

Appointment of Consultant for Conducting 'Techno-Economic Feasibility Study' (TeFS), Identification of Site, Preparation of 'Detailed Project Report' (DPR), Preparation of Tender and 'Bid Process Management' (BPM) for Selection of Agency and provision of 'Project Management Consultancy' (PMC) services for Implementation of Project Ferris Wheel at dole demb in Dal Lake srinagar



सत्यमेव जयते
Government Of India

JAMMU & KASHMIR UNION TERRITORY



Request for Proposal for
Appointment of Consultant
for Conducting
Techno-Economic Feasibility Study



J&K LAKE CONSERVATION
AND MANAGEMENT AUTHORITY

REQUEST FOR PROPOSAL (RFP)

For

Appointment of

Consultant

for

Conducting of

1. Techno-Economic Feasibility Study (TeFS) ,
2. Preparation of “Detailed Project Report (DPR) ,
3. Preparation of Tender & Bid Process Management (PBM)
for selection of Agency &
4. Project Management Consultancy” (PMC) services for
Implementation of the Project,

“Ferris Wheel”

at Dole Dem in Dal Lake Srinagar

Jammu & Kashmir UT



**OFFICE OF THE EXECUTIVE ENGINEER
MECHANICAL DIVISION DOCKYARD NISHAT
JAMMU & KASHMIR LAKE CONSERVATION & MANAGEMENT AUTHORITY SRINAGAR**

Email: xenmechlda@gmail.com

e-RFP

For and on behalf of LT. Governor, Jammu and Kashmir UT, E-bids against Request for Proposal (RFP) in three cover system are invited by Executive Engineer, Mechanical Division JKLCMA Sgr, from reputed and eligible consulting firms /consortium for :

Name of Work	Cost of T/Doc. (In rupees)	EMD (In lacs)	Completion Period (weeks)
:1	3	4	5
Appointment of a Consultant for Conducting of 1. Techno-Economic Feasibility Study (TeFS), 2. Preparation of "Detailed Project Report (DPR) , 3. Preparation of Tender & Bid Process Management (PBM) for selection of Agency & 4. Project Management Consultancy" (PMC) services for (Implementation of the Project, "Ferris Wheel " at DoleDem in Dal Lake Srinagar Jammu & Kashmir UT)	10000/-	5.0	65

• Authorization conveyed Vide by Superintending Engineer JKLCMA Vide his office letter no : SE/LCMA/1638-42 dt : 28.09.2022
 The Bidding documents consisting of qualifying information, eligibility criteria, specifications, Drawings, bill of quantities (B.O.Q) set of terms and conditions of contract and other details can be seen /downloaded from the website www.jktenders.gov.in as per the below schedule:

1.	Date of issue of Request for Proposal (RFP)	10.11.2022 - 1700 HRS
	Period of downloading of the bidding document	From 10.11.2022(1700 HRS) to 29.11.2022 (10:00 HRS)
3.	Period of clarifications	For clarification, if any, Executive Engineer, Mechanical Division , LCMA be contacted from 10-11-2022 to 14-11-2022 on the Mobile Nos : +91 - 1943591392
4.	Date, Time, and place of pre-bid meeting	15.11.2022 from 11.00 HRS in the office of Vice Chairman J&K LCMA, Miskeen Bagh, Srinagar. The intending bidders can participate through online mode as well. However the link shall be shared to those intending bidders who shall make a request through official mail 24 hrs before the start of pre-bid meeting
5.	Bid Submission Start Date	From 16 .11.2022 (10.00 HRS)
6.	Bid Submission End Date	29.11.2022 (1400 HRS)
7.	Cost of Bidding Document	Rs. 10000/-
8.	RFP document fee to be deposited in	In the shape of e-challan as per the details given below: FA & CAO , J&K LCMA Sgr Account No : CG0229010200000001 Name : FA&CAO, J&K LCMA, Srinagar Name of the Bank : Jammu & Kashmir Bank Branch Name : Brain IFSC Code : JAKAONISHAT Branch ID : 0229. The Authority reserves the right to cross check genuinity of the receipt of tender document fee
9.	Earnest Money Deposit	Rs 5.00 Lacs in the shape of CDR/FDR/BG pledged to FA & CAO , J&K Lake Conservation & Management Authority , Srinagar from bank having branch in Srinagar
10.	Date and time for opening of the cover 1st online	30.11.2022 at 1400 HRS in the office of Vice Chairman LCMA, Miskeen bagh, Srinagar
11.	Date for presentation	To be notified later to eligible bidders
12.	Date & Time of opening of the Cover 2 nd (Technical Bids)	To be notified later to eligible candidates
13.	Date & Time of opening of the Cover 3 rd (Financial Bids) (online)	To be notified after Cover 2 nd evaluation is completed

The Bids shall be deposited in electronic format with digital Signature on the official website www.jktenders.gov.in in Three covers viz.

Cover1st : Tender fee, EMD and Eligibility Criteria ,
 Cover 2nd : Technical Bid &
 Cover 3rd : Financial Bid

Sd/-
 Executive Engineer,
 Mechanical Division, J&K LCMA,
 Srinagar
 Dated: 09.11.2022

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Disclaimer

The Jammu & Kashmir Lake Conservation & Management Authority Srinagar (JKLCMA) has issued the REQUEST FOR PROPOSAL (RFP)

For

Appointment of a Consultant

for

Conducting of

1. Techno-Economic Feasibility Study (TeFS) ,
2. Preparation of “Detailed Project Report (DPR) ,
3. Preparation of Tender & Bid Process Management (PBM) for selection of Agency &
4. Project Management Consultancy” (PMC) services for Implementation of the Project,

“ Ferris Wheel”

at Dole Dem in Dal Lake Srinagar Jammu & Kashmir UT

on terms and conditions as in the document,

- i. The document has been prepared with an intention to invite prospective Applicants/Bidders/Consultants to assist them in making their decision regarding submission of requested proposal.
- ii. The authority (JKLCMA) has taken due care in preparation of information contained herein. Interested parties are required to make their own inquiries and they shall not solely rely on the information contained in the Proposal while submitting their **documentation**.
- iii. The proposal shall not be an agreement by and between the authority (JKLCMA) and the intending bidders. The bidders shall undertake appropriate examination, enquiry and scrutiny of all aspects mentioned in the proposed document before bidding.
- iv. The intending bidders / Consultants who intend to submit their Proposal shall not be entitled for any type of reimbursement of charges what so ever from the

- authority (JKLCMA). The Bidders shall have to bear all costs while preparing their bid or its submission thereof.
- v. The authority (JKLCMA) shall reserve the right to exclusively select or reject any Bid at any Stage without assigning any reason what so ever.
- vi. The authority (JKLCMA) shall reserve the right to update, amend or supplement the information, assessment or assumptions contained in the proposal without any notice.
- vii. The authority (JKLCMA) shall accept no liability of any nature whether resulting from negligence or otherwise what so ever which may arise from negligence on the part of any intending Bidders.
- viii. The interested parties, after careful review of all the clauses of the 'Request for Proposal', shall send their suggestions in black & white to Vice Chairman on vicechairmanjklcma@gmail.com
In case of such suggestions, after review by the authority (JKLCMA) shall be incorporated in the 'Request for Proposal' as a corrigendum on www.jktenders.gov.in
- ix. The authority (JKLCMA) shall possess the right to retain the bid documents of the bidders and use it, if required for implementation of the project in the public interest. The bidders shall have no right or claim to demand for its compensation what so ever.

Definition/Nomenclature /Abbreviation

Sr. No.	Term		Definitions
1.	Authority	Refers to	J& K Lake Conservation & Management Authority
2.	Client	Refers to	The department of J&K Lake Conservation and Management Authority (JKLCMA)
3.	Accounting Year	Refers to	<p>1. Financial Year from 1st April to 31st March of the Christian calendar year (for National Bidders) .</p> <p>2. Financial Year From 1st January to 31st December of the Christian Calendar Year (For Foreign Bidders) .</p>
4.	Additional Facilities	Refers to	the facilities which the Agency / Consultant may provide for the Successful completion of the assignment
5.	Agency Consultant	Refers to	Successful Bidder selected through this proposal
6.	Company	Refers to	Company registered under Companies Act, 1956 with amendments from time to time for National bidders. (Shall not apply to foreign bidders)
7.	Appointed Date	Refers to	The date on which the Agreement is signed between the authority and the successful bidder.
8.	Applicable Laws	Refers to	The laws as applicable in the UT of jammu & Kashmir / GOI including regulations and rules , judgments, decrees, injunctions, writs and orders issued by the court of law of the State of India from time to time.
9.	Applicable Permits	Refers to	clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws in connection with the said Project during the subsistence of the Agreement

S.NO	Terms		Definitions
10.	Contract Period	Refers to	period of Completion of the project without delay
11.	Document or Documentation/ Drawings/Design	Refers to	Document or documentation in print form or in Soft copy for the Proposal
12.	Affiliate(s)	Refers to	an individual or an entity who is controlling on behalf of the consultant /bidder
13.	Consultant	Refers to	The Successful bidder /Consultant who shall provide all the services as requested in the proposal .
14.	Contract/Agreement	Refers to	The work order /or an agreement which shall be legally binding between the Client and the Consultant .
15.	Day	Refers to	Christian calendar day;
16.	Professionals	Refers to	The individuals who collectively or individually shall be involved in the completion/ expedition of the
17.	Government	Refers to	Government of Jammu & Kashmir (UT) ;
18.	Foreign Personnel	Refers to	Individuals who possess foreign domicile.
19.	Local Personnel	Refers to	Persons who possess domicile of the J&K UT
20.	Proposal	Refers to	Technical and Financial Proposal of the Consultant.
21.	RFP	Refers to	Request for Proposals to be prepared by the Client for the selection of Consultants.
22.	Services	Refers to	The work to be performed and taken up by the successful bidder/Consultant
23.	Terms of Reference (TOR)	Refers to	the Terms and conditions of the contract between the client (JKLCMA) and the successful bidder /
24.	Technical Advisory Committee (TAC)	Refers to	The committee constituted by the Authority for the purpose of technical guidance & vetting of the Request for Proposal floated ;

