc.	Geometry or shape files: .shp/.dxf, .dwg/.dgn files options

Sr No	Data product	Contents required (definition)	Data format
3.2	Proposed structures	Geo referenced location and alignment, 3D model of structure and appurtenances, cross section, plan and profile drawings for construction	.dxf/.dtm
4	Other deliverables		
4.1	Digitized cadastral maps	Digitized revenue map overlaid with key landmarks, land size, survey number and ownership data. min 1:1000 scale map with >1mm accuracy	Geometry or shape files: .shp/.dxf, .dwg/.dgn files options
4.2	Financial analysis	Spreadsheet model with instructions, index and containing all inputs and assumptions, time series construction and operating costs, revenues, financing and equity cash flows, NPV/IRR, sensitivity scenarios and results	ODF sheets, MS office .xlsx optional

### 3 Online hosting and archival of deliverables

#### 3.1 Hosting deliverables online

- i. The consultant shall store all deliverables from this assignment on a secure online file hosting platform that is remotely accessible by authorised users on the world wide web
- ii. The consultant shall provide read only access to all relevant officers of National Highways Logistics Management Limited and provide further access to additional users as and when requested by National Highways Logistics Management Limited.
- iii. Consultant shall provide a point of contact for access to these files, solving any technical issues and shall respond to all requests in a timely manner
- iv. Consultant shall ensure that the files are hosted in a platform that conforms to any file hosting and file sharing security standards as may be laid down by the government of India

#### 3.2 Deliverables to be hosted

- i. Data and deliverables to be hosted in an online accessible format shall include but not be limited to:
- ii. All draft and final deliverables in the digital formats prescribed in this TOR and in file formats in wide use where formats are not specified
- iii. Data, images and videos from all surveys and investigations conducted of this enclosure
- iv. All correspondence to and from National Highways Logistics Management Limited including clients' comments on submitted reports
- v. Any communication, letters and approvals to and from other government local agencies and any other relevant body
- vi. The platform shall also contain an index and table of contents of information being hosted for ease of access and use

### **3.3 Time period and costs**

- i. Access to above mentioned files will be provided till the end of construction (final commercial operations date of contractor/ concessionaire) that form a part of this assignment at the cost of the consultant
- ii. Access to additional users shall also be at no additional cost to the authority

**APPENDIX-II – SUBMISSION FORMS****Proof of Eligibility**Form-E1

Letter of Proposal (On Applicant's letter head)

(Date and Reference)

To, \*\*\*\*\*

\*\*\*\*\*

\*\*\*\*\*

Sub: Appointment of Consultant for carrying out DPR Study for .....

Dear Sir,

With reference to your RFP Document dated ....., I/we i.e. M/s-----  
 ----- (Name of Bidder) having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We understand that you may cancel the Selection Process at 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 Applicants in accordance with Clause 1.7 of the RFP document.
8. I/We declare that we/any member of the consortium, are/is not a Member of any other Consortium applying for Selection as a Consultant.
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
12. 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 Authority [and/ or the Government of India] in connection with the selection of consultant or in connection with the Selection Process itself in respect of the above-mentioned Project.
13. I/ We offer a BID Security of Rs. 5.00 Lakh (Rupees Five Lakh only) to the Authority in accordance with the RFP Document.
14. 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 Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this valid for 120 (One hundred and twenty) days from the Proposal Due Date specified in the RFP.
16. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
17. In the event of my/our firm/consortium being selected as the Consultant, I/we agree to enter into any Agreement in accordance with this RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of and documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
19. The Proof of Eligibility and Technical proposal are being submitted online (as per clause 4.1 of LoI). Financial Proposal is being submitted online only. This Proof of Eligibility read with Technical Proposal and Financial Proposal shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant/Lead Member)

## Appendix- II – SUBMISSION FORMS

### Form-E2/T3

#### FIRM'S REFERENCES

#### Relevant Services Carried out in the Last Ten Years (2014-15 onwards) Which Best Illustrate Qualifications

The following information should be provided in the format below for each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was legally contracted by the client:

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by your firm:
Name of Client:		No. of Staff:
Address:		No. of Staff Months:
Start Date (Month / Year)	Completion Date (Month / Year)	Approx. Value of Services: (in INR/current USD) :
Name of JV/Association Firm(s) if any:		No. of Months of Professional Staff provided by Associated Firm(s)
Status of your Company in the Assignment i.e., Sole/Lead Member/Other Member/Associate		
Project Cost:		
Length of the ropeway project in Km:		
Terrain: Mountainous / plan		
Technology used		
Number of towers and tower spacing		
Passenger capacity		
Narrative Description of Project:		
Description of Actual Services Provided by your Company:		

**Signature of Authorized Representative**

**(Certificate from Employer regarding experience should be furnished)**



**Appendix- II – SUBMISSION FORMS**Form- E3**Financial Capacity of the Applicant**

Name of Applicant:

Sr. No.	[Financial Year]*	Annual Revenue (Rs/US \$ in million)
1	2023-24	
2	2022-23	
3	2021-22	
4	2020-21	
5	2019-20	

**Certificate from the Statutory Auditor<sup>\$</sup>**

This is to certify that ----- (name of the Applicant) 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)

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

**Note:**

\*Financial year to be modified as applicable

Please do not attach any printed Annual Financial Statement.

## Appendix- II – SUBMISSION FORMS

### Form- E4

#### Bank Guarantee for BID Security

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

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

Bank Guarantee: Date:

WHEREAS, \_\_\_\_\_ (Name of Bidder) \_\_\_\_\_ (hereinafter called "the bidder") has submitted his bid dated \_\_\_\_\_ (date) for the Tender No. \_\_\_\_\_, dated \_\_\_\_\_ (hereinafter called "the Bid". KNOW ALL MEN by these presents that We, \_\_\_\_\_ [Name of Bank] of \_\_\_\_\_ [Name of Country] having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ [name of employer] (hereinafter called "the Employer") in the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Lakhs only) for which payment will and truly to be made to the said employer the bank binds himself, his successors and assigns by these presents.

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

THE CONDITIONS of this obligation are:

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

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

This Guarantee will remain in force up to and including the date 150 (one hundred and fifty) days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to \_\_\_\_\_ Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) and the guarantee shall remain valid till \_\_\_\_\_. Unless a claim or a demand in writing is made upon us on or before \_\_\_\_\_ all our liability under this guarantee shall cease.

4. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NHLML having following details:

S. No.	Particulars	Details
1.	Name of Beneficiary	National Highways Logistics Management Limited
2.	Name of Bank	HDFC Bank
3.	Account No.	50200105144004
4.	IFSC Code	HDFC0000011

DATE \_\_\_\_\_

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

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

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

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

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

*Note: In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalized Bank in Ind*

**APPENDIX- III – TECHNICAL PROPOSAL**  
**(Form-T1)**

**TECHNICAL PROPOSAL**

FROM:

TO:

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Sir:

Subject Consultancy Service for

---

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**Regarding Technical Proposal**

I/We \_\_\_\_\_ (name of Bidder) Consultant/ Consultancy firm herewith  
enclose Technical Proposal for selection of my/our firm/organization as Consultant for

Yours faithfully,

---

Signature  
Full Name  
Designation  
Address

**(Authorized Representative)**

**(Form-T-2)**

**Deleted**

**Form-E2/T3****FIRM'S REFERENCES****Relevant Services Carried out in the Last Ten Years Which Best Illustrate Qualifications**

The following information should be provided in the format below for each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was legally contracted by the client:

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by your firm:
Name of Client:		No. of Staff:
Address:		No. of Staff Months:
Start Date (Month / Year)	Completion Date (Month / Year)	Approx. Value of Services: (in INR/current USD):
Name of JV/Association Firm(s) if any:		No. of Months of Professional Staff provided by Associated Firm(s)
Status of your Company in the Assignment i.e., Sole/Lead Member/Other Member/Associate		
Project Cost:		
Length of the ropeway project in Km:		
Terrain: Mountainous / plain		
Technology used		
Number of towers and tower spacing		
Passenger capacity		
Narrative Description of Project:		
Description of Actual Services Provided by your Company:		

**Signature of Authorised Representative**

**(Certificate from Employer regarding experience should be furnished)**

Form- T4

**Composition of the Team Personnel and the task Which would be assigned to each Team Member**

I. Technical/Managerial Staff

Sr. No.	Name	Position	Task Assignment
1.			
2.			
3.			
4.			
.....			

II. Support Staff

Sr. No.	Name	Position	Task Assignment
1.			
2.			
3.			
4.			
....			
....			

**Form- T5****APPROACH PAPER ON METHODOLOGY PROPOSED FOR PERFORMING THE ASSIGNMENT**

Technical approach with methodology and work plan is key component of the Technical Proposal. The consultant is suggested to present its Technical Proposal divided into the following chapters:

- a. Project appreciation and understanding of assignment
- b. Project approach & methodology
- c. Duties and responsibilities of the team leader cum ropeway expert and other key personnel
- d. Work plan and staffing schedule

**Project appreciation and understanding of assignment** – The consultant should clearly outline their understanding of the objectives and scope of the assignment. The consultant should clearly highlight the end-state envisioned for various modules and stages of the project. A clear transition from the “as-is” state to the “to-be” state should be outlined with high level articulation of project impact.

