

REVISED

Request for Bid

for

Appointment of Consultant for preparation of Alternative Analysis study Report for two Corridors in Dehradun city and Corridors, connecting Dehradun, Haridwar and Rishikesh as per Comprehensive Mobility Plan for the metropolitan area

Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd.

CONTENTS

1. INFORMATION TO CONSULTANTS	3
2. TERMS OF REFERENCE (TOR).....	9
3. PROJECT DELIVERABLES AND TIMELINES	14
4. PAYMENT TERMS	20
5. CONTRACT PERFORMANCE GUARANTEE / SECURITY DEPOSIT	21
6. RIGHT TO REJECT ANY OR ALL BIDS	22
APPENDICES	23

1. INFORMATION TO CONSULTANTS

1.1. DEFINITIONS

“Employer / Client” means (**Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd.**) and its Representatives.

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

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

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

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

“Day” means calendar day.

“Government” means the Government of Uttarakhand.

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

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

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

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

“RFP” means the Request For Bid prepared by the Client for the selection of Consultants.

“Services” means the work to be performed by the Consultant pursuant to the Contract.

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

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

1.2. DATA SHEET

S.No.	Key Information
1.	<p>Name of the Client: Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd.</p> <p>Name of the Assignment: “Appointment of Consultant for preparation of Alternative Analysis study Report for two Corridors in Dehradun city and Corridors, connecting Dehradun, Haridwar and Rishikesh” as per comprehensive mobility plan for the metropolitan area.</p> <p>Method of Selection: <i>Financial Bids of only those whose technical bid is found compliant to tender requirement will be opened and lowest tenderer will be considered for award of the work.</i></p>
2.	<p>Bids Requested: Technical bid and Financial bid to be submitted in two separate sealed covers, to be placed in one outer sealed cover. The financial bid will be opened after evaluation of technical bid. The financial bids of only those tenderers who qualify in technical bid evaluation, will be opened.</p>
3.	<p>Eligibility Criteria:</p> <ol style="list-style-type: none"> <li data-bbox="391 873 1406 972">i. The Applicant/Consultant shall be from the approved list for preparation of Comprehensive Mobility Plan (CMP) as approved by Ministry of Urban Development, vide No. 14011/28/2012-UT, dated 23-06-2013. <li data-bbox="391 978 1406 1318">ii. The tenderer should have successfully executed at least one work of Alternative Analysis Study report, of at least one corridor, in any city in India. The tenderer should enclose requisite certificate to that effect, with relevant details, from concerned competent authority, along with their offer. The tenderer should provide full details of works on hand. Any tenderer having more than two works on hand will not be considered for awarding the tender. However, if the interim report for a particular work has been submitted to the concerned organization, that work will not be counted to arrive at the number of works on hand. The tenderer should furnish full details of such works duly certified by the concerned organization. <li data-bbox="391 1325 1406 1423">iii. The Applicant should demonstrate an aggregate Turnover of ₹ 1.50 crore (One decimal five zero Crore) during last 3 (three) financial years i.e three year, preceding the current financial year. <p>Note:- if it is found that any tenderer has suppressed any information or provided false information, then his offer will be summarily rejected. Further, if any such misdeed/ misrepresentation comes to the notice after award of tender, the contract may be terminated and the tenderer would be liable for appropriate action against him.</p>
4.	<p>Key Persons for the Alternative Study <i>The bidder shall submit the list of key personnels proposed to be deployed for the work. The list should include names, their qualifications, experience and their responsibilities. The information is for the information of UKMRC and to ensure that adequate and qualified key personnels are deployed.</i></p>

5.	Performance Guarantee/ Security Deposit Performance Guarantee shall be 10% of the Consultancy fees to be submitted <i>by the successful bidder on award of work within 10 days of issuance of Letter of Acceptance (LoA).</i>
6	Bidder can send their queries for clarifications if any up to : 03-11-2018 The necessary reply of clarification/Addendum to tender document will be sent by : 06-11-2018
7.	The Language of documents and correspondence: English
8.	Consortiums and Joint Venture between firms: Not permitted
9.	Validity of Bid: Bids shall remain valid for a period 90 days from the date of opening of technical Bid. This may be further extended with the consent of the Applicant as per necessity.
10.	The consultants need to state all the local costs in Indian Rupees (INR) and, if required, in only one Foreign Currency, but will have to quote total Fee in INR. The Consultants are requested to consult tax consultant for details
11.	The bids would have to be submitted in separate sealed covers super scribed “Technical Bid” and “Financial Bid” respectively and both envelopes kept in a single envelope marked “Appointment of Consultant for preparation of Alternative Analysis study Report for two Corridors in Dehradun city and Corridors, connecting Dehradun, Haridwar and Rishikesh” as per Comprehensive Mobility Plan for the metropolitan area.
12.	(A) Date and time of Receipt of tender : up to 16.00 hr of 16-11-2018 (B) Date and time of opening the technical bid: 16.30 hr of 16-11-2018 (C) Opening of Financial Bid: To be decided after evaluation of technical bid
13.	Time period for completion of job : 1 Month
14.	The name(s), address(s), and telephone/ numbers of the Employer’s Officials(s) are: Managing Director, Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd., 5 th floor, Rajiv Gandhi Multipurpose Building, Dispensory Road, Dehradun-248001. Tele/Fax. No.: 0135 2719442 E-mail: info@ukmrc.org
15.	Location of Services: Dehradun, Uttarakhand, India.
16.	Late tenders will not be entertained

- a. The Bid will be rejected for award if it is discovered 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;

- b. A firm will be declared ineligible, either indefinitely or for a stated period of time, to be awarded a contract if, at any point of time, it is discovered that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.
- c. Consultants and their associates shall not have been placed under any declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- d. Consultants shall furnish information of having paid or to be paid any commissions and/or gratuities to any agents relating to this Bid or during execution of the assignment, in case the Consultant is awarded the Contract.
- e. The Data Sheet indicates how long Consultant's Bids must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Bid. The Client will make his best effort to complete negotiations within this period. However, should the need arise, the Client may request Consultants to extend the validity period of their Bids.
- f. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Bid, or in their confirmation of extension of validity of the Bid, Consultants could submit CV of new staff, being proposed in replacement, who would be considered in the final contract, after the evaluation of the CV.

g. CONDITIONS OF ELIGIBILITY OF APPLICANTS/CONSULTANT

- i. Applicants must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Bids of only those Applicants who satisfy the Conditions of Eligibility will be considered for financial evaluation.