25.	Similar Project	Refers to	Shall mean the project of Ferries wheel (minimum 50 m diameter) / Roller Coasters / Cable Car projects implemented/executed or are currently under implementation/execution .
26.	INR	Refers to	Indian Currency (Rupee)
27.	Similar Scale	Refers to	<p>a. similar projects in Tourism / any other Sector executed in the last 25 years or are currently under implementation as on date with a minimum Project Cost of INR 50 Crores for National bidders .</p> <p>b. <i>For completed works, value of work done shall be updated to the price level as on 28 days before the last date of bid submission assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the last date of bid submission – applicable to Foreign Bidders</i></p>
28.	Representative	Refers to	The person /individual who shall be representing the client during the implementation /execution of the project.
29.	Site	Refers to	The area /region /land proposed for the project where the authority desires to execute the project .
30.	Contract Sum	Refers to	The Total cost/financial implications which is negotiated and accepted between the client and successful bidder .
31.	Accepting Authority	Refers to	The department /authority (JKLCMA) between whom the agreement /contract is fixed or accepted
32.	Temporary works	Refers to	The works which may have to be executed and shall form part of the proposal
33.	Urgent works	Refers to	The measures which needs to be taken during or before the initiation or completion of the project

CHAPTER - 1

INVITATION

CHAPTER 1: INVITATION

RFP NO :

Dated :

The JKLCMA hereby invites
REQUEST FOR PROPOSAL (RFP)

For

Appointment of a Consultant

for

Conducting of

1. Techno-Economic Feasibility Study (TeFS) ,
2. Preparation of “Detailed Project Report (DPR) ,
3. Preparation of Tender & Bid Process Management (PBM) for selection of Agency &
4. Project Management Consultancy” (PMC) services for
Implementation of the Project,

“ Ferris Wheel”

at Dole Dem in Dal Lake Srinagar Jammu & Kashmir UT

- i. **Registration for Digital Signature Certificate (DSC)**
To participate in online bidding process, Bidders shall procure a Digital Signature Certificate as per Information Technology Act which shall be applicable to National/Foreign bidders .
- ii. **Registration**
The bidders who desire to participate in the bidding process shall register on www.jktenders.gov.in
- iii. **Availability of the document**
The complete bidding document is available on www.jktenders.gov.in for free download.
- iv. **Selection of bidder**
The bidder/ consulting firm shall be selected as per procedures described in the RFP.

V. **Submission of Bid**

The bidder (authorized signatory) shall submit their offer online in electronic formats for preliminary qualification, technical and financial proposal.

vi. **Bidder Manual kit**

The bidders shall refer "Bidders Manual Kit" available at www.jktenders.gov.in for further details about the e-tendering process

vii. **Objective of the proposal**

The objective of the assignment is

1. Appointment of Consultant for Conducting Pre- Feasibility Study,
2. 'Techno-Economic Feasibility Study' (TeFS),
3. Identification of Site,
4. Preparation of 'Detailed Project Report' (DPR),
5. Preparation of Tender and 'Bid Process Management' (BPM) for Selection of Agency and
6. provision of 'Project Management Consultancy' (PMC) services for Implementation of project ,

"Ferris Wheel"

at Doledemb in Dal Lake Srinagar, Jammu & Kashmir, UT" .

Sd/-
Executive Engineer
Mechanical Division
JKLCMA

CHAPTER-2

RFP SUMMARY AND KEY INFORMATION

CHAPTER 2: RFP SUMMARY & KEY INFORMATION

<p>Selection Method</p>	<p><u>The selection process of the consultant shall be based on Quality and Cost Based Selection (QCBS)</u></p>
<p>Selection Criteria</p>	<ol style="list-style-type: none"> 1. Technical evaluation shall be given a weightage 80 points and Financial evaluation shall be allotted a weightage of 20 points 2. Minimum score for technical qualification shall not be less than 75 points and 3. The Financial score shall be reckoned as 20 points for lowest bid and rest of the of the financial score shall be allotted proportionately for their submitted financial bid. <p>Refer for illustrations in Annexure: Illustration: The minimum qualifying marks for technical qualifications is 75 (Seventy five) and the weightage of the technical bids and financial bids was kept as 80: 20 (Eighty : Twenty). In response to one of the RfP, three proposals, A, B & C were received. The technical evaluation committee awarded the following marks on the documents/presentations put forth by the firms: A: 75 Marks B: 80 Marks C: 90 Marks The minimum qualifying marks were 75 (Seventy five) thus, all the three proposals were found technically suitable. Using the formula T/Thigh, the following technical points are awarded by the evaluation committee: A: $75/90 = 83$ points B: $80/90 = 89$ points C: $90/90 = 100$ points The financial proposals of each qualified consultant were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under: A: Rs.120. B: Rs.100. C: Rs.110. Using the formula Clow/C, the committee gave them the following points for financial proposals: A: $100/120 = 83$ points B: $100/100 = 100$ points C: $100/110 = 91$ point</p>

	<p>In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under: Proposal A: $83 \times 0.20 + 83 \times 0.80 = 83$ points.</p> <p>Proposal B: $100 \times 0.20 + 89 \times 0.80 = 91.2$ points</p> <p>Proposal C: $91 \times 0.20 + 100 \times 0.80 = 98.2$ points</p> <p>The three proposals in the combined technical and financial evaluation were ranked as under:</p> <p>Proposal A: 83 points: H-3</p> <p>Proposal B: 91.2 points: H-2</p> <p>Proposal C: 98.2 points: H-1</p> <p>Proposal C at the evaluated cost of Rs.110 (Rupees One hundred and ten) was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.</p>
<p>Scope of Work</p>	<p>The scope of work under this assignment shall include</p> <ol style="list-style-type: none"> 1. collection of secondary data, case studies, conducting a detailed Site Selection Process and SWOT analysis, 2. Pre- Feasibility Study, Techno-Economic Feasibility Study (TeFS) consisting of various studies and surveys. 3. Preparation of Detailed Project Report (DPR) and preparation of a Master and Business Plan and 4. preparation of Tender and carrying out the Bid Process Management (BPM). 5. Bid Evaluation Committee (BEC) to evaluate the Bids received and finalising the Agency for the project and not the last but the least 6. act as a Project Management Consultant (PMC) during the entire duration of construction and finalization phases of the entire project.
<p>Eligibility Criteria</p>	<ol style="list-style-type: none"> 1. For Single Bidder: The sole bidder shall have a registered company and shall be in operation for last five years with a net worth of not less than 10 crores for last financial year /quarter 2. Joint Venture / Consortium The joint venture consortiums shall have 3 or more consortium members and one lead member /bidder. The consortium members shall be a registered company and shall be in operation for at least five years with a net worth of not less than 15 crores for the last financial year /quarter 3. Foreign Bidders <ul style="list-style-type: none"> • Submission of certified audited Financial Statement and certificate by the Competent Authority of their respective countries. • Valid registration documents duly authenticated and certified by the competent authority of that country. • The documentation shall have to be routed through their respective consulates /embassies and vice versa • Any other documents required under the international act of

	<p>trade not specifically mentioned in the RFP but deemed to be important and necessary for qualification criteria shall have to be appended with the bid submission.</p> <p><u>All the bidders shall have provided consultancy services in the project of Ferries wheel (minimum 50 m diameter) / Roller Coasters / Cable Car projects implemented/executed or are currently under implementation/execution with a project cost of Rs 50.00 crores .</u></p>
<p>Documentary Proof Required for Nation Bidders</p>	<ol style="list-style-type: none"> 1. Registration under LLP Companies act 2015 with latest amendments 2. Pan Card and AADHAR Card 3. Registration certificate (GST) 4. Support letter or document from the parent company 5. Audited financial Statement for the last three financial years. 6. Statutory auditors certificate from chartered accountant / Central govt. organization. 7. Self-declaration by the bidder confirming the multidisciplinary team of professionals meeting the requirement. 8. A Self Certified letter signed by the authorized signatory of the bidder.
<p>Documentary Proof Required for Foreign Bidders</p>	<p><i>Apostilling of documents: All International bidders participating in the e-tendering process are required to duly apostille all their documents (generated in any foreign country) from the Indian Embassy of their home country. Apostillation of the documents should be in accordance to the Hague Convention 1961. (https://mea.gov.in/apostille.htm)</i></p>

CHAPTER- 3

INTRODUCTION

CHAPTER 3: INTRODUCTION

The Dal Lake, measuring about 4 miles by 2 1/2, lies close to Srinagar, and is perhaps one of the most beautiful spots in the world. The mountain ridges which are reflected in its waters, as in a mirror, are grand and varied the trees and vegetation on the shores of the Dal being of exquisite beauty. It is difficult to say when the Dal is most beautiful. In the spring the fresh green tints of the trees and the mountainside are refreshing to the eye, but it is perhaps in October that the colours of the lake are most charming. The willows change from green to silver grey and delicate russet, with a red tone on the stems and branches, casting colours on the clear water of the lake which contrast most beautifully with the rich olives and yellow greens of the floating masses of the water weed. The chinars are warm with crimson, and the poplars stand up like golden poles to the sky. On the mountain sides the trees are red and gold, and the scene is one of unequalled loveliness. Perhaps in the whole world there is no corner so pleasant as the Dal lake. If one looks at the mountains, the shapes and shadows are wonderful in their boldness; citywards from the lake stands the famous hill, the Takht-i-Suliman to the left; and to the right the hill of Hari-Parbat, with its picturesque fort full of recollections of the grandeur of past times. Between these hills lies Srinagar, and away to the west are the snow-capped mountains of Kashmir. The water of the Dal is clear and soft as silk and the people say that the shawls of Kashmir owe much of their excellence to being washed in the soft waters of the lake.