**Project Approach and Methodology.** In this chapter the consultant should explain the approach to the services, methodology for carrying out the activities to obtain the expected output and the degree of detail of such output. The consultant should highlight the problems to be addressed along with their importance and explain the technical approach the consultant would adopt to address them. The consultant should also explain the proposed methodologies to adopt and highlight the compatibility of those methodologies with the proposed approach. Please limit the discussion to 20 single sided pages (10 double sided pages). Discussions greater than this limit shall not be considered for evaluation.

**Duties and responsibilities of the team leader cum ropeway expert and other key personnel** – In this chapter, the consultant should clearly outline the roles and responsibilities of the team leader cum ropeway expert and other key personnel. Specific responsibilities towards key deliverables need to be outlined and contribution of team leader cum ropeway expert and key personnel should also be highlighted accordingly. Interfaces across the expert team should also be highlighted to indicate shared expert inputs into modules as per the work plan.

**Work Plan & Staffing schedule.** In this chapter the consultant should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client) and delivery dates of the reports. The proposed work plan should be consistent with technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule. In addition, the consultant should propose the structure and composition of the proposed team. The consultant should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.



**Form- T7****REFERENCES****Relevant Services Carried Out Which Best Illustrate Qualifications**

The following information should be provided in the format below for each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was legally contracted by the client:

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by your firm:
Name of Client:		No. of Staff:
Address:		No. of Staff Months:
Technology Used:		
Start Date (Month / Year)	Completion Date (Month / Year)	Approx. Value of Services: (in INR/current USD) :
Name of JV/Association Firm(s) if any:		No. of Months of Professional Staff provided by Associated Firm(s)
Status of your Company in the Assignment i.e., Sole/Lead Member/Other Member/Associate		
Narrative Description of Project:		
Description of Actual Services Provided by your Company:		

**Signature of Authorised Representative**

**(Certificate from Employer regarding experience should be furnished)**

**Form- T8****Format of Curriculum Vitae (CV) For Proposed Key Personnel****Curriculum Vitae (CV) for the Key Personnel  
(with one page of summary of experience)**Photo

1. Proposed Position:

2. Name of Staff:

3. Date of Birth:

**(Please furnish proof of age)**

4. Nationality:

5. Educational Qualification:

*(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained). (Please furnish proof of qualification)*

Contact Address with Phone and mobile numbers:

6. Membership of Professional Societies:

7. Publication:

*(List of details of major technical reports/papers published in recognized national and international journals)*8. **Employment Record:***(Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments along with the description of duties performed. For experience **period of specific assignment must be clearly mentioned**, also give client references, where appropriate).*

9. Summary of the CV

*(Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV).*

## A) Education:

- i) Field of graduation and year
- ii) Field of post-graduation and year
- iii) Any other specific qualification

## B) Experience

- i) Total experience as desired: \_\_\_\_ Yrs.
- ii) Responsibilities held and position: a) \_\_\_\_ No. of projects and Yrs.  
b) \_\_\_\_ No. of projects and Yrs.  
c) \_\_\_\_ No. of projects and Yrs.
- iii) Relevant experience and position: \_\_\_\_ No. of projects and Yrs.

## C) Permanent Employment with the firm: \_\_\_\_ Yrs. And period

If yes, how many years and period:

If no, what is the employment arrangement with the firm?

## Certification:

- 1 *I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of this assignment on the project*
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this biodata correctly describes myself my qualification and my experience.

**Signature of the Candidate** \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

**Signature of the Authorized Representative of the firm** \_\_\_\_\_

Pl \_\_\_\_\_  
ac \_\_\_\_\_  
e \_\_\_\_\_  
D \_\_\_\_\_  
at \_\_\_\_\_  
e \_\_\_\_\_

Note: Each page of the CV shall be signed in ink by both the staff member and the Authorized representative of the firm. Photocopies will not be considered for evaluation.

**UNDERTAKING FROM THE PROFESSIONAL****Name of Work:****Position in the Team:**

I, ..... (Name) have not left any assignment with the consultants/ contractors engaged by Client viz. MoRT&H/NHAI/NHLML/NHIDCL/IAHE/BRO/State PWD or any other MoRTH implementing agency without completing my assignment. I will be available for the entire duration of the current project for which I am being included in the team. If I leave this assignment in the middle of the completion of the work, I may be debarred for an appropriate period to be decided by Client. I shall also have no objection if my services are extended by Client for this work in future.

I, the undersigned, also certify that to the best of my knowledge and belief, my biodata, information and credentials submitted in this proposal truly describe myself, my qualification and my experience. I shall be liable for any action, as deemed fit, in case there is any mis-representation in this regard.

Date:

Place:

Signature

(Name of Key Personnel)

**UNDERTAKING FROM CONSULTING FIRM****Name of Work:**

The undersigned on behalf of .....(Name of Consulting Firm) certify that none of the Key Personnel included in our team to the best of our knowledge has left his/her assignment with any consulting/ contracting firm engaged by MoRT&H/NHAI/NHLML/NHIDCL/IAHE/BRO/State PWD or any other MoRTH implementing agency. We further ensure that the Key Personnel won't leave the assignment in the middle of completion of work and if the key personnel does so then .....(Name of Consulting Firm) will act in accordance with Clause 3.2.4 point ix). We also confirm the truthfulness of the credentials uploaded by our firm/JV Member/Associate and all the Key Personnel proposed in our team.

We understand that if any information about our firm/JV Member/Associate / Key Personnel is found contrary to what has been submitted in this proposal, the Client would be at liberty to remove the concerned personnel from the present assignment and debar our firm/JV Member/Associate / Key Personnel for an appropriate period to be decided by the Client.

Date:

Place:

Signature

(Name of Authorized Signatory)

**APPENDIX-IV – FINANCIAL PROPOSAL****(Form-I)****FINANCIAL PROPOSALS**

FROM:

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TO:

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Sir:

Subject: Consultants' Services for

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Regarding Price Proposal

I/We \_\_\_\_\_ Consultant/consultancy firm herewith enclose \*Price  
Proposal for selection of my/our firm/organization as consultant

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Yours faithfully,

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

(Authorized Representative)

**(Form-II)**

**Format of Financial Proposal****Summary of Cost in Local Currency**

No.	Description	Amount (LC)* (INR) (in figures)	Amount (LC)* (INR) (in words)
I	<b><u>Local Consultants</u></b> Remuneration for Local Staff (inclusive of per diem allowance)		
II	Sub-Key Personnel (inclusive of per diem allowance)		
III	Transportation		
IV	Duty Travel to Site		
V	Office Rent		
VI	Office Supplies, Utilities and Communication		
VII	Reports and Document Printing		
VIII	Surveys & Investigations		
A	Topographical Survey		
B	Investigations		
	<b>Sub-total Local Consultants:</b>		
	<b><u>Foreign Consultants</u></b>		
F-I	Remuneration for Expatriate Staff		
F-II	Mobilization and Demobilization		
	Total Cost Net of Tax :		
Taxes and Duties	I. Income Tax (Expatriate) II. Other Taxes/ Duties (if any) Specify clearly		
	Total cost net of Goods & service tax**		
	Goods & Service Tax		
	<b>TOTAL COSTS (Including GST)</b>		

LC\* Local Currency

\*\* Total Cost Net of Goods &amp; Service Tax shall be considered for financial evaluation

Note: No escalation will be payable during the services

**Insurances shall not be allowed separately. These will be incidental to main items.*****Rates for all items shall be quoted in figures and words*****(Form-II-A)**



**Location-wise Financial Proposal****Summary of Cost in Local Currency**

<b>S. No.</b>	<b>Name of Project</b>	<b>Amount (LC*) (INR) (in figures)</b>	<b>Amount (LC*) (INR) (in words)</b>
<b>1</b>			
<b>2</b>			
<b>3</b>			
<b>4</b>			
<b>5</b>			
	Total Cost Net of Tax:		
<b>Taxes and Duties</b>	I. Income Tax (Expatriate) II. Other Taxes/ Duties (if any) Specify clearly		
	<b>Total cost net of Goods &amp; service tax**</b>		
	Goods & Service Tax		
	<b>TOTAL COSTS (Including GST)</b>		

LC\* Local Currency

\*\* Total Cost Net of Goods & Service Tax shall be considered for financial evaluation

Note: No escalation will be payable during the services

**Note: Total cost net of Goods & Service Tax in Form-II and Form-IIA shall be the same.**

**(Form-III)****Estimate of Local Currency Costs****I. Remuneration for Local Staff (including per diem allowance)**

\_\_\_\_\_ (Name of Project)

<b>I. Position of Key Staff</b>	<b>Name</b>	<b>Staff month rate</b>	<b>Input (Staff months)</b>	<b>Amount INR</b>
Team Leader cum Ropeway Expert cum Coordinator			6	
Environment cum Forest Expert			5	
Transportation Planner			4	
Financial Expert			2	
<b>II. Position of Sub-Key Personnel</b>	<b>Name</b>	<b>Staff month rate</b>	<b>Input (Staff months)</b>	<b>Amount INR</b>
Structural Engineer			4	
Geotechnical Engineer			4	
Quantity Surveyor			4	
Architect			3	
Legal Expert			2	
Ropeway Engineer			6	
<b>Total</b>				