1.3 PROCEDURE FOR SUBMISSION OF BIDS

The Earnest Money Deposit (EMD) is ₹ 73,000/- (Seventy Three Thousand Only), which will be accompanied with "Technical Bid" and to be submitted along with the bid in the shape of Demand Draft of any scheduled bank in favour of "**Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd.**" payable at "**Dehradun**" or it may be in the form of an irrevocable bank guarantee (BG) from a scheduled bank on the format which will be uploaded on the website by 12-11-18. The EMD will be released after receipt of **Performance Guarantee/ Security Deposit.**

PREPARATION OF BID(Check List):

1. Whether the application fee is provided.
2. Whether all forms are submitted in the prescribed formats and signed by the prescribed signatories;

3. Whether Power of Attorney in original, duly attesting the specimen signature of the person signing the bid documents, along with copy of board resolution in support of the person issues the Power of Attorney, if applicable, is executed as per Applicable Laws;
4. Whether *Key Personnel* proposed *have the number, qualification and experience required for such work and that they have good working knowledge of English language*;
5. Whether *documents in support of qualification and experience are provided*.
6. Whether Key Personnel would be available for the assignment;

The tenderers are requested to submit their Bid i.e Technical Bid and Financial in English in two separate envelopes/ packages and put together in one single outer envelope/ package. The two parts shall be captioned as follows on the respective envelopes:

Part 1: Technical Bid and

Part 2: Financial Bid.

PART 1: TECHNICAL BID

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

Documents supporting the eligibility criteria:

1. List of completed projects of alternatives analysis: The completed project shall be evidenced through client’s completion certificate/certificate from client/company’s Auditor/Company Secretary/Chief Financial officer or from a Chartered Accountant, indicating that all the deliverables of the eligible projects have been submitted to the client.
2. List of works of *Alternative Analysis on hand*.
3. Certificate from Firm’s CA supporting the turnover.

Other documents supporting the Application:

1. Approach and Methodology specific to the project
2. Urban Transport projects undertaken for Government in any city in India
3. CVs of proposed Key Personnel

PART 2: FINANCIAL BID

1. The rate should be quoted in both figure and words. In the event of discrepancy, the rates quoted in words shall be treated as valid.
2. Applicants should quote rates exclusive of applicable taxes.

1.4 OTHER CONDITIONS:-

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

“Appointment of Consultant for preparation of Alternative Analysis study Report for two Corridors in Dehradun city and Corridors, connecting Dehradun, Haridwar and Rishikesh” as per Comprehensive Mobility Plan for the metropolitan area.

for Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd. and should be addressed to:

**Managing Director,
Uttarakhand Metro Rail Urban Infrastructure Building Construction
Corporation Ltd., 5th floor, Rajiv Gandhi Multipurpose Building,
Dispensary Road, Dehradun-248001.**

- b. The cover should clearly indicate the name of the Agency/organization submitting the bid.
- c. The document of detailed ‘Terms of Reference’ and other conditions will form a part of the Bid and should be duly signed by the applicant on every page to be submitted with bid.
- d. All documents should be in English.
- e. Please note that associating with other firm, consortiums and Joint Venture between firms is not permitted.
- f. Bids will not be received after the last date / time prescribed in RFP.
- g. Bids shall remain valid for a period of 90 days from the date of opening of technical bid. This may be extended beyond the original validity with the consent of the Applicant as per necessity. During the above mentioned period, no plea by the Applicant for any sort of modification to the Bid, based upon or arising out of any alleged misunderstanding of misconceptions or mistake or for any reason, will be entertained.
- h. The authority reserves the right to verify all statements, information and documents, submitted by the applicant in response to the Application. Failure of the authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder, nor will it affect any rights of the Authority there under.
- i. In case it is found during the evaluation or at any time before signing of the agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the applicant or the applicant has made material misrepresentation or has given any materially incorrect or false information, the applicant shall be disqualified forthwith if not yet appointed as the consultant either by issue of the LOI or entering into of the agreement, and if the applicant has already been issued the LOI or has entered into the agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Application, be liable to be terminated, by a communication in writing by the authority without the authority being liable in any manner whatsoever to the applicant or consultant, as the case may be.
- j. Bids submitted through Email will not be accepted.
- k. The completion period for the work is 30 days. The work should be completed within the original currency. However, the currency of the agreement may be extended for a period considered reasonable by the client based upon valid facts, with or without penalty, as per the decision of the client.