The above quotation from Lawrance (1998) aptly describes the significance, beauty and grandeur of Dal Lake nearly a century ago. The folklore sing the beauty of the lake and surroundings from times immemorial. Dal-Nagin lake is also unique in the world as it is perhaps the only lake in which a large number of people actually live inside the lake. The floating gardens, which enhance the beauty of the lake, are a major tourist attraction. In addition to providing vegetables for local consumption the lotus cultivation adds to the beauty which is unparalleled.

Dal lake has been the cradle of civilization of Kashmir and is regarded the liquid heart of Srinagar. It is included among the most beautiful National heritage sites of the country. It has played a key role in the economy of the State. Since ancient times the lake has been important to the people, especially the rulers of the region. This is evident from the fact that in the past the capital of Kashmir was shifted a number of times by local kings, but invariably the new site would lie very close to Dal Lake. This close association of the kings and their courtiers with the lake influenced it's ecological scenario with time.

King Sikander (1389-1413) of the Shahmiri dynasty constructed the first bundh across the Dal from Nayidyar (western section of Dal) to Nishat (at the eastern end), thus dividing the single sheet of water into two basins. Later, Saif Khan (1647-1667), Governor of Kashmir during the time of Mughal Emperor Aurangzeb Alamgir, constructed another bundh from Khojyabal to Ashaibag, thus giving rise to a third basin, the Sudrakhun (Nagin basin). Zain-ul-Abidin (1420-70 A.D), another monarch of the Shahmiri dynasty, was a great lover of nature and tried to beautify Dal by constructing an island, the Sonalank, in the Hazratbal basin as a tourist attraction. His grandson, Hasan Shah (1472 – 1484), constructed the famous Rupalank (Char Chinari) island. The Mughal emperors also constructed gardens along the eastern shores during the 16th and 17th centuries, including the Shalimar Bagh, Nishat Bagh, Cheshma Shahi and Naseem Bagh. It is said that once there were about five hundred gardens garlanding

the Dal, but only a few of these have survived the vagaries of time. In the 19th Century a road was laid along the southeast shore of the lake to improve communication, which led to the creation of marshy area along the fringes of the Shankaracharya and Zabarwan mountains.

During the early twentieth century most tourists were Europeans who usually stayed in house boats located on the lakes. Most of the well-built and luxuriously furnished houseboats were owned by Europeans. After Independence, however, the scenario changed and the local people started building houseboats as tourist resorts. At present there are 775 houseboats in Dal and Nagin lakes (total capacity = 5071 persons) registered with the Department of Tourism. Houseboat sites are the prime tourist attraction, even for those who do not stay in them. While all houseboats are serviced by small boats called 'shikaras', which are also used for the transportation of tourists within the lake, barges known as 'doongas' also service some houseboats.

Dol demb, the area for the project work, is in rectangular shape having total length 2.5 KM & average width 45 m , is a strategically located land mass inside Dal lake, as an exclusive place for Recreational activities like Ferris wheel etc. It is aimed to develop this land mass as an area that will promote high-end Eco-tourism and for such purpose large scale development is required to be carried out to make it environmentally conducive. Average maintained water level of Dal Lake is 1583.37 M while as the formation level of Dole Demb is 1584.37M

3.1 About JKLCMA

The J & K Lake Conservation & Management Authority was established in 1997 & are engaged for Conservation & Management of Dal-Nigeen Lake Srinagar.

CHAPTER- 4

SCOPE OF WORK

CHAPTER 4: SCOPE OF WORK

Broad Band Framework

1. The authority (JKLCMA) Srinagar intends to appoint a consultant for,
 - i. Preparation of Pre-Feasibility Report',
 - ii. Conducting "Techno-Economic Feasibility Study"/
 - iii. preparation of 'Detailed Project Report',
 - iv. 'Preparation of Tender Document' and
 - v. 'Bid Process Management' for Selection of Agency and
 - vi. providing of 'Project Management Consultancy' servicesfor
Implementation of project "**Ferris Wheel**" at Dole demb in Dal Lake Srinagar.
2. The authority (JKLCMA) proposes to develop and implement the project and seek to appoint consultants to assist JKLCMA with conducting various technical, financial and economic studies for the successful implementation of the project as per the selected Financial Model.
3. The Consultant is required to understand the various similar projects around world and provide a strategy, study & survey analysis, concept and best suited Financial Model for the project.
4. The Consultant shall consider the Site at Dole demb in Dal Lake as mentioned in the RFP and finalise the feasible site in consultation with JKLCMA. Based on the feasible Site, the Consultant shall prepare Pre-Feasibility Report' (PFR) (regarding operational and financial sustainability), Recommend the Best Financial Model and advise the Authority on structuring and implementing the Project Ferris wheel at doledemb in Dal Lake to be completed in a timely and cost-effective manner. The Techno-Economic Feasibility Study (TeFS)/ The Detailed Project Report (DPR) are essential parts for JKLCMA to gain insights into demographics of available workforce, geographical scenarios, technical constraints, geological and geotechnical challenges, structural complexities, supply of material, location selection, governance policy/rules, legal intricacies, market opportunity and socio-economic and environmental factors etc.
5. Based on the feasible site, the Consultant shall prepare Schematic Design & Drawings and outline Cost Estimates sufficient enough to determine approximate overall cost of the project. The Consultant shall also prepare the Tender document and assist in Bid Process Management (BPM).An Agency will be selected for the Implementation of the project and the Consultant shall act as the Project Management Consultant (PMC) during

the Construction Phase.

6. The Consultant shall provide a detailed description of the resources that will be applied to the project, especially adequately experienced personnel, capable of and devoted to the successful accomplishment of the project to be performed under the contract.
7. The specific tasks to be carried out by the selected bidder for the project would be completed in three Phases viz.
 - i. **Phase I:** Pre-Feasibility Report (PFR), Techno-Economic Feasibility Study (TeFS)/ Detailed Project Report (DPR), Schematic Design & Drawings and outline Cost Estimates, Preparation of the appropriate RFP/ Tender document.
 - ii. **Phase II:** Bid Process Management (BPM) and Selection of Agency and
 - iii. **Phase III:** Project Management Consultancy (PMC) Services

The above tasks of Scope of Work have been more specifically elaborated as under:

4.1 Phase I: Pre- Feasibility Study, Techno-Economic Feasibility Study (TeFS), Financial Modelling and Detailed Project Report (DPR)

4.1.1 Report No. 1.1 - Inception Report (T+2):

In the Inception Report, the consultant shall visit the site at doledemb Dal Lake for the project, collect and analyse various secondary data and case studies, carry out qualitative and quantitative analysis, and enlist all the tasks necessary to complete the Techno-Economic Feasibility Study with the time schedule with its team and resources. The Consultant shall develop a complete understanding about the project. The **Inception Report** shall include but not limit to the following:

- (a) Study and Analysis of the city, its physical features, terrain, connectivity and transportation, industrial aspects, tourism aspects, social and demographic aspects and aspects of business, financial & revenue generation capability of the city and thus justifying the setting of the project in the city.
- (b) Collect and analyze all the relevant laws such as Environmental Laws, Town Planning Laws, Civil Aviation Heights, Lake Regulatory Zone norms, and any other norms, rules, regulations, laws guidelines applicable. The consultant shall suggest various codes and Regulatory Frameworks followed globally as best practices for implementation of the project.
- (c) The consultant shall collect necessary secondary data and carry out relevant market surveys to arrive at suitable project site locations across the city. The consultant is required to conduct both qualitative and quantitative analysis, backed by both primary and secondary data; while the qualitative data involves the views/ opinions of subject matter

and industry experts, tourists, tour operators/travel agents, various government departments, private organizations, etc. The discussions/interactions should be aimed at validating all the preliminary analysis done based on the information/ data collected.

- (d) Carry out detailed analysis of Ferris Wheel(of minimum 50 m diameter) /Roller Caoster/Cable Car projects around the world. Carry out SWOT(Strengths , weaknesses, opportunities and threats analysis and Benchmarking.

The consultant shall submit a Report covering above along with a Presentation as mentioned in the Deliverables Table.

4.1.2 Report No. 1.2 - Report on Site Selection and Pre-Feasibility Report'(PFR) (T+8):

Simultaneously, while preparing the Inception Report, the Consultant shall consider the Site at Dole demb in Dal Lake Srinagar as mentioned in the RFP and finalize the feasibility of the site . if required the SWOT analysis of the RFP, the Consultant shall collect necessary data from secondary sources, visit the sites, capture primary data, identify various other aspects including but not limited to the following for analyzing the suitability of the site with regard to the following parameters ;

- (a) Size,
- (b) Location of the site.
- (c) Terrain and Physical features of the site including Layout, Size, shape, Topography, Contour, Open Space / Ground, Existing Structures etc.
- (d) Accessibility and Transportation facility available to the site including watery transport,
- (e) Availability of amenities, facilities and necessities at or near the site.
- (f) Environmental considerations such as identification of Mangroves, Wetlands, Landfills, and Flood Zones.
- (g) visibility of the adjacent areas /regions within the neighborhood of the site.
- (h) Any other necessary and important criteria to be considered and incorporated.