**III. Transportation (Fixed costs)**

<b>S. No</b>	<b>Description</b>	<b>Qty.</b>	<b>Nos. of months</b>	<b>Rate/ Month (INR)</b>	<b>Amount (INR)</b>
1	The vehicles provided by the Consultants shall include the cost for rental, drivers, operation, maintenance, repairs, insurance, etc. A. For use of consultants				
	<b>Total</b>				

**IV. Duty Travel to Site (Fixed Costs)**

<b>Trips Description</b>	<b>No.</b>	<b>Rate (INR)</b>	<b>Amount (INR)</b>
		<b>Total</b>	

**V. Office Rent (Fixed Costs)**

<b>S. No.</b>	<b>Description</b>	<b>No. of Month</b>	<b>Monthly Rate (INR)</b>	<b>Amount (INR)</b>
---------------	--------------------	---------------------	---------------------------	---------------------

1	The rent cost includes maintenance, cleaning, repairs, etc.			
			<b>Total</b>	

**VI. Office Supplies, Utilities and Communication (Fixed Costs)**

No.	Item	Months	Monthly Rate (INR)	Amount In INR.
	Office Supplies Drafting Supplies Computer Running Costs Domestic and International Communication			
			<b>Total</b>	

**VII. Reports and Document Printing**

No.	Description	No. of Copies	Rate per Copy ( INR. )	Amount (INR.)
1	QAP, Inception Report & Submission of alternative Alignment Plans	2 Nos.		
2	Traffic and demand Assessment Report	2 Nos.		
3	Submission of BOQ, Costing and Financial Viability Assessment	2 Nos.		
4	Draft Project Report	2 Nos.		
5	Final Project Report	2 Nos.		

**VIII. Survey and Investigation****A. Topographical Survey (Fixed Cost)**

No.	Item	Amount (INR)
1	Detailed Topographic Survey using LIDAR/ Total Station or both or better technology	

**B. Other Engineering Investigation (Fixed cost)**

No.	Description	Amount (INR)
1		

**(Form-IV)****Estimate of Costs for Expatriate Consultants (in Indian Rupees)****I. Remuneration of Expatriate Staff including per diem allowances**

<b>No.</b>	<b>Positions</b>	<b>Name</b>	<b>Rate ( )</b>	<b>SM</b>	<b>Amount ( )</b>
			<b>Total:</b>		

**II. Mobilization and Demobilization****II. International Airfares (Fixed costs)**

<b>Position</b>	<b>Round Trips</b>	<b>Rate</b>	<b>Amount (INR)</b>
		<b>Total</b>	

**2 Inland Travel in Home Country (Fixed Costs)**

Lump Sum .....

**3. Other Miscellaneous expenses (like DA, internal travel expenses other incidentals)**

(fixed cost)

Lump Sum .....

## APPENDIX-V - DETAILED EVALUATION CRITERIA

### DETAILED EVALUATION CRITERIA

#### 1. First Stage Evaluation -Proof of Eligibility (Para 12.1 of Data Sheet)

##### Minimum Eligibility Requirements

Clause	Minimum Qualification Criteria	Minimum Number of projects
A	The firm should have completed / prepared Detailed Project Report (DPR) for Passenger cable propelled transit system in the last 10 years <sup>#</sup> including Line calculations, profile checking, load calculations, stations planning and construction and Techno economic feasibility. Ongoing projects (complete up to 90%) will be considered for which experience of consultancy services is claimed.	2
B	The firm should have completed / prepared Detailed Project Report (DPR) for Passenger cable propelled transit system with a cumulative length of at least 5 kms in the last 10 years <sup>#</sup> including Line calculations, profile checking, load calculations, stations planning and construction and Techno economic feasibility. Ongoing projects (complete up to 90%) will be considered for which experience of consultancy services is claimed.	> 5 kms
C	The firm should have experience in carrying out transaction advisory for infrastructure projects of Central / State Govt. Ongoing projects (complete up to 90%) will be considered for which experience of consultancy services is claimed.	2
Clause	Minimum Qualification Criteria	Financial Capacity
D	Average annual turnover from consultancy services for last 5 financial years i.e. 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24 <sup>2</sup>	INR 20 Cr.

# All the technical experience in terms of years wherever quoted above shall be from Bid due date.

- I. The firm needs to provide detailed experience certificates for all projects claimed under category 'A' detailing out the period of assignment, commencement of date of services, completion of services date, percentage completed (if the project is ongoing), project cost, cost of consultancy services, length of Passenger cable propelled transit project, tower lengths, number of stations, terrain of the project, designed PHPDT **from the engaging government agency/certified by statutory auditor.**

<sup>2</sup> Annual turnover duly certified by Chartered Accountant shall be accepted. In case of non-availability of such documents no weightage of turnover/experience will be considered. Annual Average Turn Over for the last 5 years {In cases where, Audited/Certified copy of Balance Sheet for the FY 2023-24 is available, last five years shall be counted from 2019-20 to 2023-24. However, where audited/certified copy of the Balance Sheet for the FY 2023-24 is not available (as certified by the Statutory auditor) then in such cases last five years shall be considered from 2018-19 to 2022-23} of the firm from Consultancy services should be equal to more than Rs. 20 crores.

- (i) The sole applicant shall fulfill all the requirements given in Table-1.
- (ii) **In case of JV, the Lead Partner or JV on combined basis should fulfill 100% of all the eligibility requirements for “A” and “B”.**

**D2. Second Stage Evaluation -Technical Evaluation (Para 12.2 of Data Sheet)****(A) Firm's Relevant Experience (40) and (B) Project Understanding, approach and methodology etc.**

S. No	Description		Max. Points
<b>A</b>	<b>Experience of the Firm Related to the Assignment</b>		<b>35</b>
<b>A1</b>	<b>Experience in preparation of Detailed Project Report for setting up of Passenger cable propelled transit system in the last 10 years including Line calculations, profile checking, load calculations, stations planning and construction and Techno economic feasibility. Ongoing projects (complete up to 90%) will be considered for which experience of consultancy services is claimed.</b>		<b>15</b>
	<2 projects	0	
	2 projects	10	
	For each additional project above 2 (up to a maximum of 5 additional projects)	1 mark per project	
<b>A2</b>	<b>Experience in preparation of Detailed Project Report for setting up of Passenger cable propelled transit system of minimum length of 1 Km per project in the last 10 years including Line calculations, profile checking, load calculations, stations planning and construction and Techno economic feasibility</b>		<b>8</b>
	<5 kms	0	
	5 kms	5	
	For every additional 2 kms above 5 kms (up to a maximum of additional 6 kms)	0.5 mark per km	
<b>A3</b>	<b>Experience in Supervision of Construction or Operations and maintenance of Passenger Ropeways systems/ Passenger cable propelled transit system in the last 10 years.</b>		<b>5</b>
	<2 projects	0	
	2 projects	3	
	For each additional project above 2 (up to a maximum of 2 additional projects)	01 mark per project	
<b>A4</b>	<b>Experience in carrying out transaction advisory for large scale infrastructure projects viz. BRTS, Metro Rail, Monorail, Railways, Ropeways, Highways, Inter Modal Stations / Bus Stations, Expressways, Urban Development Project, Power Transmission and Distribution and Hydropower Projects of Central / State Govt. in the last 10 years.</b>		<b>5</b>
	<3 projects	0	
	3 projects	3	
	For each additional project above 3 (up to a maximum of 2 additional projects)	01 mark per project	
<b>A5</b>	<b>Experience in carrying out transaction advisory for ropeway projects of Central / State Govt. in the last 10 years.</b>		<b>2</b>
	<2 projects	0	
	>= 2 projects	2	
<b>B</b>	<b>Adequacy of the proposed work plan and methodology in response to the</b>		<b>5</b>

S. No	Description	Max. Points
	<b>TOR</b>	
I	Project appreciation and understanding of assignment	2
II	Project approach & methodology	1
III	Duties and responsibilities of the team leader cum ropeway expert and other key personnel	1
IV	Work plan and staffing schedule	1

**Note:**

- (i) Projects need not be exclusive among A1, A2, A3, A4 and A5.
- (ii) All the technical experience in terms of years wherever quoted above shall be from Bid due date.
- (iii) For project under A3, supervision period to be clearly stated in the project details submitted
- (iv) The minimum technical score required to qualify technical evaluation is 60 Points out of 80. A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFP Document and the Terms of Reference or if it fails to achieve the minimum technical score. The Client will notify Applicants who fail to score the minimum technical score and their financial bid shall not be considered for opening.
- (v) Weightage of marks to be given when experience by a Firm as Sole Firm/Lead Partner in a JV/Other Partner in a JV/As Associate

No.	Status of the firm in carrying out DPR Study	Weightage for experience
1	Sole firm	100%
2	Lead partner or other partner or associate in a JV	% share proportionate to share in JV*