2. TERMS OF REFERENCE (TOR)

2.1. BACKGROUND

- 2.1.1. Dehradun is the capital city of the state of Uttarakhand in the northern part of India. Located in the Garhwal region, it lies 236 kilometers (147 mi) north of India's capital New Delhi and is one of the "Counter Magnets" of the National Capital Region (NCR) being developed as an alternative center of growth to help ease the migration and population explosion in the Delhi metropolitan area and creation highways to establish a smart city at Dehradun.
- 2.1.2. Uttarakhand Metro Rail, Urban Infrastructure & Buildings Construction Corporation Limited (UKMRC), an initiative by Government of Uttarakhand, is the SPV with the mandate to implement the Mass Rapid Transit System (MRTS) in Uttarakhand.
- 2.1.3. The new Metro Rail Policy 2017 underlines several pre-requisites to be fulfilled in order to submit a valid and acceptable Metro Rail Project Bid to the Ministry of Housing and Urban Affairs (MoHUA). These are:
1. Preparation of Comprehensive Mobility Plan (CMP)
 2. Preparation of Alternatives Analysis Report
 3. Preparation of Detailed Project Report including detailed economic analysis, multi-modal integration plan and TOD
- 2.1.4. UKMRC has got the CMP study conducted and the CMP report has been obtained for Dehradun and the Metropolitan Area , in accordance with the appraisal framework under the Metro Rail Policy 2017. Now, it is proposed to undertake the Preparation of Alternatives Analysis Report as the next step.
- 2.1.5. - Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd.. (the "Authority") invites Application (the "Bids") for selection of a suitable Technical Consultant (the "Consultant") for "Appointment of Consultant for preparation of Alternative Analysis study Report for two Corridors in Dehradun city and Corridors, connecting Dehradun, Haridwar and Rishikesh" as per Comprehensive Mobility Plan for the metropolitan area. (the "Project").

The scope of work is detailed out in subsequent sections in accordance with the requirements of the Metro Rail Policy 2017 and the Appraisal Guidelines issued by MoHUA.

2.2 STUDY AREA

The Study Area will include conducting the alternative analysis for two corridors in Dehradun city and corridors connecting Dehradun, Haridwar and Rishikesh as per Comprehensive Mobility Plan for the metropolitan area.

2.3 SCOPE OF WORK

STAGE I: DEVELOP SCREENING CRITERIA FOR THE IDENTIFIED ALTERNATIVE OPTIONS

Task 1: Develop screening criteria to identify the most reasonable and feasible alternatives based on the options suggested in CMP

The screening criteria may include the broad criteria of

- **Mobility Effects:** These criteria relate to travel demand forecasting and facility capacity, presence/absence of different modes, access, connectivity and circulation.
- **Conceptual Engineering effect:** These criteria relate to developing all civil aspects of the system
- **Financial and Economic Effects:** To identify and quantify the benefits and costs associated with the project to help in identification of the optimum solution along with the economic viability in terms of its likely investment return potential.
- **Environmental and Social Effects:** Screening criteria assessing environmental impacts related to land-use and natural environment like water, air etc. The social impact of the alternatives is evaluated to see potential social costs and benefits.
- **Cost Effectiveness and Affordability:** The capital and annual costs associated with each of the alternatives would be evaluated. It also assesses the cost-effectiveness and affordability of the alternatives.
- **Other Factors:** How each of the alternatives comply with the local policies and priorities are assessed.

Task 2: Qualitative Evaluation of Screening Criteria

First-level screening criteria will be developed to quickly and efficiently identify the alternatives considering all available modes of transportation that most warrant further consideration and evaluation, which will include preliminary qualitative evaluations to narrow the number of alternatives.

Task 3: Quantitative Evaluation of Screening Criteria

With the first screening of alternatives considering all available modes of transportation completed, the second level of evaluation involves quantitative screening, wherein various parameters will be screened based on quantitative assessment.

STAGE II: EVALUATION PARAMETERS OF VARIOUS ALTERNATIVES

Task 4: Mobility Effect

Travel Demand Forecasting: The primary purpose of this task is to assess the most current version of the City/regional travel demand model (from CMP) for base year data, with available future year networks and land use data, and model documentation. While preparing the travel demand analysis, following tasks need to be completed:

- a. Identify available transport system, right of way of roads in city and along corridor
- b. Prepare road and transit networks for each alternative and a no-project scenario (without project).
- c. Summarize the travel demand results for existing and all future year alternatives, including corridor and region-wide travel demand, peak period volumes and congestion levels and person trips by mode for the corridor and the region.
- d. Analyse the differences among the alternatives to provide information to Environmental Assessment (in Task 6).
- e. Opportunity for intermodal integration at various levels
- f. Similar analysis to be conducted for the future horizon year to assess how conditions would change over time.

Task 5: Conceptual Engineering Effect

Further to refine the range of alternatives to a sufficient level of detail to compare the relative differences between alternatives, conceptual engineering report must be prepared for all feasible alternatives, including those specified in the Comprehensive Mobility Plan (CMP) and any other viable/practical “alternative” (or combination of features that are not identified in the CMP).

(a) Geotechnical

- Preliminary evaluation of foundation reports, soil investigations, water data and other information, if available to allow preliminary evaluation of alternatives.
- Preliminary evaluation of information concerning adjacent structures impacted by the project, water treatment considerations and information concerning wetlands if any.
- Perform investigations and analysis necessary to assess aspects of soil and foundations behaviors based on the suitability of each alternative system

(b) Civil Structures

- Develop sufficient detail concerning the structures to allow preparation of preliminary cost estimates.
- Identify the road space to be occupied by civil structure and the project permanently/temporarily

(c) Station Planning (Bus Stations/Rail Stations etc.)

- Provide conceptual architectural design layout of stations. Identify the road space to be occupied by station (either underground or elevated) and the project permanently/temporarily.

(d) Utilities

- Identify the existing utility available and how many will be required to be shifted.

(e) Right-of-ways

- Research and report on the status of current right-of-ways and other properties potentially affected by the project.
- Prepare estimates of the valuation of any property to be permanently acquired or needed for temporary construction easements, as also how the project will the social effect for the city

(f) Other Planning Parameters like impacts on parking, inter-modal connectivity, etc.