On the basis of the above information, the Consultant shall locate the suggested site on a GIS Map with superimposition of various layers in consultation of GIS team of JKLCMA. A comparison and SWOT analysis shall be carried out. In consultation with JKLCMA or the Committee of stakeholders and Experts in the field appointed by JKLCMA, select the most suited site with the Dole demb. The selected site shall undergo detailed study and surveys as a part of the Pre-Feasibility Report.

(i) Pre- Feasibility Report covering preliminary surveys, studies to determine, analyze and select suitable business scenario which is both technically and financially feasible. This shall include but not limited to the following:

- Preliminary assessment of Financial and Economic Viability of the Project Concept.
- Assessing likely private sector interest in the project.
- Advise JKLCMA about Role of the private sector (direct or indirect investment, Joint Venture Partner, etc.

The consultant shall submit a Report covering above along with a Presentation as mentioned in the Deliverables Table.

4.1.3 Report No. 1.3 - Report on Techno- Economic Feasibility Study (TeFS) and Financial Modelling (T+20)

The Consultant shall collect detailed information about the selected site and analyze the physical features and site details viz. layout, size, shape, topography, contour, connectivity, transportation, existing structures, social profile of the Catchment, location drivers/challenges etc. The site analysis shall include but not limit to the following:

- (a) Collect data on extent of existing services and physical infrastructure, public utilities and social infrastructure such as water supply, sanitation, electricity supply, sewerage treatment plants, firefighting system, parking requirement and any other data felt necessary along with information & technology (ICT) infrastructure. The consultant shall also have to prepare plans showing existing utilities, with dimensions of the cross section, by super imposing on the site plan etc.
- (b) Carry out Total Station Survey/Drone survey for mapping purpose, Geological, Geotechnical, Structural, Electro-mechanical, Hydrological, Wind studies etc.
- (c) Carry out Market Survey and undertake Supply and demand assessment to determine the various possible real estate products (Product Mix) that can be developed at site from the angle of high revenue yield to Authority.
- (d) Carry out analysis of Stakeholder identification mapping & consultation
- (e) Carry out analysis of job creation, employment potential, skill development & capacity building from the project
- (f) Carry out financial analysis of the project

The detailed technical surveys and studies to be carried out at the site shall be as follows:

4.1.3.1 Surveys & Studies

- (a) **Technical Surveys and Studies-** The consultant shall carry out Topographic survey i.e. existing flora and fauna including microclimate, soil conditions & physical features existing on site. The Consultant shall detail out the proposed land location on the contour plan with 5m interval. The consultant shall carry out technical studies including but not limited to Geological, Geotechnical, Electro-mechanical, Wind, Structural, etc.
- (b) **Environmental Study and Impact of Regulatory Zones-**
- (i) The consultant shall undertake detailed Environmental Analysis as per provisions of applicable laws on environment protection and identify a package of measures to reduce/eliminate the adverse impact identified during assessment.
 - (ii) While performing his duties under this contract the consultant shall take into consideration the orders/judgments/directions passed by the Hon'ble High Court of J&K.
 - (iii) The applicable Regulatory norms, laws and regulations shall have to be taken into consideration.
- (c) **Socio Impact and Economic Analysis-** The Socio Impact and Economic Analysis shall be carried out through the surveys indicated as below.
- (i) Census Survey of the surrounding and potentially affected population through a structured questionnaire tested for its smooth administration
 - (ii) Identification and Collection of details of likely affected structures / properties in terms of their location, size, geometry, type of construction, name of the owner, address, vulnerability etc.
 - (iii) Broad assessment of loss of immovable assets by type and degree of loss.
 - (iv) Survey of PAFs (Project Affected Family), if any, needs to be conducted with an aim of the baseline or socio-economic survey to determine distribution of affected socio-economic groups on the map, analysis of social structure and income resources of the PAPs (Project Affected Persons), inventories of the resources which the project affected people use as well

- as the data on the system of economic production
- (v) Land usage and inventory of assets within the proposed development;
 - (vi) Direct and indirect social and economic impact, both negative and positive due to the proposed project;
 - (vii) Social, economic, cultural and demographic characteristics of potential project affected population and families;
 - (viii) Identification of cultural properties, common properties and public assets being used by the project affected population/impact on these properties; Livelihood pattern of different primary stakeholders; Broad estimation of compensation and resettlement in relation to the applicable guidelines and principles given in the national legislation if any
 - (ix) Potential impact of the proposed project on productive resources, natural resources, common property resources and social infrastructures etc.
- (d) **Macro-economic Analysis of Tourism Sector**- The consultant shall analyze various macro-economic data, trends, and indices that influence Tourism Sector in India focusing on Srinagar Dal Lake . Utmost importance shall be given on the following:
- (i) Global and Indian tourism industry trends
 - (ii) Assessment of existing tourism scenario along with composition both domestic and foreign tourists visiting Dal Lake Srinagar Kashmir India.
- (e) **Disaster Management, Risk assessment, Security Measures and mitigation options for the project** - The consultant shall prepare a detailed manual for Disaster, Fire, Safety and Security Measures for the safe operation of the Giant/Ferris Wheel. The manual shall cover, but not limited to, the following aspects:
- (i) Disaster Management, Disaster Management imperatives, Objectives of Disaster Management Plan.
 - (ii) System to cater for disasters and Security Systems recommended for the project and Safety and Security Measures.
 - (iii) Fire, Health, Safety and Environment as per Indian and International standards (ISO and OHSAS)

- (f) **Review of Legal and Regulatory Framework-** The Consultant should outline the existing regulation and indicate the need for changes, if any post review of Regulatory Framework for the successful implementation of the Project. The consultant shall suggest best practices followed globally.
- (g) **Heritage Impact Assessment** (if applicable)

The consultant shall submit a Report covering above along with a Presentation as mentioned in the Deliverables Table

4.1.3.2 Business Plan(s) including Financial Model and Strategy-

The consultant shall prepare a Business plan, Financial Model and Project Model on the basis of various factors such as lease / project period, sensitivity analysis, financing and implementation strategy. Following aspects should also be considered while preparing the same:

- (a) **Prepare Preliminary Phase-Wise Cost-Estimates** of land development, infrastructural facilities, pedestrian plazas, landscaping, street furniture and any other facility with separate options for including and excluding building structures.
- (b) **Prepare a Detailed Financial Model with Options for Scenario Analysis** to assess the impact of traffic and revenue risks on future Cash Flows and Debt Service taking into account impact on related Revenue Streams envisaged in the business plan.
 - (i) **Financial Assessment:** Revenue Projections, Cost Estimates (component wise), Operational Cost, Attractiveness of the project based on Project IRR, ROI, DSCR, etc., Proposed capital structure (debt- equity ratio), cost of capital (based on Layout plan), balance sheet / profit & loss account / cash flow statement for the projection period, break- even analysis, SWOT analysis.
 - (ii) **Sensitivity Analysis:** Identification of the factors to which the project would be sensitive, estimation of the probable range of variation in these factors, analysis of the impact of these variations on the viability of the project.
- (c) **Suggest Revenue Models:** For the effective implementation of the project, the consultant shall explore the ways for revenue and traffic

generation from the project by development of the land and optimizing the use of built up area potential, proposed within the Project Site. The Consultants shall suggest modes of partnership of development along with equities and cash flow analysis.

The Consultant shall suggest means of financing the project after considering the following:

(i) **Own sources of Authority . The consultant shall also submit the details of surplus / available funds and available land area for the project for creation of a:**

- a. separate development fund,
- b. public borrowing,
- c. multilateral funding or
- d. a combination of all these. The consultant shall also suggest an appropriate management structure for the project.

(ii) **Lease / Project Period-** The consultant shall assess the period of lease / project (for suggested development options) that is most optimum based on break-even period, revenue generation and objectives of Authority as per master plan

(iii) **Source Funds for the Project-** The consultant may be required to source funding for the project from various sources as identified in the business plan.

(iv) **Project Model and Structure-** The Consultant shall suggest the most suitable project model and structure like possibility of PPP/EPC structures etc. for the proposed development at the site. While doing so the Consultant may suggest modifications to the existing project model or a new project model that is required for the site.

(v) **The Landed Project Cost** will be based on costs as ascertained above and the expected implementation schedule and will comprise, but not limited to the following:

- Construction Cost
- Preliminary and Pre-operative Cost
- Interest during Construction
- Contingency

(vi) **Estate Management Expenses** including Manpower Cost, Utility Cost ,Rent, Taxes and Overhead Cost etc.

(d) **Developing Baseline Financial Projections:** The consultant

shall undertake a detailed financial assessment of the Project and generate detailed financial projections through the life of the concession. Consultant should work out Detailed Financial Analysis, Cash flows for determining the viability of the project and prepare Sensitivity Analysis and generate scenarios after considering various pros and cons of various models. The Consultant shall suggest appropriate model in consultation with JKL CMA. The Consultant shall determine the expected cash flows of the Project utilizing the previously derived occupancy and average rate forecast, which will estimate net income and operating cash flows and subsequently to assess their sensitivity to various scenarios. The financials shall help to determine the most appropriate format for its implementation.