## 2.4. Qualification and Competence of the Key Staff for adequacy of the Assignment. (Para 12.2 of Data Sheet)

### Detailed CV evaluation criteria

*Note- All the technical experience in terms of years wherever quoted above shall be from Bid due date.*

### 2.1 TEAM LEADER CUM ROPEWAY EXPERT

S. No.	Description		Max. Points
<b>I</b>	<b>General Qualification</b>		<b>25</b>
i)	Degree in Civil / Mechanical / Electrical Engineering		15
ii)	Post - Graduation in Civil / Mechanical / Electrical Engineering or any specialized courses in Ropeways/ passenger cable propelled transit system		10
<b>II</b>	<b>Relevant Experience &amp; Adequacy for the Project</b>		<b>70</b>
a)	<b>Total Professional Experience</b>		10
	<15 years	0	
	15 years	05	
	For each additional year of experience up to 5 additional years	1 mark per year	
b)	<b>Experience in Passenger Ropeways Systems/ Passenger cable propelled transit system</b>		60
(i)	<b>Experience in years in Passenger Ropeways Systems/ Passenger cable propelled transit system in any capacity / role</b>		10
	<10 years	0	
	10 years	10	
	For each additional year of experience up to 5 additional years	1 mark per year	
(ii)	<b>Experience as a Team leader in years related to Passenger Ropeways Systems/ Passenger cable propelled transit system</b>		10
	<5 years	0	
	5 years	10	
	For each additional year of experience up to 5 additional years	1 mark per year	
(iii)	<b>Experience as a team leader in projects related to Passenger Ropeways Systems/ Passenger cable propelled transit system</b>		10
	<4 projects	0	
	4 projects	10	
	For each additional project above 4 (up to a maximum of 2 additional projects)	2.5 marks each	
(iv)	<b>Experience as a team leader in projects related to Passenger Ropeways Systems / Passenger cable propelled transit system with cumulative length of at least 5 Kms</b>		10
	<5 kms	0	
	5 kms	5	
	For every additional 5 kms above 5 kms (up to a maximum of additional 10 kms)	2.5 mark each	

S. No.	Description		Max. Points
(v)	<b>Experience of leading the team or as a Ropeway Expert in Supervision of Construction/ Operations of Passenger Ropeway Systems Passenger cable propelled transit system for a minimum period of 1 year for each project.</b>		10
	<1 project	0	
	1 project	8	
	For each additional project above 1 (up to a maximum of 1 additional project)	2 mark each	
(vi)	<b>Experience of leading assignments in Advising Government Authorities, policy making in projects related to Passenger Ropeways Systems/ Passenger cable propelled transit system on PPP mode of delivery, apart from the projects related to DPR in the experience claimed.</b>		5
(vii)	<b>Experience of leading DPR Study for ropeway projects leveraging CEN system</b>		5
<b>III</b>	<b>Employment with Firm</b>		<b>5</b>
	Less than 1 year	0	
	More than or equal to 1 year	5	
	<b>Total</b>		<b>100</b>

**Note-**

- Projects showcased among (iii), (iv) and (v) of S. No II (b) need not be exclusive.
- Supervision period to be clearly stated in the project details submitted

**2.2 ENVIRONMENTAL cum FOREST EXPERT**

<b>S. No.</b>	<b>Description</b>	<b>Max. Points</b>
<b>I</b>	<b>General Qualification</b>	<b>25</b>
i)	Degree in Environmental Engineering / Social Science or equivalent	15
ii)	Post-Graduation in Environmental Engineering / Science or equivalent	10
<b>II</b>	<b>Relevant Experience &amp; Adequacy for the Project</b>	<b>70</b>
<b>a)</b>	<b>Total Professional Experience</b>	<b>15</b>
	<10 years	0
	10 years	12
	For each additional year of experience up to 3 additional years	1 mark per year
<b>b)</b>	<b>Experience in environmental impact assessment, environmental management plan, statutory clearance management &amp; clean development mechanism related to large scale transportation infrastructure projects viz. BRTS, Metro Rail, Monorail, Railways, Ropeways, Inter Modal Stations / Bus Stations, Highways, Expressway, Urban Development Project, Power Transmission and Distribution, and Hydropower projects</b>	<b>25</b>
	<8 years	0
	8 years	20
	For each additional year of experience up to 5 additional years	1 mark per year
<b>c)</b>	<b>Experience in environmental impact assessment, environmental management plan, statutory clearance management &amp; clean development mechanism related to large scale transportation infrastructure projects viz. BRTS, Metro Rail, Monorail, Railways, Ropeways, Inter Modal Stations / Bus Stations, Highways, Expressway, Urban Development Project, Power Transmission and Distribution, and Hydropower projects</b>	<b>30</b>
	<4 projects	0
	4 projects	25
	For each additional project above 4 (up to a maximum of 2 additional projects)	2.5 mark per project
<b>III</b>	<b>Employment with Firm</b>	<b>5</b>
	Less than 1 year	0
	More than or equal to 1 year	5
	<b>Total</b>	<b>100</b>

**2.3 TRANSPORTATION PLANNER**

<b>S. No.</b>	<b>Description</b>	<b>Max. Points</b>
<b>I</b>	<b>General Qualification</b>	<b>25</b>
i)	Degree in Civil Engineering / Urban Planning / Economic / Architect / Economist or equivalent	15
ii)	Postgraduate in Traffic / Transportation Engineering / Transportation Planning	10
<b>II</b>	<b>Relevant Experience &amp; Adequacy for the Project</b>	<b>75</b>
(a)	Total Professional Experience	15
	< 10 years	0
	10 years	12
	For each additional year of experience up to 3 additional years	1 mark per year
(b)	Experience in public/ private companies/ govt. agencies on topics related to development of passenger transportation infrastructure	55
	< 5 Projects	0
	5 projects	45
	For each additional project above 5 (up to a maximum of 5 additional projects)	2 marks per project
<b>III</b>	<b>Employment with Firm</b>	
	Less than 1 year	0
	More than 1 year	5
	<b>Total</b>	<b>100</b>

## 2.4 FINANCIAL EXPERT

S. No.	Description		Max. Points
<b>I</b>	<b>General Qualification</b>		<b>25</b>
i)	Graduate Degree in any stream		15
ii)	Post - Graduation in MBA (Finance) / CA /CFA or equivalent		10
<b>II</b>	<b>Relevant Experience &amp; Adequacy for the Project</b>		<b>70</b>
a)	<b>Total Professional Experience</b>		<b>15</b>
	<10 years	00	
	10 years	10	
	For each additional year of experience up to 5 additional years	1 mark per year	
b)	<b>Experience as a Finance Expert in Infrastructure Projects viz. BRTS, Metro Rail, Monorail, Railways, Ropeways, Inter Modal Stations / Bus Stations, Highways, Expressways, Urban Development Project, Power Transmission &amp; Distribution and Hydropower projects of Central / State Govt.</b>		<b>55</b>
(i)	<b>Experience in years in Infrastructure Projects viz. BRTS, Metro Rail, Monorail, Railways, Ropeways, Inter Modal Stations / Bus Stations, Highways, Expressways, Urban Development Project, Power Transmission &amp; Distribution and Hydropower projects of Central / State Govt.</b>		20
	<08 years	0	
	08 years	14	
	For each additional year of experience up to 3 additional years	2 mark per year	
(ii)	<b>Experience in years in Passenger Transportation Systems/ Passenger cable propelled transit system viz. BRTS, Metro Rail, Monorail, Railways, Inter Modal Stations / Bus Stations, and Ropeways projects of Central / State Govt.</b>		20
	<3 years	0	
	3 years	16	
	For each additional year of experience up to 2 additional years	2 mark per year	
(iii)	<b>Experience in projects related to Passenger Transportation Systems / Passenger cable propelled transit system viz. BRTS, Metro Rail, Monorail, Railways, Inter Modal Stations / Bus Stations, and Ropeways projects of Central / State Govt.</b>		15
	<3 projects	0	
	3 projects	10	
	For every additional project (up to a maximum of additional 5 projects)	1 mark each	
<b>III</b>	<b>Employment with Firm</b>		<b>5</b>
	Less than 1 year	0	
	More than or equal to 1 year	5	
	<b>Total</b>		<b>100</b>

**Note-**

- Projects showcased among (i), (ii) and (iii) of S. No II (b) need not be exclusive.
- Supervision period to be clearly stated in the project details submitted

### **Sub-Key Personnel**

The Consultant shall deploy Sub-Key Personnel with minimum 10 years' experience in related field. All CVs are to be approved by client before deployment.