Task 6: Environmental Effect: Environmental Assessment

The purpose of the preliminary environmental analysis is to identify environmentally sensitive areas early on, so that these areas can be avoided if possible during design. The preliminary environmental analysis will also assist in determining the level of additional environmental documentation that will be required in subsequent project phases. A screening-level analysis or environmental scan will be conducted to determine the potential environmental impacts of each alternative identified.

Task 7: Social Effect: Social Assessment

Preliminary screening of the social impacts for each alternative including Social Impact Mitigation including R&R impacts.

Task 8: Cost Effectiveness and Affordability

- Project cost estimates: Provide preliminary cost estimates based upon conceptual engineering completed for alternatives selected for evaluation.
- Provide estimates of costs for all project elements including right-of-ways, easements, relocations, environmental mitigation, protection of facilities and any other elements affecting project cost.

Task 9: Financial and Economic Effect

- Prepare a preliminary project financial plan, which outlines a realistic strategy for implementing the project alternatives.
- Public and private funding options should be considered in developing the plan.
- To identify and quantify the benefits and costs associated with the project to help in identification of the optimum solution along with the economic viability in terms of its

likely investment return potential.

The plan should also identify any appropriate phasing of corridor segments, and include a financial strategy for implementation of phased independent segments with the goal of providing a complete project corridor.

STAGE III: ALTERNATIVES EVALUATION

The objective is to conduct an evaluation that would lead to the identification of those alternatives that is most likely to be implemented. The goal is to conduct an evaluation that would lead to the identification of those alternatives that are most likely to:

- a. Meet the purpose and need identified for the project.
- b. Concurrently avoid or minimize environmental and community impacts.
- c. Allow for effective and feasible project phasing and constructability.
- d. Provide a cost-effective transportation investment.
- e. The evaluation of alternatives should include a No-Build Alternative (without project).

A Draft Alternatives Report describing reasonable and feasible alternative(s) that are recommended should include the analysis supporting the recommendation. The scoring can be done for each of the alternatives which shall be the basis for comparing alternatives. The option with highest score may be considered for further preparation of DPR.

STAGE IV: IMPLEMENTATION OPTIONS FOR THE MOST VIABLE ALTERNATIVE

The implementation options should be identified for best suitable alternative. If metro system is identified as the most viable alternative, then implementation options needs to be explored for those projects seeking Central Financial Assistance (CFA) as mentioned in the Metro Rail Policy, 2017. The various options for CFA for these metro projects are as below:

- I. Public Private Partnership (PPP): Central Government financing to be governed by the Viability Gap Funding (VGF) Scheme of Government of India or any other Guidelines issued by Government of India from time to time.
- II. Grant by the Central Government: Central Government will consider providing a grant up to 10% of project cost excluding items as mentioned in the Metro Policy 2017, which do not seek project funding as per the VGF Scheme of Government of India or under the Equity Sharing Model.
- III. Equity Sharing Model: Central Government will provide financial support to Metro Rail projects up to 20%of the project cost excluding items as per the Metro Policy 2017.

PPP models should be explored for implementation as per the Metro Rail Policy, 2017. Private participation either for complete provisioning of metro rail project or for some unbundled components will form an essential requirement for all metro rail project Bids seeking Central Financial Assistance.

The PPP model options as per the Metro Rail Policy, 2017 that could be taken up for implementation are:

- Construction of new Metro Rail systems through DBFOTs (Design-Build-Finance-Operate- Transfer);
- Award of Concessions for operational services which could include supply of rolling stock;
- Award of Concessions for maintenance and upgrading of infrastructure.

Further, Private Participation in Operation and Maintenance also to be explored for implementation. It is also important to define the exact nature of private participation as per the Metro Rail Policy, 2017. The indicative models of O&M mentioned in the Policy are:

- Cost + Fee Contract
- Gross Cost Contract
- Net Cost Contract

Thus, based on the above available alternatives, the State Government needs to decide the Metro Project Implementation options

- (a) Whether the project should be implemented on a PPP framework eligible under the VGF Guidelines of Government of India; or
- (b) Whether the project should be implemented on a PPP framework with some component of the project being implemented on PPP model; or
- (c) Whether the project should be implemented on an Equity Sharing Model with some form of PPP for any component of the project, wherever feasible.

Exclusions: The above tasks DOES NOT INCLUDE the following details -

- (a) Under Civil Structures: Preparation of preliminary design of bridges, retaining structures and other permanent or temporary structures associated with alternatives selected for evaluation.
- (b) Under Station Planning: Preparation of preliminary design including geometrics, structural design, shoring and detailed architectural design work.
- (c) The Alternatives Analysis Report shall be based on secondary data only. If required, UKMRC shall facilitate and provide the primary survey data to the Consultant, as and when required including as listed in Annexure 1.

2.4 SUPPORT FROM CLIENT

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

- i) UKMRC shall appoint a senior nodal officer for the duration of the project for a one to one interaction with the UMTC team.
- ii) UKMRC shall review the deliverables immediately on submission by the consultant. Above timeline does not include the delay in review or approval of the reports by UKMRC.
- iii) The secondary data available with UKMRC will be provided to the consultant by UKMRC.

2.5 PROJECT DELIVERABLES AND TIMELINES

The deliverables and milestones shall be as follows:

S. No	Deliverables	Cumulative Timelines (In days where M is Date of issue of work order)	Payment Schedule (Cumulative %)
1.	Mobilisation Fee	On issue of work order	10%
2.	Submission of Draft Alternatives Analysis Report	M + 25	60%
3.	Submission of Final Alternatives Analysis Report	M + 30	30%

2.6 FINANCIAL BID

- The consultancy fee towards Alternatives Analysis Report is to be quoted on lump-sum basis, exclusive of taxes .
- Any travel/boarding/lodging/other costs for outstation trips shall be borne by the appointed Consultant.