- (e) **Taxation and Duties study:** The Consultant shall carry out a detailed study on the taxes and duties applicable on the project
- (f) **Suggest Revenue Generation Methods:** The Consultant shall conduct the market survey for Real Estate and other Commercial utilities being provided into the Project, which will help in developing an acceptable Revenue Schedule for all commercial spaces. The revenue streams shall be in form of entry fee, lease rental, parking fees, advertisement/sponsorship revenues and other value-added services.
- (i) The consultant shall forecast occupancy and average revenue for the proposed project based on an evaluation of the site-specific considerations and market research mentioned previously.
- (ii) Assessment of various streams of potential revenue realization:
- Entry fee to the facility
 - Ride ticket charges (Ferris wheel)
 - Revenue from food & beverages and entertainment centers/games
 - Other revenue streams such as sponsorship, advertising and events etc.
 - Depreciated Cost and Residual value of the project
 - The analysis should be on lifecycle cost .
- (iii) These occupancy and average rate forecasts will be utilized in the development of a 10 years, 15 years, 20 years, 25 years, 30 years, 35 years and 40 years income and expense, Financial Model and Cash flows for the proposed project.

The consultant shall submit a Report covering above along with a Presentation as mentioned in the Deliverables Table

4.1.3.3 Standard Operating Procedure for operation of project basis International standards

The consultant shall prepare a robust and detailed document pertaining to the standard operating procedure for the day to day operation of the project which should be in line with the guidelines set by International committees.

The consultant shall submit a Report covering above along with a Presentation as mentioned in the Deliverables Table

4.1.4 Report No. 1.4 - Detailed Project Report (T+20)

- (a) Prepare Detailed Project Report for setting up and running of the Project in view of all the task completed mentioned above.
- (b) The feasibility study shall include but not limited to:
 - (i) Site Selection
 - (ii) Techno-Feasibility Surveys and Studies conducted
 - (iii) Preliminary project Plan and timelines
 - (iv) Financial Model
 - (v) The Detailed Project Report should identify infrastructure requirements for end to end implementation and operation of proposed project.
 - (vi) The Detailed Project Report shall include Stakeholder analysis and project plan keeping existing and proposed options.
 - (vii) Structure for financing of the initiative including possibility of PPP/ EPC structures.
 - (viii) Proposed institutional framework for implementation

The consultant shall submit a Report covering above along with a Presentation as mentioned in the Deliverables Table

Post approval of Phase I , the consultant shall submit

- a. **the Financial Model selected,**
- b. **changes suggested by JKLCMA, and**
the Final Detailed Project Report (DPR) which shall be followed by initiation of the next Phase of Work.

4.1.5 **Report No. 1.5**

Schematic Design & Drawings and outline Cost Estimates sufficient enough to determine the cost of the project.

4.2 **Phase II: Bid Process Management and Selection of Agency (T+26)**

Post approval/ In-principle approval of Phase I, the Consultant shall prepare the appropriate RFP / Tender document based on the Best Financial Model and Project Structure selected (project Cost) , for the Appointment of the Agency for Carrying out the Construction, Operation and Maintenance of project.

(a) **Task No.2.1**

Preparation of the appropriate RFP/ Tender document based on the Best Financial Model and Project Structure selected.

(b) **Task No. 2.2**

Floating of the RFP / Tender document in e-Tender portal of JKLCMA, Managing the Bid, Contract Signing between JKLCMA and the selected Agency.

4.3 **Phase III: Project Management Consultancy Services (PMC) (T+65)**

Report No. 3.1 -

The Consultant shall also act as Project Management Consultant on behalf JKLCMA and is required to exercise the following responsibilities during the Construction/ Implementation Phase:

- (a) The Project Management Consultancy (PMC) shall carry out the duties specified by JKLCMA.
- (b) The Project Management Consultancy (PMC) may exercise the authority specified in or necessarily to be implied from the Contract, provided, however, that in respect of the items mentioned herein, the Project Management Consultancy (PMC) shall obtain specific approval of JKLCMA. Provided further that, any requisite approval shall be deemed to have been given by JKLCMA for any such authority exercised by the Project Management Consultancy (PMC).
- (c) The Consultant functioning as PMC shall on daily basis share with JKLCMA updates on the progress of Implementation works. The format for the Daily Progress Report shall vetted by JKLCMA
- (d) Except as expressly stated in the Contract, the Project Management Consultancy (PMC) shall have no authority to relieve the Agency of any of his obligations under the Contract.
- (e) The Project Management Consultancy (PMC) shall recommend to

JKLCMA on the following:

- (i) **Scrutiny/ Verification of bills and recommending the same to JKLCMA**
 - (ii) **Scrutiny/ Verification of Daily Progress Reports submitted by contractor**
 - (iii) **subletting of the work., if required**
 - (iv) **Granting claims to the Agency.**
 - (v) **checking and Certifying the works done at site**
 - (vi) **Checking and Certifying the materials used at site**
 - (vii) **Ordering suspension of the work.**
 - (viii) **Determining an extension of time.**
 - (ix) **Reduction of Compensation for delay**
 - (x) **Ordering variations.**
 - (xi) **Ordering any work/test beyond the scope of the Contract.**
 - (xii) **Determining rates for the varied works.**
 - (xiii) **Any variations in the Contract condition.**
 - (xiv) **Approval to designs and working drawings.**
 - (xv) **Payment of bonus for early completion**
- (f) **Project Management Consultancy (PMC) shall be solely responsible for making sure that all necessary Geotechnical, Structure, Electrical, Safety, etc. TESTS are done and the Structure is found SAFE and STABLE during the LIFE OF THE PROJECT.**
- (g) **Project Management Consultancy (PMC) shall be solely responsible for making sure that all necessary Geotechnical, Structure, Electrical, Safety, etc. AUDITS are done EVERY YEAR and the Structure is found SAFE and STABLE during the LIFE OF THE PROJECT.**
- (h) **The Consultant shall also be responsible to:**
- (i) **Suggest mitigation measures of defects, shortcomings, malfunctions and damages or any other items affecting the life of the structure and safe and smooth operation and life of the infrastructure in consultations with the Design consultation and report to JKLCMA**
 - (ii) **Co-ordinate with JKLCMA to rectify the defects, if any in the structure**
 - (iii) **Carry out Inspection and Audits of the project periodically as defined in the SOP and report to JKLCMA regarding status/defects observations in the project and any maintenance works to be carried out by the contractor**

-----and to other terms and conditions which are obligatory and essential and critical in nature to expedite the project to its logical end and not specifically mentioned in the RFP

THE PROJECT MANAGEMENT CONSULTANT (PMC) SHALL BE ENTIRELY RESPONSIBLE FOR THE COMPLETION OF THE CONSTRUCTION AND IMPLEMENTAION OF THE PROJECT ON TIMELY MANNER BASED ON THE APPLICABLE CODES, NORMS, RULES, REGULATIONS, AND CONSTRUCTION TECHNOLOGY AS PER THE APPROVED DESIGN, DRAWINGS, AND SPECIFICATIONS.THE PMC SHALL ENSURE THAT ALL THE NECESSARY AND REQUISITE CERTIFICATIONS AND PERMISSIONS ARE IN PLACE BEFORE THE PROJECT IS MADE OPEN FOR PUBLIC.

4.4 **Report No. 3.2 -Any Other Task (Complete Project Duration)**

- (a) The Consultant shall also develop, place and promote the project and its branding in the global tourism atmosphere, thus helping generate healthy footfalls and revenue
- (b) The Consultant shall perform and complete any other Scope of the Work / Task / Duty in Alignment of the above Project and Assignment as directed by JKLCMA

4.5 **Study Guidelines**

- All data and drawings and information collected by the Consultant shall be made available to the JKLCMA in proper organized format and this data shall remain the property of the JKLCMA.
- The data collected and the research results of the Consultancy shall not be divulged to other agencies without the explicit approval of the JKLCMA.
- All reports shall be submitted in hard and soft copy as mentioned in Clause 8 of the RFP. Reports shall be in Microsoft Word and PDF format or any other format specified by JKLCMA.
- Timely Progress Report may be submitted by the consultant to JKLCMA as and when demanded by JKLCMA.

4.6 **JKLCMA Roles & Responsibilities**

JKLCMA shall review the deliverables on time and share time to time feedback to the Consultant. JKLCMA shall provide the consultant status of land at Dole demb . JKLCMA shall also facilitate the consultants in establishing contacts with the concerned organizations to enable undertake the survey and data collection. **However, the consultant shall be solely responsible for proper and timely completion of the assignment and role of JKLCMA shall be to monitor the deliverables.** The consultant shall present the detailed project report at various forums desired by JKLCMA. While the JKLCMA shall make all logistic arrangement for such presentation, the

consultant shall independently arrange at their cost such presentations by their personnel provide equipment necessary for such presentations and arrange transport accommodation and other incidental arrangements for their personnel. For carrying out the necessary surveys and studies, primary & secondary data collection, etc. the consultant shall obtain necessary/ requisite permission(s) from local/ concerned authorities; JKLCMA may also issue an Authorization Letter to the consultant for procuring the data from various stakeholders.

CHAPTER- 5
DELIVERABLES
AND
TIME/ PAYMENT SCHEDULE

CHAPTER 5: DELIVERABLES AND TIME/ PAYMENT SCHEDULE

5.1 Deliverables and Payment Schedule

The Consultant shall complete various stages of the work in accordance with the Time Schedule as given hereinafter and submit to JKLCMA the various deliverables. JKLCMA shall affect payment to the consultant in accordance with the schedule of payment.