<b>Sr No</b>	<b>Sub-Key Personnel</b>	<b>Minimum years of professional experience</b>	<b>Specific Expertise</b>
1	Structural Engineer	10 yrs	<ul style="list-style-type: none"><li>• Should hold a Graduate degree in Civil Engineering or an equivalent field, with a Postgraduate degree in Structural Engineering or equivalent.</li><li>• Minimum 10 years of professional experience in structural engineering.</li><li>• Proven expertise in structural design for large-scale infrastructure projects</li><li>• Experience in preparing Detailed Project Reports (DPRs) for infrastructure projects, including structural analysis and design compliance with relevant codes and standards</li></ul>
2	Geotechnical Engineer	10 yrs	<ul style="list-style-type: none"><li>• Should hold a Graduate degree in Civil Engineering or an equivalent field, with a Postgraduate degree in Geotechnical Engineering or a related discipline.</li><li>• Minimum 10 years of professional experience in geotechnical investigations and analysis.</li><li>• Expertise in soil and rock mechanics, foundation design, slope stability analysis, and ground improvement techniques for large-scale infrastructure projects.</li><li>• Experience in conducting geotechnical surveys and preparing Detailed Project Reports (DPRs) for infrastructure projects, ensuring compliance with relevant codes and standards.</li></ul>
3	Legal Expert	10 yrs	<ul style="list-style-type: none"><li>• Should hold a Postgraduate degree in Law (LL.M.), Public Policy with a legal focus, or equivalent.</li><li>• Minimum 10 years of experience in legal advisory, contract negotiation, and regulatory compliance for large-scale infrastructure projects.</li><li>• Proven track record in drafting and managing contracts (e.g., DBFOT / HAM mode) and addressing contractual issues</li></ul>
4	Quantity Surveyor	10 yrs	<ul style="list-style-type: none"><li>• Should hold a Graduate degree in Civil</li></ul>

Sr No	Sub-Key Personnel	Minimum years of professional experience	Specific Expertise
			<p>Engineering, Quantity Surveying, or an equivalent field.</p> <ul style="list-style-type: none"> <li>• Minimum 10 years of professional experience in cost estimation, BOQ preparation, and contract management for large-scale infrastructure projects.</li> <li>• Expertise in cost analysis, and material estimation, for transportation projects such as Ropeways, Metro Rail, Mono Rail, Railways, Inter Modal Stations / Bus Stations, Urban Development Project, Power Transmission and Distribution, and Hydropower projects.</li> </ul>
5	Architect	10 yrs	<ul style="list-style-type: none"> <li>• Should hold a Bachelor's degree in Architecture (B.Arch) or an equivalent qualification.</li> <li>• Minimum 10 years of professional experience in architectural planning and design for infrastructure projects.</li> <li>• Expertise in station design, passenger flow management, and aesthetic integration for projects such as Inter Modal Stations / Bus Stations, Ropeways, Metro Rail, Mono Rail, and Railways.</li> </ul>
6	Ropeway Engineer	10 yrs	<ul style="list-style-type: none"> <li>• Should hold a Graduate degree in Mechanical or Civil Engineering, with specialized experience in ropeway systems.</li> <li>• Minimum 10 years of professional experience in the design, installation, and maintenance of ropeway systems and cable-propelled transit.</li> <li>• Expertise in alignment planning, structural and mechanical components of ropeways, and compliance with international safety standards.</li> </ul>



## **APPENDIX-VI – DRAFT CONTRACT AGREEMENT**

### ***DRAFT CONTRACT AGREEMENT***

**Between**

**National Highways Logistics Management Limited**

<Address>

**And**

**M/s ..... in JV with M/s .....  
And in Association with M/s .....**

**For**

**Consultancy Services for carrying out DPR Study for Development of Ropeway  
Projects in the State of Himachal Pradesh**

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## DRAFT CONTRACT FOR CONSULTANT'S SERVICES

# **CONTRACT FOR CONSULTANTS' SERVICES**

## **Consultancy Services for Development of Ropeway Projects**

( \_\_\_\_\_ in the State of ....)

This CONTRACT (hereinafter called the "Contract") is made on the ----- day of the month of --  
-----2025, between, on the one hand, (National Highways Logistics Management  
Limited), New Delhi (hereinafter called the "Client") and,

on the other hand, M/s ----- in JV with -----  
and in Association with ..... (hereinafter called the  
"Consultants").

### **WHEREAS**

(A) the Client has requested the Consultants to provide certain consulting services as defined in the  
General Conditions attached to this Contract (hereinafter called the "Services");

(B) the Consultants, having represented to the Client that they have the required professional skills,  
personnel and technical resources, have agreed to provide the Services on the terms and  
conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

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

(a) The General Conditions of Contract (hereinafter called "GC");

(b) The Special Conditions of contract (hereinafter called "SC");

(c) The following Appendices:

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and  
Reporting Requirements

Appendix B: Consultants' Sub consultants, Key Personnel and Sub Key Personnel, Task  
assignment, work programme, qualification requirements of key personnel, and  
schedule for submission of various report.

Appendix C: Hours of work for Consultants' Personnel

Appendix D: Duties of the Client

Appendix E: Cost Estimate

Appendix F: Copy of letter of invitation

Appendix G: Copy of letter of acceptance

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2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

FOR AND ON BEHALF OF

Witness

(NHLML)

1 Signature Name Address

By

Authorized Representative

2. Signature Name Address

FOR AND ON BEHALF OF

Witness

(Consultant)

1. Signature

Name

Address

By

Authorised Representative

2. Signature Name Address



## **GENERAL CONDITIONS OF CONTRACT**

# **GENERAL CONDITIONS OF CONTRACT**

## **1. GENERAL PROVISIONS**

### **1.1 Definitions**

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (d) “foreign currency” means any currency other than the currency of the Government;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of India;
- (g) “local currency” means the currency of the Government;
- (h) “Member”, in case the Consultants consist of a joint venture or consortium of more than one entity, means any of these entities, and “Members” means all of these entities;
- (i) “Personnel” means persons hired by the Consultants or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof; “foreign Personnel” means such persons who at the time of being so hired had their domicile outside India; and “local Personnel” means such persons who at the time of being so hired had their domicile inside India;
- (j) “Party” means the Client or the Consultants, as the case may be, and Parties means both of them;
- (k) “Services” means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in Appendix A hereto;
- (l) “SC” means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (m) “Sub consultant” means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and
- (n) “Third Party” means any person or entity other than the Government, the Client, the Consultants or a Sub consultant.

### **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 Client and the Consultants. The Consultants, subject to this Contract, 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 Governing Law and Jurisdiction**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and the Courts at ..... shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

#### **1.4 Language**

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

#### **1.5 Table of Contents and Headings**

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

#### **1.6 Notices**

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

1.6.2 Notice will be deemed to be effective as specified in the SC.

1.6.3 A party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.6.2.

#### **1.7 Location**

The Services shall be performed at such locations as are specified in **Letter of Acceptance (Appendix-G)** hereto and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Client may approve.

#### **1.8 Authority of Member in Charge**

In case the Consultants consist of a joint venture of more than one entity, with or without an Associate the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

#### **1.9 Authorized Representatives**

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

#### **1.10 Taxes and Duties**

Unless otherwise specified in the SC, the Consultants shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

### **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

## **2.1 Effectiveness of Contract**

This Contract shall come into force and effect on the date of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

## **2.2 Termination of Contract for Failure to Become Effective**

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

## **2.3 Commencement of Services**

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

## **2.4 Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.

## **2.5 Entire Agreement**

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

## **2.6 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 8.2 hereof, however, each party shall give due consideration to any proposals for modification made by the other Party.

## **2.7 Force Majeure**

### **2.7.1 Definition**

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations 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 such Party's Sub consultants 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 Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### **2.7.2 No Breach of Contract**

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

#### **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 fulfill 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 fourteen (14) 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 Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### **2.7.5 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

#### **2.7.6 Consultation**

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have 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**

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

### **2.9 Termination**

#### **2.9.1 By the Client**

The Client may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.9.1, terminate this Contract:

- (a) if the Consultants fail to remedy a failure in the performance of their obligations are under, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

#### **2.9.2 By the Consultants**

The Consultants may, by not less than thirty (30) day's written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.9.2, terminate this Contract:

- (a) if the Client fails to pay any money due to the Consultants pursuant to this contract and not subject to dispute pursuant to Clause 8 hereof within forty-five(45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.

#### **2.9.3 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses 2.2 or 2.9 hereof, or upon expiration of this Contract 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, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 (ii) hereof, and (iv) any right which a Party may have under the Applicable

Law.

#### **2.9.4 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultants 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 Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses 3.9 or 3.10 hereof.

#### **2.9.5 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination.
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (iii) except in the case of termination pursuant to paragraphs (a) through (d) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.

#### **2.9.6 Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. OBLIGATIONS OF THE CONSULTANTS**

#### **3.1 General**

##### **3.1.1 Standard of Performance**

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

##### **3.1.2 Law Governing Services**

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub consultants, as well as the Personnel and agents of the Consultants and any Sub consultants, comply with the Applicable Law. The Client shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such

notifications, respect such customs.

### **3.2 Conflict of Interests**

#### **3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the Discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

#### **3.2.2 Consultants and Affiliates not to be otherwise interested in Project**

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub consultant and any entity affiliated with such Sub consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

#### **3.2.3 Prohibition of Conflicting Activities**

Neither the Consultants nor their Sub consultants nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

### **3.3 Confidentiality**

The Consultants, their Sub consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relation to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

### **3.4 Liability of the Consultants**

Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

### **3.5 Insurance to be taken out by the Consultants**

The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the Special Conditions (SC), and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

### **3.6 Accounting, Inspection and Auditing**

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the



Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including the bases of the Consultants' costs and charges), and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

### **3.7 Consultants' Actions requiring Client's prior Approval**

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

- (a) appointing such members of the Personnel as are listed in Appendix B;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;
- (c) any other action that may be specified in the SC.