2.7 GENERAL CONDITIONS OF CONTRACT

2.7.1 The following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

- **"Project"** means the project/work named in Special Conditions of Contract.
- **"Services"** means the services to be performed by the Consultant pursuant to this contract.
- **"Client"** means the Uttarakhand Metro Rail, Urban Infrastructure & Buildings Construction Corporation Limited (UKMRC) (also referred to as client) which expression shall also include their legal successors and permitted assigns.
- **"Consultant"** means the party or the group/construction named in the Agreement, who has to perform the services, and which expression shall include his/their legal successors and permitted assigns.
- **"Sub - Consultant"** means the entity appointed by Consultant with the prior approval of the employer and in accordance with the procedure described in Special Conditions of Contract.
- **"Member"**, in case the Consultant comprises more than one entity means any of the entities. "Members" means all the entities.
- **"Member-in-Charge"** means the Member authorized to act on the Members' behalf in exercising all the Consultant's rights and obligations towards the Client under their contract.
- **"Party"** means client or Consultant as the case maybe and "parties" means both of them. "Third party" means any other person or entity as the context requires.
- **"Contract"** means the Agreement to be executed, the Letter of Acceptance, the Letter of Tender and other documents which are listed in the Contract Agreement or in the Letter of Acceptance.
- **"Employer's Representative"** means the Consultant employed by client and notified as such, or any of its officers nominated by client and notified from time to time, to Consultant.
- **"Day"** means the period between any one midnight and the next.
- **"Month"** means a period of one month according to the Gregorian calendar commencing with any day of the month.
- **"Rupees"** means the currency of India and shall be the currency used for the Project.

2.7..2 INTERPRETATION

- a. The headings in the Agreement shall not be used in its interpretation.
- b. The singular includes the plural, the masculine includes the feminine, and vice-versa where the context requires.
- c. If there is a conflict between provisions of the Agreement, the last to be written chronologically shall prevail, unless otherwise specified in the Service Agreement - SCC.

2.7.3 OBLIGATIONS OF CONSULTANT

- a. Scope of Services to be Performed by the Consultant
- b. Consultant shall perform Services relating to the Project. The Scope of the Services is stated in Section - TOR.
- c. Consultant shall exercise reasonable skill, care and diligence in the performance of his obligations under the Agreement.

2.7.4 INFORMATION

Client shall within a reasonable time, give to Consultant, free of cost, all information which he is able to obtain and which may pertain to the Services.

2.7.5 DECISIONS

On all matters properly referred to it in writing by Consultant, client shall give a decision in writing within a seven days.

2.7.6 ASSISTANCE

Client shall assist Consultant in:

- (i) Providing unobstructed access wherever it is required for the Services.
- (ii) Providing access to other organisations for collection of information.

2.7.7 REPRESENTATIVES

For the administration of the Agreement both the Parties shall designate the official or individual as authorized representative.

2.7.8 AGREEMENT EFFECTIVE DATE

The Contract shall come into effect from the date of issue of the Letter of Acceptance by client.

2.7.9 COMMENCEMENT AND COMPLETION

The Services shall be commenced and completed within 1 month subject to extensions in accordance with the Agreement.

2.7.10 LIABILITY OF CONSULTANT TO CLIENT

Consultant shall be liable to pay compensation to client arising out of or in connection with the Agreement if a breach of Contract is established against him.

Such compensation shall be limited to the amount specified for Professional Indemnity Insurance, if any.

2.7.11 DURATION OF LIABILITY

Consultant shall not be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on him before the expiry of the relevant period stated in Special Conditions of Contract, or such earlier date as may be prescribed by law.

2.7.12 MODIFICATIONS

The Contract can be modified in writing on application by either party only by written agreement of Consultant and Client.

2.7.13 DELAY AND LIQUIDATED DAMAGES

Time is the essence of the Contract. It shall be the bounden duty of the Consultant to strictly adhere to the time for performance of various services indicated in the Contract. In case of delay without valid reason the Consultant shall be liable to pay liquidated damages as given in SCC. The maximum limit of Liquidated Damages shall not exceed 10% of the Fee Paid till that date.

Liquidated damages shall be imposed as described in Special Conditions of Contract.

2.7.14 EXCEPTIONAL CIRCUMSTANCES

If circumstances arise for which the Consultant is not responsible and which make it impossible for him to perform in whole or in part the Services in accordance with the Contract, he shall promptly furnish notice to client.

In these circumstances if certain Services have to be suspended, the time for their completion shall be extended until circumstances no longer apply plus a reasonable period not exceeding 07 days for resumption of them.

2.7.15 ABANDONMENT, SUSPENSION OR TERMINATION BY NOTICE OF CLIENT

(i) Client may suspend all or part of the Services or terminate the Agreement by notice of at least 10 days to Consultant who shall immediately make arrangements to stop the Services and minimize expenditure.

(ii) If client considers that Consultant is not discharging his obligations, then client can inform the Consultant by notice, stating grounds for the notice. If a satisfactory reply is not received within 5 days of receipt of the notice by Consultant, client can by further notice terminate the Agreement provided that such further notice is given within 10 days of the client's former notice.

Client may complete the project by whatever method may be deemed expedient and the Consultant shall not be entitled to receive any further payment.

2.7.16 RIGHTS AND LIABILITIES OF THE PARTIES

Termination of the Agreement shall not prejudice or affect the accrued rights or claims and liabilities of either party.