Task No./ Report No.	Brief Description of work	No. of Hard Copies + Soft Copy of Report / Document	Schedule (in weeks)	Payment as % of Contract Value
Phase I: Pre-Feasibility, Techno-Economic Feasibility Study (TeFS), Financial Modelling/ Detailed Project Report (DPR) (T= Work Order date)				
Task No./ Report No.1.1	<p>Inception Report: On submission of Inception Report spelling out the work plan, methodology and strategy, logistics arrangements made, plan of survey, identification of data source etc. required for the Pre-Feasibility Report (PFR)</p> <p><i>Payment On Submission and Approval of the Report and Presentation, subject to the modifications suggested by JKLCMA</i></p>	5 Nos. Draft + 5 Nos. Final	T+2	5% of ['Z'] of Summary Cost of Clause 11.2 Form L
Task No./ Report No.1.2	<p>Site Selection and Pre- Feasibility Report:</p> <ul style="list-style-type: none"> • Selection of final Site at Dole demb Reclamation or from various identified sites for the project and submission of a report on the same. • Pre- Feasibility Report covering preliminary surveys, studies to determine, analyze and select suitable business model which is both technically and financially feasible. <p><i>Payment On Submission and Approval of the Report and Presentation, subject to the modifications suggested by JKLCMA</i></p>	5 Nos. Draft + 5 Nos. Final	T+8	10% of ['Z'] of Summary Cost of Clause 11.2 Form L
Report No.1.3 and Report No.1.4	<p>Techno-economic Feasibility Report (TeFS)/ Detailed Project Report (DPR) along with Schematic Design & Drawings and Outline Cost Estimates and Acceptance by JKLCMA: On Submission by the Consultant and Approval by JKLCMA of Final TeFs/DPR prepared considering the selected site, Pre-Feasibility Report (PFR), Schematic Design & Drawings and outline Cost Estimates along with the finalized Financial and Business Model for the Implementation of the Project, Proposed</p>	5 Nos. Draft + 5 Nos. Final	T+20	15% of ['Z'] of Summary Cost of Clause 11.2 Form L

Task No./ Report No.	Brief Description of work	No. of Hard Copies + Soft Copy of Report / Document	Schedule (in weeks)	Payment as % of Contract Value
	institutional framework for implementation; incorporating all the suggestions given by JKLCMA. <i>Payment On Submission and Approval of the Report and Presentation, subject to the modifications suggested by JKLCMA</i>			
Task/ Report No. 2.1	Preparation of the appropriate RFP / Tender Document On Submission by the Consultant and Approval by JKLCMA of Final RFP/ Tender Document. <i>Payment On Submission and Approval of the Report and Presentation, subject to the modifications suggested by JKLCMA</i>			5% of ['Z'] of Summary Cost of Clause 11.2 Form L
Phase II: Bid Process Management (BPM) and Selection of Agency				
Task No.2.2	Managing the Bid Process <ul style="list-style-type: none"> • Floating of the Bid. • Conducting Pre-Bid Meeting • Bid Evaluation Assist JKLCMA in the Signing of Contract with the Selected Agency <i>*Subject to Approval / Acceptance of the Successful Bid by JKLCMA Authority</i>		T+26	5% of ['Z'] of Summary Cost of Clause 11.2 Form L
Phase III: Project Management Consultancy (PMC) Services				
Task No./ Report No.3.1	Acting as Project Management Consultant for implementation of works (104 Weeks for Construction Phase) <i>Payment On Submission on regular basis as specified and Approval of the Report and Presentation, subject to the modifications suggested by JKLCMA</i>		T+65	50% of ['Z'] of Summary Cost of Clause 11.2 Form L (payment on quarterly basis post JKLCMA's approval)
Any Other Task				
Task No./ Report No.3.2	Any Other Task as defined in the RFP Clause 4.4 <i>for Successful Completion of the Assignment</i>	-	Complete Project Duration	10% of ['Z'] of Summary Cost of Clause 11.2 Form L

(For Detailed Description of Work, refer Scope of Work and Tasks at Chapter 4)

Note:

(1) The consultants shall submit each of the above-mentioned deliverables as per the schedule mentioned above. This shall be followed by a presentation to JKLCMA within a week, wherein, JKLCMA shall give their comments and suggestions in the form of feedback.

The observations/ suggestions of JKLCMA shall be incorporated by the consultant for sign-off before proceeding for the next stage of deliverables.

(2) JKLCMA shall comment on the deliverable within 2 working weeks of submission, however if the approvals are delayed the consultant may commence the next stage of deliverables with prior information to/ permission of JKLCMA

(3) Any delay in completing this consultation and obtaining clearances to proceed with the next stage of work shall automatically postpone the completion date by number of days by which such clearances was delayed. Therefore, actual project duration shall depend upon submission by consultant and approval by JKLCMA.

(4) The payment shall become due on approval of the stage reports and on raising of bills/ invoice by the consultant after the approval of the stage report. The processing time of the payment shall be as per JKLCMA's Rules of Business.

(5) The Financial Bid provided by the bidders shall be valid and shall not change before completion of the project. Further to this period beyond one year, in case of delays attributable to JKLCMA or Force Majeure, a 10 % year on year escalation factor to the rate may be introduced. JKLCMA reserves the right to pay pro-rata for any delays, etc

CHAPTER- 6

GENERAL INSTRUCTION TO BIDDERS

CHAPTER 6: GENERAL INSTRUCTIONS TO BIDDERS

6 General Instructions

- a. The Bidders shall deposit **Tender Fees of Rs. 10,000/-** (Indian Rupees Ten Thousand Only) through JKLCMA's e-tendering portal integrated with Payment Gateway or to be deposited into account no: CDG/0185010200000004 (IFSC code: JAKA0SATHOO) JK Bank Upper Sathu through E-challan/treasury receipt/pay in slip. The Tender Fee is non-refundable.
- b. The RFP Document shall not be transferable to any other Bidder. The Bidder who downloads the document and submits shall be the same.
- c. The Bidders shall study all instructions, forms, drawings, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- d. The response to the RFP shall be full and complete in all respects. Failure to furnish all information required in the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect shall be at the Bidder's risk and shall result in rejection of its Proposal.
- e. The Bidder shall submit the bid at his own cost and JKLCMA shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over JKLCMA and JKLCMA may be at liberty to cancel any or all bids without giving any notice.
- f. All materials submitted by the bidder shall be the absolute property of JKLCMA and no copyright /patent etc. shall be entertained by JKLCMA.
- g. The Bidder shall send in their queries by email at vicechairmanjklcma@gmail.com
The response to the queries shall be published on JKLCMA website www.jktenders.gov.in
No telephonic queries shall be entertained. The response of JKLCMA shall become integral part of RFP document.
- h. All the amendments made in the document shall be published at JKLCMA website and shall be part of RFP.
- i. The bidders shall visit the aforementioned website on regular basis for checking latest updates of the RFP document. The JKLCMA also reserves the rights to amend the dates mentioned in the RFP for successful bid process in larger public interest.

- j. If JKLCMA deems it appropriate to revise any part of the RFP or to issue additional data to clarify an interpretation of provisions of the RFP, it may issue corrigendum to the RFP. Any such corrigendum shall be deemed to be incorporated by this reference into the RFP.
- k. JKLCMA shall terminate the RFP process at any time and without assigning any reason and JKLCMA shall not be held responsible for any cost incurred by the bidder in bid preparation. JKLCMA reserves the right to amend/edit/add delete any clause of the Bid Document. However, this shall be informed to all and shall become part of the bid /RFP.
- l. The Bidders shall submit their queries if any in the following format in MS excel.

Sr.No.	Section	Clause No.	Clause	Clarification required

6.1 Earnest Money Deposit (EMD)

Sr.No.	Item	Details
1	EMD	INR. 5,00,000/- (Indian Rs. Five Lakhs only) – <ul style="list-style-type: none"> Complete payment of INR 5,00,000/- (Indian Rs. Five Lakhs only) by e-transfer through JKLCMA e-Tendering portal.

- a. The EMD shall be denominated in Indian Rupees only. No interest shall be payable to the bidder on the amount of the EMD.
- b. The Bids submitted without adequate EMD shall be liable for rejection.
- c. The bidder shall upload the scanned copy of the Bank Guarantee as part of Envelope-A on the online e-tendering portal only. The bidder shall submit the Physical BG at the address for communication mentioned at Clause Key Events (Chapter 2) within 2 working days after opening of the Envelope-A, Successful EMD shall only be considered if Scanned copy and the Physical Copy of the BG matches in totality. In case the Bidder submits the BG in any form (Scanned or Physical) before the opening of the Envelope-A in online e-tendering solution, apart from the process as suggested, the bid shall be summarily rejected. The BG shall have validity for a period of 120 days from the date of opening of financial bid. After the validity period the BG would be discharged by JKLCMA as per the Terms & Conditions of the RFP. If the Bidder pays the entire amount of the EMD by e- transfer, then this clause - c will not be applicable.
- d. The EMD of Unsuccessful bidders shall be returned to the respective unsuccessful bidder within 120 days from the date of opening of the financial bid.
- e. **The EMD of Successful bidder shall be returned after the award of contract and submission of the performance bank guarantee within**

specified time and in accordance with the format given in the RFP.

f. The EMD shall be non-transferable.

g. The EMD shall be forfeited:

- If a Bidder withdraws its bid or increases its quoted prices before completion of 180 days of bid validity period.
- If successful bidder fails to sign the Contract within specified time in accordance with the format given in the RFP.
- If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of JKLCMA regarding forfeiture of the Bid Security shall be final and binding upon bidders.
- If during the bid process, any information is found false/fraudulent/mala fide, then JKLCMA shall reject the bid and, if necessary, initiate appropriate action.

h. The Proposal not submitted in accordance with the procedure and formats prescribed in this document and adhering to the timeline shall be treated as non-conforming Proposal.

6.2 Language of Bids

6.2.1 The bid shall be submitted in English language only.

6.2.2 All International bidders participating in the e-tendering process are required to duly apostille all their documents (generated in any foreign country) from the Indian Embassy of their home country. Apostillation of the documents should be in accordance to the Hague Convention 1961. (<https://mea.gov.in/apostille.htm>)

6.3 Patent Claim

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall expeditiously extinguish such claim. If the bidder fails to comply and JKLCMA is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for such compensation, including all expenses, court costs and lawyer fees. JKLCMA shall give notice to the successful bidder of any such claim and recover it from the bidder if required. During submission, if any Bidder obtains any information/ document from Third Party it is at the Bidders risk and cost.