### **3.8 Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in **Appendix A/E** here to, in the form, in the numbers and within the time periods set forth in the said Appendix. Reporting stages, review progress and checklist shall be as reflected in the DPR Report.

### **3.9 Documents prepared by the Consultants to be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents. Restrictions about the future use of these documents, shall be as specified in the SC.

### **3.10 Equipment and Materials furnished by the Client**

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's I instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them in an amount equal to their full replacement value.

## **4. CONSULTANTS' PERSONNEL**

### **4.1 General**

The Consultants shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

### **4.2 Description of Personnel**

- (a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Professional / Sub Professional Personnel are described in Appendix B.
- (b) If required to comply with the provisions of Clause 3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Key Professional / Sub Professional Personnel set forth in Appendix B may be made by the Consultants by written notice to the Client, provided
  - (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and
  - (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause 6.1 (b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix B may be increased by agreement in writing between the Client and the Consultants.

#### **4.3 Approval of Personnel**

The Key Personnel and Sub consultants listed by title as well as by name in Appendix B are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

#### **4.4 Working Hours, Overtime, Leave, etc.**

- (a) Working hours and holidays for Key Professional / Sub Key Personnel are set forth in Appendix C hereto. To account for travel time, foreign Personnel carrying out Services inside the Government's country shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their arrival in (or after their departure from) the Government's country is specified in Appendix C hereto.
- (b) The Key Professional / Sub Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff- months of service set for in Appendix B. Any taking of leave by Personnel shall be subject to the prior approval of the Client by the Consultants, who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.
- (c) The DPR Consultant shall submit the self-certification of daily attendance of all the key personnel and sub key personnel for their daily attendance. The self-certified attendance shall be attached at the time of submission of their bills to the NHLML. Proper justification shall be provided for cases of absence of key personnel/ sub-key personnel which do not have prior approval from Project Director of Concerned project. If NHLML so desires, it shall facilitate electronic attendance capturing of key personnel and sub-key personnel of DPR Consultant.

#### **4.5 Removal and/or Replacement of Key Personnel**

Removal and/or replacement of Key Personnel shall be regulated as under:

- 4.5.1** In case notice to commence services pursuant to Clause 2.1 of this Contract is not ordered

by Client within 120 days of signing of contract the key personnel can excuse themselves on valid grounds, e.g., selection on some other assignment, health problem developed after signing of contract, etc. In such a case no penalty shall be levied on the Firm or on the person concerned. The firm shall however be asked to give a replacement by an equal or better scoring person, whenever mobilization is ordered.

**4.5.2** In case notice to commence services is given within 120 days of signing of contract the, the Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than three Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Replacement of the Team Leader cum Ropeway Expert will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement. Replacement of one Key Personnel shall be permitted subject to reduction of remuneration equal to 5 % (five per cent) of the total remuneration specified for the Key Personnel who is proposed to be replaced. In case of second replacement the reduction in remuneration shall be equal to 10% (ten per cent) and for third and subsequent replacement, such reduction shall be equal to 15% (fifteen per cent). The maximum age limit of replaced key personnel shall be 65 years as on the date of submission of proposal for such replacement.

**4.5.3** In case the consultants fails to notify about a personnel replacement to the authority within 15 days of relieving, the consultant shall face a penalty for non-availability as per clause 3.4.2 ix) over and above the replacement penalty proposed in 4.5.2

**4.5.4** If the consultant finds that any of the personnel had made false representation regarding his qualification and experience, he may request the Employer for replacement of the personnel. There shall be no reduction in remuneration for such replacement. The replacement shall however be of equal or better score. The personnel so replaced shall be debarred from future projects for 2 years.

**4.5.5** Replacement after original contract period is over:

There shall be no limit on the replacements and no reduction in remunerations shall be made. The replacement shall however be of equal or better score.

**4.5.6** If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action or (ii) has reasonable ground to be dissatisfied with the performance of any of the Personnel, then the consultant shall, at the Employer's written request specifying the grounds therefore, forthwith provide a replacement with qualifications and experience acceptable to him. For such replacement there will be no reduction in remuneration.

**4.5.7** If any member of the approved team of a consultant engaged by National Highways Logistics Management Limited leaves that consultant before completion of the job, he shall be barred for a period of 6 months to 24 months from being engaged as a team member of any other consultant working (or to be appointed) for any other NHLML / NHAI/ MoRTH projects.

#### **4.6 Resident Team Leader cum Ropeway Expert and Coordinator**

The person designated as the Team Leader cum Ropeway Expert of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Consultant shall designate a suitable person from its Head Office as Project Coordinator who shall be responsible for day-to-day performance of the Services.

## **5. OBLIGATION OF THE CLIENT**

5.1 Assistance and Exemptions unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- (a) provide the Consultants, Sub consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub consultants or Personnel to perform the Services;
- (b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
- (c) facilitate prompt clearance through customs of any property required for the Services;
- (d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

### **5.2 Access to Land**

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub consultants or the Personnel of either of them.

### **5.3 Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause 6.1(b),

### **5.4 Services, Facilities and Property of the Client**

The client shall make available to the Consultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause 6.1(c) hereinafter.

### **5.5 Payment**

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

## 6. PAYMENT TO THE CONSULTANTS

### 6.1 Cost Estimates: Ceiling Amount

- (a) An abstract of the cost of the Services payable in local currency (Indian Rupees) is set forth in Appendix E.
- (b) Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1(c), the payments under this Contract shall not exceed the ceiling specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of the ceiling.
- (c) Notwithstanding Clause 6.1(b) hereof, if pursuant to Clauses 5.4 hereof, the Parties shall agree that additional payments shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause 6.1(a) above, the ceiling set forth in Clause 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### 6.2 Currency of Payment

- (a) The payment shall be made in Indian Rupees.

### 6.3 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:-

- (a) The Client shall cause to be paid to the Consultants an advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and **ii) in such form as the Client shall have approved in writing.**

#### (b) Payment Schedule

The Consultant will be paid stage-wise as a percentage of the contract value as per the schedule given below:

S. No.	Milestone	Timeline (in weeks) from commencement	Payment as % of contract
1a	QAP, Inception Report	D+2	5%
1b	Submission of alternative Alignment Plans (along with draft LAP)	D+4	10%
2	Market and demand assessment report for Ropeways (forecast to be of 30-year Horizon) in time-to-time consultation with Client	D+6	10%
3	<ul style="list-style-type: none"><li>Submission of options of technology with merits and demerits of each option, after due consultation with the Client (NHLML HQ and Field Staff).</li><li>Submission of final Land Acquisition Plan</li></ul>	D+12	5%
4a	<ul style="list-style-type: none"><li>Submission of Draft Project Report after carrying out all requisite field investigations and surveys with due</li></ul>	D+14	10%

S. No.	Milestone	Timeline (in weeks) from commencement	Payment as % of contract
	consultation with the Client and relevant stakeholders along with final drawings. <ul style="list-style-type: none"> <li>• Submission of cost estimate complete in all respects including estimates for utilities along with Business case</li> <li>• Submission of financial viability assessment for the project, along with the financial model for project implementation under HAM and DBFOT mode</li> </ul>		
4b	<ul style="list-style-type: none"> <li>• Approval of Draft DPR, Cost Estimates and Financial Viability Assessment by NHLML</li> </ul>	D+14	10%
5a	<ul style="list-style-type: none"> <li>• Submission of Final Project Report</li> <li>• Submission of technical schedules for selection of developing agency</li> </ul>	D+16	15%
5b	<ul style="list-style-type: none"> <li>• Submission of all statutory documents for Forest clearance stage 1</li> <li>• Submission of EIA and EMP report</li> </ul>	D+16	10%
5c	Submission of RFP, DCA, Non Technical Schedules and other relevant documents required for Bidding as well as approval from Competent Authority	D+16	10%
6	Obtaining Stage 1 Forest clearance and obtaining other statutory clearances	D+24	15%

**Note:**

- (i) Consultants have to provide a self-certification that all key personnel as envisaged in the Contract Agreement has been actually deployed in the project. They have to submit the self-certified attendance at the time of submission of bills to the NHLML. The Consultant shall provide a proof of attendance in the form of selfie taken at site with GPS coordinates.
- (ii) The Concerned Project Director or his authorized representative shall ensure and certify at least 5% test check of all the data collected by the Consultant before releasing the payment to the Consultant.
- (iii) No payment will be made for the made for the deliverable which is not executed.
- (c) The Client shall cause the payment of the Consultants in Para 6.3 (b) above as given in schedule of payment within thirty (30) days after the receipt by the Client of bills. Interests at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory one hundred and eighty (180) calendar days after receipt of the final report and final statement by the Client unless the Client, within ninety (90) day period, gives written notice to the Consultants

specifying in detailed deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

- (e) All payments under this Contract shall be made to the account of the Consultants specified in the SC.
- (f) Efforts need to be made by the Consultant to submit the schedule reports of each stretch / s. However, due to reasons beyond the reasonable control of Consultant, if the schedule submission of reports / documents of each stretch /s is not done, the payment shall be made on pro-rata basis.
- (g) Consultants will make payment of salary to all key personnel in their respective bank accounts through electronic mode only. No cash transaction w.r.t. salary will be made. Self-certification as a proof of salary transfer shall be submitted by the consultants with each bill.