2.7.17 PAYMENT TO THE CONSULTANT

Client shall pay the Lump Sum Price (which shall cover the sum total of all costs incurred by the Consultant as set out in Terms of Reference of this document) to the Consultant in milestones as detailed in the TOR section. GST and any other taxes as applicable, will be paid extra.

2.7.18 PRIORITY OF DOCUMENTS

The documents forming the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Engineer shall issue any necessary clarification or instruction to the Contractor, and the priority of the documents shall be as follows:

- a) The Contract Agreement;
- b) The Letter of Acceptance;
- c) Letter of clarifications, Addenda and corrigendum, if any;
- d) Letter of Invitation
- e) Instruction to Consultant
- f) Scope of Work;
- g) The Special Conditions of Contract;
- h) The General Conditions of Contract;
- i) The Payment Schedules;
- j) The Consultant's Bid; and
- k) Any other document forming part of the Contract.

2.7.19 TIME FOR PAYMENT

Amounts due to the Consultant will be paid on priority.

2.7.20 CURRENCY OF PAYMENT

All payments shall be made in Indian Rupees.

2.7.21 DISPUTED INVOICES

If any item or part of an item in an invoice submitted by the Consultant is contested by the client, then client shall give prompt notice with reasons and shall not delay payment on the balance of the invoice.

2.7.22 LANGUAGES AND LAW

In SCC, there is stated the language or languages of the Agreement, the ruling language and the law to which the Agreement is subject.

The Consultant shall confirm to the provisions of all statutes relating to their work and also the rules and regulations of any local authority. The Consultant shall in respect of Personnel employed by him directly or through sub-consultants, comply with or cause to be complied with all applicable statutes, including both not limited to a) The Contract Labour (Regulation and Abolition) Act 1970 and the related Rules, b) The minimum wages Act 1948 and the related rules, c) The payment of wages Act 1936 and the related rules, d) The Employees' Provident Fund and Miscellaneous provisions Act 1952, e) The Employees State Insurance Act 1948, f) Employees Compensation Act 1923, g) Payment of Bonus Act 1965, h) The Building and other Construction Workers Welfare Cess Act, 1996, i) Maternity Benefit Act 1961, j) Payment of Gratuity Act 1972, k) Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979, l) Equal Remuneration Act, 1976, m) The Industrial Disputes Act 1947, n) Child Labour (Prohibition and Regulation) Act 1986 etc, and other statutes in general.

Consultant shall maintain proper records of wages, EPF, Pension, administrative charges etc. and other relevant documents, wherever applicable and shall produce proof of the same as and when required. Consultant shall be solely responsible for compliance of statutory provisions with respect to their personnel and their work. Consultant shall indemnify client against all claims and losses if it suffers under various labour laws, statutes or any civil or criminal law in connection with personnel deployed by them or the work undertaken by them. The consultant shall have full control over its employees including the right to appoint, determine service conditions, discipline, discharge, dismissal, etc. The consultant shall be solely responsible for any claim arising out of employment or termination of employment of its employees and for their statutory payments.

2.7.23 ASSIGNMENT AND SUB-CONTRACTS

- (i) The Consultant shall not, without the written consent of client, assign the benefits from the Agreement other than money.
- (ii) The Consultant shall not assign obligations under the Agreement (to Sub-Consultant / Sub-Contractors) without the written consent of client.

2.7.24 COPYRIGHT

The copyright of all documents and drawings prepared by the Consultant in performance of the Services under the Agreement shall be vested in client. Provided that the Consultant may retain copies of the documentation prepared by them and may use and adapt the contents of such documentation for his own use.

2.7.25 CONFLICT OF INTEREST

Unless otherwise agreed in writing by client, the Consultant and his personnel shall have no interest in nor receive remuneration in connection with the Project except as provided for in the Agreement.

The Consultant shall not engage in any activity that might conflict with the interests of client under the Agreement.

2.7.26 NOTICES

Notices under the Agreement shall be in writing and will take effect from receipt at the

address stated in the Agreement. Delivery can be by hand or facsimile message against a written confirmation of receipt or by registered letter or by telex subsequently confirmed by letter.

2.7.27 CLAIMS FOR LOSS OR DAMAGE

Subject to Clause 2.7.13, any claim for loss or damage arising out of breach or termination of the Agreement shall be agreed between client and the Consultant, failing which the same shall be referred to arbitration in accordance with Clause 2.7.29.

2.7.28 TAXES AND DUTIES

The Consultant and their personnel shall pay such taxes, duties, fees, GST and other impositions as may be levied under the Applicable Laws, the amount of which shall be deemed to have been included in the Contract Price.

2.7.29 CONCILIATION AND ARBITRATION

Any dispute or claim arising out of or relating to this Agreement or the breach, termination or the invalidity thereof, shall firstly be attempted to be settled by conciliation.

All disputes relating to this contract on any issue whether arising during the progress of the Services or after the completion or abandonment thereof or any matter directly or indirectly connected with this Service Agreement shall in the first place be referred to a mutually agreed sole conciliator to be appointed by client.

The conciliator shall make the settlement agreement if the parties reach an agreement and if so, shall give an authenticated copy thereof to each of the parties.

The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award.

The views expressed, or the suggestions made or the admissions made by either party in the course of conciliation proceedings shall not be introduced as evidence in any arbitration Proceedings.

Any dispute that cannot be settled through the Conciliation procedure shall be referred to a sole Arbitration in accordance with the Arbitration & Conciliation Act 1996 and the seat of arbitration will be at Dehradun.

2.7.30 FORCE MAJEURE

If, at any time during the currency of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory rules, regulations, orders or requisitions issued by a Government department or competent authority or acts of God (hereinafter referred to as "event") then, provided notice of the happening of such an event is given by either party to the other within 15 days of the occurrence thereof.