CHAPTER- 7
BID SUBMISSION INSTRUCTIONS

CHAPTER 7: BID SUBMISSION INSTRUCTIONS

7 Bid Submission Instructions

The entire proposal shall be submitted strictly as per the format specified in the Request for Proposal. The Bids with deviation from the format are liable for rejection. JKLCMA reserves the right to seek clarifications at any stage, from any Bidder, until the compliances are made by the Bidder as desired by the Bid Evaluation Committee (BEC)/JKLCMA in conformity with the RFP.

7.1 Submission of Bids

- a. The Bidder shall submit the bid online through JKLCMA e-tendering Portal only.
- b. To view the Tender Notice, Detailed Time Schedule, RFP Document and its supporting documents, the bidder shall visit the following e-tendering portal of JKLCMA: www.jktenders.gov.in
- c. The bids submitted by the Bidder shall comprise of the following three envelopes (Online submission only) :

A three envelope tender system shall be followed for the bid –

- **Cover- 1st: Comprising of Tender Fees, EMD and Eligibility Criteria as per guidelines**
 - **Cover- 2nd : Comprising of Technical Proposal as per guidelines**
 - **Cover- 3rd : Comprising of Financial Proposal as per guidelines**
- d. The bidder shall ensure that all the required documents, as mentioned in the RFP/ bidding document, are submitted along with the bid and in the prescribed format only. JKLCMA shall not accept delivery of Proposal in any manner other than that specified in the RFP. The Proposal delivered in any other manner shall be treated as defective, invalid and rejected. Non- submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid proposal submitted by the Bidder if not found justified by the Bid Evaluation committee (BEC). The Bidder shall submit the reasons of deviation along with the bid submission and submit clarification sought by BEC if any to substantiate any such deviation and the said clarification shall be binding on the bidder.
 - e. The Bidders participating first time for e-tendering on JKLCMA's e-tendering Portal will have to complete the Online Registration Process for the e- tendering Portal. For any concerns or queries related to e-tendering, kindly email at vicechairmanjklcma@gmail.com

- f. The Bidders interested in participating in the on-line e-tendering process are required to obtain Class II or Class III Digital Certificates with signing and encryption/decryption facility. The bids shall be prepared & submitted online using individual's digital signature certificate.
- g. All International bidders participating in the e-tendering process are required to duly apostille all their documents (generated in any foreign country) from the Indian Embassy of their home country. Apostillation of the documents should be in accordance to the Hague Convention 1961. (<https://mea.gov.in/apostille.htm>)

7.2 Bid Opening

- a. **Cover- A** - Comprising of Tender Fee, EMD and documents of Eligibility Criteria shall be opened initially in the presence of the Bidders/ representatives of Bidders who choose to attend and the same shall be evaluated. Subsequently, after declaring the eligible bidders of Envelope A, the Envelope B of the qualified Bidders shall be opened.
- b. **Cover- B** - Containing the Technical Proposal (to be submitted by Bidder as per guidelines) shall be opened in the presence of the Bidder/ representatives of Bidder who choose to attend, at the address, date and time specified in the RFP.
- c. **Cover- C** - At the end of the evaluation of the Technical Proposals, JKLCMA shall invite Bidders who have qualified for the opening of the Envelope C - Financial Proposals. The date, time, and location of the opening of Financial Proposals shall be informed by JKLCMA separately and individually to qualified bidders.

7.3 Evaluation Process

- a. JKLCMA shall constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders. The decision of the Bid Evaluation Committee in the evaluation of responses to the RFP shall be recommended to the competent Authority for approval.

- b. The BEC shall submit its decision to the competent authority whose decision shall be final and binding upon the bidders.
- c. The Bidders who qualify on Eligibility Criteria Cover- 'A' shall be considered for Technical evaluation- Cover- B.
- d. **Technical Evaluation:** The Bidders with **Technical Score of 75.00 Marks or above** in Technical Evaluation (Cover- B), shall be considered to be eligible for Financial Evaluation (Cover- C). Rounding of score will not permitted.
- e. **Amongst the eligible Bidders who are considered for the financial evaluation, the Bidder with the Lowest Financial Quote (L1) shall be awarded 20 points , the other bidders shall get points proportionately as detailed above at Chapter 2 : RFP Summary and Key information – Selection Process.**
- f. The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.
- g. In case of Single Bid response, JKLCMA reserves the right to accept or reject the bid on approval of Competent Authority

7.4.1 Eligibility Criteria – Cover- 'A'

The Bidder shall fulfil all of the following eligibility criteria on date of submission of bid (Refer Chapter 9 for standard templates)

The criteria is detailed at
CHAPTER- 2 RFP SUMMARY AND KEY INFORMATION

7.4.2 Technical Proposal- Cover- 'B'

7.4.2.1 Technical Evaluation Criteria

The eligible bidders from Cover- A shall be further evaluated and graded based on the documents of Cover- A and B according to the following table and any other clarifications/ presentations, etc. The marks attached to these details for the purposes of evaluation are also stated in the table.

(INR 1 Crore = Rs 100,00,000) , (Cr = Crore)

Sr. No.	Criteria	Marks			
1. Firms Capability (A) 7+7+6 MARKS					
<p>1.a The Sole Bidder shall have a minimum Average Annual Turnover of INR 10 Crore from Consultancy/ Advisory Services in last Three financial years</p> <p>(Financial years 2019-20, 2020-21 and 2021-22).</p> <p>In case of a Consortium, the Lead bidder and consortium partners shall, collectively have a minimum of Average Annual Turnover of INR 15 Crores from Consultancy/ Advisory Services in last Five financial years (Financial years 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22). The Average Annual Turnover of the Lead Bidder in case of a Consortium shall be at least INR 5 Cr for the last Five financial years (Financial years 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22).</p> <p>[Refer Form B2]</p>	Case1: Only Sole Bidder				
	Turn Over	Sole Bidder			
	Turnover 2019-20 (in INR)	A1			
	Turnover 2020-21 (in INR)	A2			
	Turnover 2021-22 (in INR)	A3			
	Total	A = A1+ A2 +A3			
	Average Annual Turnover	E = A/3			
	IF E >= INR 10 Cr	Refer the below table			
	Turnover (in INR) [i.e. E from above table]	Marks			
	> = INR 20 Cr.	7			
	> = INR 10 Cr. and < INR 10 Cr.	4			
	> = INR 5 Cr. and < INR 5 Cr.	2			
	Case2: Lead Bidder + 3 Consortium Member				
	Consortium Member	Lead	Member 1	Member 2	Member 3
	Turnover 2019-20 (in INR)	A1	B1	C1	D1
Turnover 2020-21 (in INR)	A2	B2	C2	D2	
Turnover 2021-22 (in INR)	A3	B3	C3	D3	
Total	A = A1+ A2+ A3	B= B1+ B2+B3	C=C1+C2+C3	D=D1+D2+D3	
Average Annual Turnover	E = A/3	F= B/3	G=C/3	H=D/3	
I=E+F+G+H					

Sr. No.	Criteria	Marks	
		IF I >= INR 15 Cr	Refer the below table
		Turnover (in INR) [i.e. H from above table]	Marks
		> = INR 30 Cr.	7
		> = INR 20 Cr. and < INR 30 Cr.	4
		> = INR 10 Cr. and < INR 20 Cr.	2

1.b

The Sole Bidder/ Consortium) shall, have experience in conducting Techno- Economic Feasibility Study (TeFS) OR preparation of Detailed Project Report (DPR) in at least one project of Giant/Ferries wheel (minimum 50 m diameter)/Roller Coaster/Cable Car with project cost of minimum **INR 50 Crores** implemented in the last 25 years or are currently under Implementation as on the last date of submission of the bid.

[For completed works, value of work done shall be updated to the price level as on 28 days before the last date of bid submission assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the last date of bid submission.]

[Refer Annexure 6A]

Sole Bidder/ Lead Bidder / any member of Consortium	
Number of Projects	Marks
> = 2	7
=1	4

Sr. No.	Criteria	Marks								
1.c	<p>The Sole Bidder/ Consortium) shall have acted as a Project Management Consultancy (PMC) during the Construction phase for at least one project of Giant/Ferries wheel (minimum 50 m diameter) / Roller Coaster / cable car with project cost of minimum INR 50 Crores implemented in the last 25 years or are currently under Implementation as on the last date of submission of the bid.</p> <p><i>For completed works, value of work done shall be updated to the price level as on 28 days before the last date of bid submission assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the last date of bid submission.]</i></p> <p>[Refer Annexure 6A]</p>	<table border="1"> <thead> <tr> <th align="center" colspan="2">Sole Bidder/ Lead Bidder / any member of Consortium</th> </tr> <tr> <th align="center">Number of Projects</th> <th align="center">Marks</th> </tr> </thead> <tbody> <tr> <td align="center">≥ 2</td> <td align="center">6</td> </tr> <tr> <td align="center">=1</td> <td align="center">3.5</td> </tr> </tbody> </table> <p><i>(Experience of only One Member in case of Consortium to be considered)</i></p>	Sole Bidder/ Lead Bidder / any member of Consortium		Number of Projects	Marks	≥ 2	6	=1	3.5
Sole Bidder/ Lead Bidder / any member of Consortium										
Number of Projects	Marks									
≥ 2	6									
=1	3.5									
	Sub-Total (A)	20 marks								