## **7. Responsibility for Accuracy of Project Documents**

### **7.1 General**

- 7.1.1 The Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by him as part of these services. He shall indemnify the Authority against any inaccuracy in the work which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey / investigations and correcting layout etc. if required during the execution of the Services.
- 7.1.2 The Consultant shall be fully responsible for the accuracy of design and drawings of the structures. The designs and drawings not signed shall not be accepted. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings of the bridges and structures noticed during the construction and even thereafter and the Client shall bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.
- 7.1.3 The survey control points established by the Consultant shall be protected by the Consultants till the completion of the Consultancy Services.

### **7.2. Retention Money**

An amount equivalent to 10% of the contract value shall be retained at the end of the contract for accuracy of design and quantities submitted and the same will be released after the completion of civil contract works or after 18 months from completion of consultancy services, whichever is earlier. The retention money will however be released by the Client on substitution by Bank Guarantee of the same amount valid upto the period as above. Out of this 10%, 5% shall be in the form of Bank Guarantee and 5% shall be the amount retained from Consultancy fee payable to the Consultant.

### **7.3. Penalty for delay**

In case of delay in completion of services, a penalty equal to 0.05% of the contract price per day subject to a maximum 5% of the contract value will be imposed and shall be recovered from payments due/performance security. However, in case of delay due to reasons beyond the control

of the consultant, suitable extension of time will be granted on case-to-case basis.

Total amount of recovery from all penalties shall be limited to 15% of the Consultancy Fee.

National Highways Logistics Management Limited is in process of evolving performance-based rating system for DPR Consultants. Performance of Consultants shall be monitored by National Highways Logistics Management Limited and will be taken into account in technical evaluation of future projects. For this purpose, performance of consultant in the current project shall also be taken into account to create rating of consultant.

## **7.4 ACTION FOR DEFICIENCY IN SERVICES**

### **7.4.1 Consultants liability towards the Client**

Consultant shall be liable to indemnify the client for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him.

### **7.4.2 Debarring / Non-Performing**

In the case of major deficiencies in the DPR Report involving time and cost overrun and adverse effect on reputation of National Highways Logistics Management Limited, the firm shall be declared as non-performing and the firm will not be eligible for participating in future projects of the Ministry (including NHAI, NHLML, NHIDCL, BRO, etc.) for a period of 5 years.

## **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 Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

### **8.2 Operation of the Contract**

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

In the event of any Dispute between the Parties, either Party may call upon [Chairman of Logistics Management Limited] and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10(ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10(ten) day period or the Dispute is not amicably settled within 15(fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the Provisions of Clause 9.4.

### **9.4 Arbitration**

- 9.4.1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 as amended. The venue of such arbitration shall be New Delhi and the language of arbitration proceedings shall be English.

- 9.4.2 Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator to be appointed as per the procedure below

- a) Parties may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty(30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Indian Roads Congress, New Delhi for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the president, Indian Roads Congress, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

#### **9.4.3 Substitute Arbitrator**

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

#### **9.4.4 Qualifications of Arbitrator**

The sole arbitrator selected pursuant to Clause 9.4.2 hereof shall be expert with extensive experience in relation to the matter in dispute.

- 9.4.5 The Arbitrators 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.

9.4.6 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.

9.4.7. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder

#### 9.4.8 Miscellaneous

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the parties be held in Delhi.
- (b) The English language shall be the official language for all purposes;
- (c) The decision of sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement; and
- (d) The schedule of Expenses and Fee payable to the Arbitrator shall be as under

Sr, No.	Particulars of Fees and Expenses	Maximum amount payable per case
1	Fee	(i) Rs. 25,000/- per day (ii) 25% extra on fee at (i) above in case of fast-track procedure as per Section -29 (B) of A&C Act; Or 10% extra on fee at (i) above if award is published within 6 months from date of entering the reference by AT; Alternatively, the Arbitrator may opt for a lump –sum fee of Rs. 5.00 Lakh per case including counter claims.
2	Reading charges- One Time	Rs 25,000/- per case including counter claims.
3	One –time charges for Secretarial Assistance and Incidental charges (telephone, fax, postage etc.)	Rs. 25,000/- per case
4	One-time Charges for publishing/declaration of the award	Rs. 40,000/-
5	Other expenses (As per actual against bills subject to ceiling given below)	
	Travelling expenses	Economy class (by air), First class AC (by train) and AC Car (by road)
	Lodging and Boarding	A) Rs. 15,000/-per day (in metro cities); or a) Rs. 8000 per day (in other cities); or b) Rs. 5,000/- per day if any Arbitrator makes their own arrangements.
6.	Local travel	Rs. 2000 /- per day
7	Extra charges for days other than meeting days (maximum for 2 X ½ days)	Rs. 5000 /- per day for outstation Arbitrator

Note	1. Lodging boarding and travelling expenses shall be allowed only for those arbitrator who is residing 100 kms. Away from the venue of meeting,
	2. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro cities.

In exceptional cases, such as cases involving major legal implications/wider ramifications/higher financial stakes etc. a special fee structure could be fixed in consultation with the Contractor/Supervision Consultants and with the specific approval of the National Highways Logistics Management Limited before appointment of the Arbitrator,

## 10. CHANGE OF SCOPE

The change of scope on account of variation of total length of Ropeway project from the indicative length as given in Annexure-I of Letter of Invitation of the RFP shall be dealt as follows

- i) During the course of consultancy services in case it is considered necessary to increase or decrease the scope of services (of total length as compared to indicative length as given in the RFP) by the client the same shall be notified by change of scope notice. Similarly, if the consultant determines that change of scope is needed, he shall inform of the same to the Client. The Client will examine and shall either reject the proposal or issue change of scope notice.
- ii) The Consultancy fee shall be revised on account of change of scope as below:
  - The revision in Concession Fee shall be lowest of the two i.e. Option A or Option B
  - **Option A:**
    - In case the total length of project is increased / decreased upto 20% of indicative length given in the RFP. **No change in Consultancy Fees.**
    - In case the increase/ decrease in length of project is more than 20% of the indicative length as given in the RFP: The increase / decrease in the consultancy fee shall be identified on pro-rata basis.
    - The total revision in cost will be equivalent to the sum of revision in cost for individual projects in a RFP
  - **Option B:**
    - In case the total length of projects (cumulative for each project) is increased / decreased upto 20% of indicative length given in the RFP. **No change in Consultancy Fees.**
    - In case the increase/ decrease in total length of projects is more than 20% of the indicative length as given in the RFP: The increase / decrease in the consultancy fee shall be identified on pro-rata basis.
    - The total revision in cost will be considered for all the projects in the RFP if variation in total length of the projects is beyond 20%.

## **SPECIAL CONDITIONS OF CONTRACT**

**Number of GC Clause**

### **A. Amendments of, and Supplements to, Clauses in the General Conditions**

1.1(a) The words “**in the Government’s country**” are amended to read “**in INDIA**”

1.4 The language is: **English**

1.6.1 The addresses are:

**For the Client :** National Highways Logistics Management Limited, <Address>

**Attention :** National Highways Logistics Management Limited, <Address>

Extn. ....; Fax: 011-.....

E-mail: <Email>

**For the Consultants:**

<b>Attention:</b>	<b>Name</b>		
	<b>Designation</b>		
	<b>Address</b>		
	<b>Tel:</b>	<b>Fax:</b>	<b>E-mail address</b>

1.6.2 Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) In the case of facsimiles, 24 hours following confirmed transmission.
- (c) In case of E mail, 24 hours following confirmed transmission.

1.8 Entity to Act as Member in charge (In case of Joint Venture of Consultants) with or without an Associate: - .....

1.9 The Authorized Representatives are:

**For the Client: ( -- )**

Director, National Highways Logistics Management Limited ( -- )

For the Consultant: Name

Designation

- 1.10 The Consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws (prevailing 7 days before the last date of submission of bids) during life of this contract and the Client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

**2.1 The effectiveness conditions are the following:**

- a) The contract has been approved by National Highways Logistics Management Limited
- b) The consultant will furnish within 15 days of the issue of letter of acceptance, an unconditional Bank Guarantee an amount equivalent to **5%** of the total contract value to be received by him from a Nationalized Bank, IDBI or ICICI/ICICI Bank/Foreign Bank/EXIM Bank / Any Scheduled Commercial Bank approved by RBI having a net worth of not less than 500 crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the net worth in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalized Bank in India. In case of JV, the BG shall be furnished on behalf of the JV or lead partner of JV for an amount equivalent to **5 %** of the total contract value to be received by him towards Performance Security valid for a period of **three years** beyond the date of completion of services.

- 2.2 The time period shall be "four months" or such other time period as the parties may agree in writing.