(a) Neither party shall by reason of such event be entitled to terminate the Contract or have claim for damages against the other in respect of such non-performance or delay in performance.

(b) The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.

(c) If the performance in whole or part of any obligation under the Contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any, or 90 days, whichever is more, either party may at its option terminate the Contract.

(d) In case of doubt, or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the Client's Authorized Representative shall be final and binding.

(e) Works that have already been measured shall be paid for by the Employer even if the same is subsequently destroyed or damaged as a result of the event. The cost of

rebuilding or replacing any work that has been measured shall be borne by the Employer.

(f) If the Contract is terminated under this Clause, the Consultant shall be paid fully for the work done which has been destroyed or damaged before its measurement.

(g) If neither party issues notice regarding the event within 15 days of its occurrence, the said event shall be deemed not to have occurred and the Contract will continue to have effect as such.

2.7.31 PROFESSIONAL INDEMNITY INSURANCE (PII)

The CONSULTANT shall effect and maintain professional Indemnity Insurance (PII) with AOA (any one accident) limit in INR equal to the contract value in respect to all works covered under scope of work to be carried out by, or on behalf of them with AOY (any one year) limit of two incidents in a year. PII Policy shall be obtained within two weeks from 'date of commencement'. The insurance which shall ensure the Consultant's liability by reason of professional negligence and errors in respect of all works covered under scope of work, shall be valid from the date of commencement of works, until project duration. It is a deemed accepted condition of contract that the Consultant indemnifies and save harmless the Employer from and against all claims and proceedings on account of infringements of patents rights, design, trademark name etc.

The employer will not issue final payment certificate until the CONSULTANT has produced evidence that coverage of Professional Indemnity Insurance has been provided for the aforesaid period.

In the professional indemnity insurance policy, the deductible amount shall not be more than 5% of AOA limit.

2.7.32 Negotiations would be done with preferred applicant:

- a. The aim would be to reach an agreement on all points, clarification on taxes and initiate a draft contract at the conclusion of negotiations.
- b. Changes agreed upon will then be reflected in the draft contract.

2.7.33 A detailed contract would be executed within 10 days of issue of work order between 'Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd.' and preferred Applicant which would cover all features of this RFP document and negotiations.

2.8 PAYMENT TERMS

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

S. No	Mile – stone Deliverables	Payment Schedule (Cumulative %)
1.	Mobilisation Fee	10%
2.	Submission of Draft Alternatives Analysis Report	60%
3.	Submission of Final Alternatives Analysis Report	30%

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

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

3 CONTRACT PERFORMANCE GUARANTEE / SECURITY DEPOSIT

- 3.0** A contract performance guarantee is intended to secure the performance of the entire contract. The Contract Performance Guarantee to be submitted at the time of award of work. Performance Security shall be 10% of the consultancy fee and this amount should be submitted within 10 days of receipt of Letter of Acceptance (LOA) by the successful Applicants in the form of Bank Guarantee
- 3.1** If performance security is provided by the successful Applicants in the form of bank guarantee it shall be issued by any Scheduled Bank of RBI/National Bank at the Applicant's option.
- 3.2** Bank Guarantee shall be valid for a period of at least 30 days original/extended beyond the currency of the contract.
- 3.3** Bank guarantee shall be irrevocable by the successful Applicant.
- 3.4** The Guarantee amount shall be payable to the Employer without any condition whatsoever.
- 3.5** The employer shall be at liberty to deduct from the contract performance guarantee such sums as are due and payable by the Applicant to the Employer as may be determined in terms of the contract, and the amount appropriated from the contract performance guarantee shall have to be restored by Applicant subsequently. Contract Document shall be as per the features of this EOI cum RFP and shall be provided to the selected Applicant.
- 3.6** Contract Performance Guarantee shall be released/returned after submission of Final Report/Completion of the task.

4.0 RIGHT TO REJECT ANY OR ALL BIDS

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

- at any time, a material misrepresentation is made or uncovered, or
- Applicant does not provide, within the time specified by the authority, the supplemental information sought by the authority for evaluation of the Bid.

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

APPENDIX-I

Technical Bid Volume - 1

Letter of Bid

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

To

Sub: "Appointment of Consultant for preparation of Alternative Analysis study Report for two Corridors in Dehradun city and Corridors, connecting Dehradun, Haridwar and Rishikesh" as per Comprehensive Mobility Plan for the metropolitan area.

Dear Sir,

With reference to your RFP Notification dated DD/MM/YY, I/we, having examined all relevant documents and understood their contents, hereby submit our Bid for selection as Consultant for preparing "**Alternative Analysis study Report for two Corridors in Dehradun city and Corridors, connecting Dehradun, Haridwar and Rishikesh" as per Comprehensive Mobility Plan for the metropolitan area.** The Bid is unconditional and unqualified.

1. I/We, _____ (Applicant's name) herewith enclosed the technical bid for the selection of my/our firm as Consultant for above.
2. I/We, certify that we have an aggregate Turnover Rs _____ (2015-2018) and the authenticated statement has been attached.
3. I/We, certify that we have experience under Instructions to Applicants and the authenticated statement has been attached at Appendix 2.
4. I/We agree that this offer shall remain valid for a period of 90(Ninety) days from the date of opening of technical bid or such further period as may be mutually agreed upon.
5. All information provided in the Bid and in the Appendices is true and correct and all documents accompanying such Bid are true copies of their respective originals.
6. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
7. I/We shall make available to the Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd any additional information it may deem necessary or required for supplementing or authenticating the Bid.
8. I/We acknowledge the right of the Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

9. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
10. I/We declare that:
 - a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd;
 - b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for Bid issued by or any agreement entered into with the Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd. or any other public sector enterprise or any government, Central or State; and
 - c. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - d. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with the RFP document.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. The Performance Security of 10 % in the form of a Demand Draft / Bank Guarantee *will be submitted* in accordance with the RFP document *on award of the work*.
13. I/We agree and understand that the Bid is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our Bid is not opened or rejected.
14. A Power of Attorney in favor of the authorized signatory to sign and submit this Bid and documents is attached.
15. The Financial Bid is being submitted in a separate cover.
16. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

APPENDIX-II

(1) Details of Completed Projects (AA):

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

(2) Details of Projects on hand:

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

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

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

3.