**3.4 Limitation of the Consultants' Liability towards the Client**

- (a) Except in case of negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:
  - (i) for any indirect or consequential loss or damage; and
  - (ii) for any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.
- (b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

**3.5 The risks and the coverage shall be as follows:**

- (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.
- (b) Third Party liability insurance with a minimum coverage, for Rs.1.00 million for the period of consultancy.
- (c) (i) The Consultant shall provide to National Highways Logistics Management Limited Professional Liability Insurance (PLI) for a period of **Five years** beyond completion of Consultancy services or as per Applicable Law, whichever is higher.
- (ii) The Consultant will maintain at its expense PLI including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement, **(A)** For

the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR **(B)** the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of **(A)** or **(B)** is **higher**.

- (iii) The policy should be issued only from an Insurance Company operating in India.
  - (iv) The policy must clearly indicate the limit of indemnity in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy” (AOP) and in no case should be for an amount less than stated in the contract.
  - (v) If the Consultant enters into an agreement with National Highways Logistics Management Limited in a joint venture or ‘in association’, the policy must be procured and provided to National Highways Logistics Management Limited by the joint venture/in association entity and not by the individual partners of the joint venture/ association.
  - (vi) The contract may include a provision whereby the Consultant does not cancel the policy midterm without the consent of National Highways Logistics Management Limited. The insurance company may provide an undertaking in this regard.
- (d) Employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.

3.9 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

4.6 The person designated as Team Leader cum Ropeway Expert in Appendix B shall serve in that capacity, as specified in Clause 4.6.

6.1 (b) The ceiling amount in local currency is **Rs. .... Excluding Goods & Service Tax)**

6.3 (a) No advance payment will be made.

6.3 (d) The interest rate is: @ 12% per annum

6.3 (f) **The account is:**

Account Number : \_\_\_\_\_

IFSC Code : \_\_\_\_\_

9.2 Disputes shall be settled by arbitration in accordance with the following provisions:

#### 9.2.1 **Selection of Arbitrators**

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator to be appointed as per the procedure below

- a) Parties may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty(30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Indian Roads Congress, New Delhi for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be sole arbitrator for the matter in dispute. If the last remaining nominee

has not been determined in this manner within sixty (60) days of the date of the list, the president, Indian Roads Congress, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

## **Appendix A**

Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements

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## **Appendix B**

Consultants' Sub consultants, Key Personnel and Sub Key Personnel

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## **Appendix C**

### **Hours of work for Consultants' Personnel**

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The Consultant's personnel shall normally work for 8 hours in a day and six days a week. Normally Sundays shall be closed for working. In addition, they shall also be allowed to avail holidays as observed by the Client's office in the relevant state without deduction of remunerations. In case any person is required to work on Sunday or Holiday due to exigency of work, he/she shall be given compensatory leave within the next 15 days.

## **Appendix D**

### **Duties of the Client**

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## **Appendix E**

### Cost Estimate

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**Appendix F:**  
**Copy of letter of invitation**

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**Appendix G:**  
**Copy of letter of acceptance**

## Appendix – H1

### Format for Bank Guarantee for Performance Security (for individual work)

To,

<NHLML, Address>

In consideration of “NHLML” (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....having its office at ..... (Hereinafter referred to as the “Consultant” which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client’s Contract Agreement no. / Letter of Acceptance No. .... dated ..... and the same having been unequivocally accepted by the Agency, resulting in a Contract valued at Rs...../- (Rupees.....) excluding Goods and Services Tax for “Consultancy Services for Carrying out Detailed Project Report (DPR) Study for development of Ropeway Projects in the State of Himachal Pradesh” (Hereinafter called the “Contract”), and the Consultant having agreed to furnish a Bank Guarantee to the Client as “Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to Rs...../- (Rupees.....).

We, .....having registered office at ....., a body registered/constituted under the .....(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all money payable by the Agency to the extent of Rs..... (Rupees.....) as aforesaid at any time up to .....without any demur, reservation, contest, recourse or protest and/or without any reference to the agency. Any such demand made by the client on the bank shall be conclusive and binding notwithstanding any difference between the Client and the Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the Agency. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the agency and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Agency any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Agency and notwithstanding any security or other guarantee that the Client may have in relation to the Agency's liabilities.

Notwithstanding anything contained herein,

- a) Our liability under this Bank Guarantee is limited to Rs ..... (Rupees ..... ) and it shall remain in force up to and including .....and shall be extended from time to time for such period as may be desired by M/s....., on whose behalf this guarantee has been given.
- b) This Bank Guarantee shall be valid up to .....
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....(date of expiry of Guarantee).

The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NHLML having following details:

S. No.	Particulars	Details
1	Name of Beneficiary	National Highways Logistics Management Limited
2	Name of Bank	HDFC Bank
3	Account No.	50200105144004
4	IFSC Code	HDFC0000011

(Signature of the Authorized Official)

(Name & Designation with Bank Stamp)

NOTE:

- (i) The bank guarantee(s) contains the name, designation and code number of the officer(s) signing the guarantee(s).
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.
- (iii) The bank guarantee for Rs. 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).



## Appendix – H2

### Format for Bank Guarantee for Performance Security for a number of works

To

(Name & Address of Authority)

In consideration of all consultancy works (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) awarded to M/s. .... Having its office at ..... (Hereinafter referred to as the “Consultant” which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), by employer and the same having been unequivocally accepted or will be accepted by the Consultant, resulting in Contracts value up to Rs...../- (Rupees.....) excluding Goods and Service Tax and the Consultant having agreed to furnish a Bank Guarantee to the Employer as “Performance Security as stipulated by the Employer in the said contracts for performance of the consultancy Contracts undertaken or proposed to be undertaken in future date as a blanket security for compliance with his/its obligations in accordance with entire Contract(s) including contracts to be extended, modified, awarded and executed before the expiry of this Bank Guarantee or renewal thereof amounting to Rs...../- (Rupees.....).

We,.....having registered office at..... a body registered/constituted under the..... (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the employer immediately on demand any part or, all money payable by the consultant to the extent of Rs..... (Rupees.....) as aforesaid at any time up to ..... without any demur, reservation, context, recourse or protest and/or without any reference to the consultant. Any such demand made by the employer on the bank shall be conclusive and binding notwithstanding any difference between the employer and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We hereby affirm that the Bank Guarantee is unconditional and irrevocable, further we affirm that in the event of any injunction granted by any Court or Tribunal, Arbitrator restraining the invocation of any part amount of the stated bank guarantee, the amount of Rs...../- (Rupees ..... ) shall get reduced by the portion affected by such injunction but the residual amount of this bank guarantee shall remain valid. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable that is till expiry of this Bank Guarantee or renewal thereof. Further, after encashment of Bank Guarantee in part, the consultant shall either arrange restoration of Bank Guarantee to the original amount of issue or shall provide Bank Guarantee for all individual projects as per the bid documents, as if the Omnibus BG Circular is not applicable to such Consultant, within 30 (Thirty) days. On compliance, the Original BG will be returned.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contracts by the Consultancy firm. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the consultant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Consultancy any other course or remedy or security available to the Employer. The bank shall not be relieved of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the

part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other security or other guarantee that the Employer may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein:

1. Our liability under this Omnibus Guarantee shall not exceed Rs..... (Rupees.....);
2. This Bank Guarantee shall be valid upto (Date (Month) Year); and (24 months). Renewed/New Omnibus BG to be provided one month before the current Omnibus BG lapses. The Consultant undertakes to renew it 30 days before the date of validity, failing which the Authority shall encash the BG.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee if you serve upon us a written claim or demand on or before..." (24 months). Thereafter, all your rights under this guarantee shall be forfeited and we shall be released from all our liabilities hereunder irrespective of whether the guarantee in original is returned to us or not.
- \*4. This guarantee shall also be operatable at our..... branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amount so demanded under the said invocation.
5. This Bank Guarantee has been issued on the request of M/s.....

Signature and Seal of Guarantor.....

In presence of

Name and Designation

1. ....

Name of the Bank.....

(Name, Signature & Occupation)

Address.....

2. ....

.....

(Name & Occupation)

Date

\*This clause shall be kept for Bank Guarantees being issued outside Delhi.

## APPENDIX VII – CERTIFICATE REGARDING COMPLIANCE

### Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)

The \_\_\_\_\_  
National Highways Logistics Management Limited,  
2<sup>nd</sup> Floor, D21 Corporate Park,  
Sector 21, New Delhi - 110 075

Sub: Bid for \_\_\_\_\_

Dear Sir,

With reference to your RFP document dated ....., I/we, having examined the Bidding Documents and understood their contents, hereby undertake and confirm as follows:

I/We have read the clause and order (Public Procurement No. 1) issued by Ministry of Finance, Department of Expenditure, Public Procurement Division vide F. No. 6/18/2019- PPD, dated 23rd July 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries;

I certify that we and all of our consortium members abide by the above order.

I hereby certify that we and all our consortium members fulfil all the requirements in this regard and are eligible for consideration.

Date:  
faithfully,

Yours

Place: (Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

Notes:

{ Where applicable, evidence of valid registration by the Competent Authority shall be attached }

In case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law.