<p style="text-align: center;"><u>Certificate from the Statutory Auditor/Chartered Accountant OR Company Secretary/CFO of the</u> <u>Applicant</u></p> <p>This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.</p> <p>Name of the audit firm: Seal of the audit firm Date:</p> <p style="text-align: right;">(Signature, name and designation of the authorized signatory)</p>
--

(Signature of the Authorised Signatory)

APPENDIX-III

Format for Financial Statement

{On Firm's CA letterhead}

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

Year	Annual Turnover (Rs. Crore)
2015-16	
2016-17	
2017-18	
Average of above (Applicable for Annual Turnover only)	

(Signed and Sealed by the Authorised Signatory)

APPENDIX-IV

Approach & Methodology specific to the project (Not more than 2 pages)

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

- a) Technical Approach and Methodology,
 - b) Work Plan, and
 - c) Organization and Personnel,
-
- a) **Technical Approach and Methodology.** In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
 - b) **Work Plan.** In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.
 - c) **Organization and Personnel.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support personnel. You shall also specify if you will be the lead firm in a joint venture or in an association with Sub-Consultants. For joint ventures, you must attach a copy of the joint venture agreement.]

Note: Approach and Methodology submission (is required to ensure that the bidder has understood the scope of work correctly and that he will cover all the required aspect in this 'Alternative Analysis Report')

APPENDIX-V

Curriculum vitae (CV) of Proposed Key Personnel's

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

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

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

4. Date of Birth: _____ Citizenship: _____

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

6. Membership in Professional Associations: _____

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

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

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

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

From [Year]:_____ To [Year]: _____

Employer:_____

Positions held: _____

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

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

- (i) this CV correctly describes my qualifications and my experience;
- (ii) I am not employed by the Executing /Implementing Agency;
- (iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in the Personnel Schedule provided team mobilization takes place within the validity of this Bid or any agreed extension thereof;
- (iv) I am committed to undertake the assignment within the validity of Bid;
- (v) I am not part of the team who wrote the terms of reference for this consulting services assignment;.

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

_____ Date: _____

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

Day/Month/Year Full

Financial BID Volume - 2

Format for Financial Bid / Price Bid

Name of Work:- Appointment of Consultant for preparation of Alternative Analysis study Report for two Corridors in Dehradun city and Corridors, connecting Dehradun, Haridwar and Rishikesh as per Comprehensive Mobility Plan for the metropolitan area.

Item No.	Item Description	Rate ₹ in lakh (figures & words)
1	Preparation of alternative analysis Report for two Corridors in Dehradun City as proposed in CMP as per various alternative combinations listed in Table 'A' below.	
2	Additional Cost for Preparation of Alternative Analysis study Report for Corridors, connecting Dehradun, Haridwar and Rishikesh as per Comprehensive Mobility Plan for the metropolitan area.	

Table-A:

Alternative Combination of MRTS corridors in Dehradun City		
Case	Alignment	Length (Km)
1-A	NS Kandoli to ISBT	9.6
	EW FRI to Vidhan Sabha/Rispana	10.48
1-B	NS Kandoli to ISBT	9.6
	EW FRI to Raipur	12.47
2-A	NS Along Canal Road	13.17
	EW FRI to Rispana Bridge	10.48
2-B	NS along Mussoorie Road	13.17
	EW FRI to Rispana Bridge	10.48

Note:- Whereas the item no. 1 mentioned in the tender schedule is intended to be necessarily operated, the item no. 2 is optional and may or may not be operated as per need. The tenderer should quote his rates accordingly.

AUTHORIZED SIGNATORY

For and on behalf of the Tenderer

Date:

Place:

Format for Bank Guarantee

Bank Guarantee for Performance Security

To

The Managing Director,

Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd.

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

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

), (mention Consultancy fee amount here) (hereinafter referred to as the "Agreement") Consultancy Services **Alternative Analysis study Report for two Corridors in Dehradun city and Corridors, connecting Dehradun, Haridwar and Rishikesh as per Comprehensive Mobility Plan for the metropolitan area** and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs (Rupees) (mention Bank Guarantee amount here) to the Uttarakhand Metro Rail Urban Infrastructure Building Construction Corporation Ltd. for performance of the said Agreement.

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

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

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

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

Urban Infrastructure Building Construction Corporation Ltd any money so demanded not exceeding the aggregate sum of INR_____ (mention Bank Guarantee amount here) notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under and the Consultant shall have no claim against us for making such payment.

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

Notwithstanding anything contained herein above:

- I. Our liability under this Bank Guarantee shall not exceed **Rs.** _____
(mention Bank Guarantee amount here)
- II. This Bank Guarantee shall be valid up to _____ (mention the expiry date of this Guarantee here) and
- III. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand at _____
(name address of branch of issuance) on or before _____ (mention the expiry date of this Guarantee here)

For

Name of Bank:

Seal of the Bank:

Dated, the day of , 2018

(Signature, name and designation of the authorised signatory)

NOTES:

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