2. Project Team (B)

The Consultancy Team shall consist of the following Key Staff on its Pay Role who shall fulfill the academic and professional experience criteria as specified below:

Sr. No.	Key Staff	Marks	
2.a	Team Leader (On Full Time Payroll)	Mandatory Requirement	
		Should be Post Graduate in relevant field and B.E./ B.Tech in Civil Engineering / Structural Engineering / Construction Technology / Mechanical Engineering or Equivalent with at least 12 years of overall professional experience and have been involved in the capacity of Team Leader / Project Director on 1 (one) Similar Project around the world. <i>(Note: The Team leader shall be present at the delivery of each of the milestones.)</i>	3
		Optional Requirement	
		Marks for additional infrastructure projects experience worth INR 50 Cr in the capacity of Team Leader / Project Director.	2
2.b	Project Finance Expert (On Payroll/ Outsource/ Associate basis)	Mandatory Requirement	
		Should be Master of Business Administration in Finance/ Chartered Accountant or Equivalent with at least 10 years of overall professional experience and have been involved in the capacity of Finance Expert on 1 (one) Similar Project	3
		or 1 (one) international project of similar (Ferris Wheel) scale.	2
		Optional Requirement	
		Marks for additional infrastructure projects experience worth INR 50 Cr in the capacity of Project Finance Expert	1
2.c	Consultant-Mechanical (On Payroll/ Outsource/ Associate basis)	Mandatory Requirement	
		Should be Post Graduate in relevant field and B.E./ B.Tech in Mechanical Engineering or Equivalent with at least 5 years of overall professional experience and have been involved in the capacity of Subject Matter Expert in at least 1 (one) Similar Project or 1 (one) International project of similar scale	1
		Optional Requirement	
		Marks for additional infrastructure projects experience worth INR 50 Cr in the capacity of Subject Matter Expert	1

2.d	Consultant- Structural (On Payroll/ Outsource/ Associate basis)		Marks
		Mandatory Requirement	
		Should be Post Graduate in Structural Engineering / Structural Designing or Equivalent and B.E./ B.Tech in Civil Engineering or Equivalent with at least 10 years of overall professional experience and have been involved in the capacity of Subject Matter Expert in at least 1 (one) Similar Project around the world. <i>(Note: Consultant- Structural shall be present at the delivery of each of the milestones.)</i>	3
		Optional Requirement	
		Marks for additional infrastructure projects experience worth INR 50 Cr in the capacity of Consultant-Structural.	1
2.e	Consultant- Electrical (On Payroll/ Outsource/ Associate basis)		Marks
		Mandatory Requirement	
		Should be Post Graduate in relevant field and B.E./ B.Tech in Electrical Engineering or Equivalent with at least 5 years of overall professional experience and have been involved in the capacity of Subject Matter Expert in at least 1 (one) Similar Project or 1 (one) International project of similar scale	1
		Optional Requirement	
		Marks for additional infrastructure projects experience worth INR 50 Cr in the capacity of Subject Matter Expert	1
2.f	Consultant- Geology (On Payroll/ Outsource/ Associate basis)		Marks
		Mandatory Requirement	
		Should be Post Graduate and Graduate in relevant field with at least 5 years of overall professional experience and have been involved in the capacity of Subject Matter Expert in at least 1 (one) Similar Project or 1 (one) International project of similar scale	1
		Optional Requirement	
		Marks for additional infrastructure projects experience worth INR 50 Cr in the capacity of Subject Matter Expert	1

2.g	Consultant-Geotechnical (On Payroll/ Outsource/ Associate basis)		Marks
		Mandatory Requirement	
		Should be Post Graduate and Graduate in relevant field with at least 5 years of overall professional experience and have been involved in the capacity of Subject Matter Expert in at least 1 (one) Similar Project or 1 (one) International project of similar scale	1
		Optional Requirement	
		Marks for additional infrastructure projects experience worth INR 50 Cr in the capacity of Subject Matter Expert	1
2.h	Consultant-Construction Technology & Management (On Payroll/ Outsource/ Associate basis)		Marks
		Mandatory Requirement	
		Should be Post Graduate and Graduate in relevant field with at least 5 years of overall professional experience and have been involved in the capacity of Subject Matter Expert in at least 1 (one) Similar Project or 1 (one) international project of similar scale.	3
			2
		Optional Requirement	
	Marks for additional infrastructure projects experience worth INR 50 Cr in the capacity of Subject Matter Expert	1	
2.i	Consultant-Quality Assurance and Quality Control (On Payroll/ Outsource/ Associate basis)		Marks
		Mandatory Requirement	
		Should be Post Graduate and Graduate in relevant field with at least 5 years of overall professional experience and have been involved in the capacity of Subject Matter Expert in at least 1 (one) Similar Project or 1 (one) International project of similar scale	3
			2
		Optional Requirement	
	Marks for additional infrastructure projects experience worth INR 50 Cr in the capacity of Subject Matter Expert	1	
2.j	Consultant-Safety (On Payroll/ Outsource/ Associate basis)		Marks
		Mandatory Requirement	
		Should be Post Graduate and Graduate in relevant field with at least 5 years of overall professional experience and have been involved in the capacity of Subject Matter Expert in at least 1 (one) Similar Project or 1 (one) International project of similar scale	2.5
			2
		Optional Requirement	
	Marks for additional infrastructure projects experience worth INR 50 Cr in the capacity of Subject Matter Expert	0.5	

2.k	Consultant-Legal (On Payroll/ Outsource/ Associate basis)		Marks
		Mandatory Requirement	
		Should be Post Graduate and Graduate in relevant field with at least 5 years of overall professional experience and have been involved in the capacity of Subject Matter Expert in at least 1 (one) Similar Project or 1 (one) International project of similar scale	2
		Optional Requirement	
		Marks for additional infrastructure projects experience worth INR 50 Cr in the capacity of Subject Matter Expert	1
2.l	Consultant-Urban Planner/ Urban Designer (On Payroll/ Outsource/ Associate basis)		Marks
		Mandatory Requirement	
		Should be Bachelor in Planning/ Architecture and Masters in Urban Planning/ Urban Designing with at least 7 years of overall professional experience after Masters and have been involved in the capacity of Subject Matter Expert in at least 1 (one) Similar Project	2.5
		or 1 (one) International project of similar scale	2
		Optional Requirement	
		Marks for additional infrastructure projects experience worth INR 50 Cr In the capacity of Subject Matter Expert	0.5
2.m	Consultant-Risk Assessment and Mitigation (On Payroll/ Outsource/ Associate basis)		Marks
		Mandatory Requirement	
		Should be Post Graduate and Graduate in relevant field with at least 5 years of overall professional experience and have been involved in the capacity of Subject Matter Expert in at least 1 (one) Similar Project	2.5
		or 1 (one) International project of similar scale	2
		Optional Requirement	
		Marks for additional infrastructure projects experience worth INR 50 Cr in the capacity of Subject Matter Expert	0.5
2.n	Consultant-Public Private Partnership (PPP) cum Bid Process Management Expert (On Payroll/ Outsource/ Associate basis)		Marks
		Mandatory Requirement	
		Should be Post Graduate in Management (Finance) OR Chartered Accountant with at least 10 years of overall professional experience and have been involved in the capacity of Bid Process Management Expert/ Public Private Partnership (PPP) Expert on 3 (three) projects (out of the three projects, at least 1 (one) Similar Project around the world. <i>(Note: The Consultant - Public Private Partnership (PPP) cum Bid Process Management Expert shall be present at the delivery of each of the milestones.)</i>	3

		Optional Requirement	
		Marks for additional projects experience worth INR 500 Cr in the capacity of Public Private Partnership (PPP) cum Bid Process Management Expert	1
2.o	Consultant-Civil Engineer (On Payroll/ Outsource/ Associate basis)		Marks
		Mandatory Requirement	
		Should be Graduate / B.E. / B.Tech in Civil Engineering or Equivalent with at least 5 years of overall professional experience and have been involved in the capacity of Subject Matter Expert in at least 1 (one) Similar Project or 1 (one) International project of similar scale	1
		Optional Requirement	
		Marks for additional infrastructure projects experience worth INR 50 Cr in the capacity of Subject Matter Expert	1
2.p	Consultant-Insurance (On Payroll/ Outsource/ Associate basis)		Marks
		Mandatory Requirement	
		Should be Graduate in relevant field with at least 5 years of overall professional experience and have been involved in the capacity of Subject Matter Expert in at least 1 (one) Similar Project or 1 (one) International project of similar scale	1
		Optional Requirement	
		Marks for additional infrastructure projects experience worth INR 50 Cr in the capacity of Subject Matter Expert	1
2.q	Consultant-Tourism (On Payroll/ Outsource/ Associate basis)		Marks
		Mandatory Requirement	
		Should be Graduate in relevant field with at least 5 years of overall professional experience and have been involved in the capacity of Subject Matter Expert in at least 1 (one) Similar Project or 1 (one) International project of similar scale	1
		Optional Requirement	
		Marks for additional projects experience like Amusement Parks / Similar Projects / Travel & Tourism Industry in the capacity of Subject Matter Expert responsible for developing the Tourism base of the project.	1

			Marks
2.r	Consultant-Engagement Partner (On Payroll/ Outsource/ Associate basis)	Mandatory Requirement	
		Should be Graduate in relevant field with at least 5 years of overall professional experience in the Media and Marketing field and have been involved in the capacity of Subject Matter Expert in at least 1 (one) Similar Project or 1 (one) International project of similar scale responsible for Project promotion or equivalent	1
		Optional Requirement	
		Marks for additional infrastructure projects experience worth INR 500 Cr in the capacity of Subject Matter Expert	1
2.s	Consultant-Senior Graphic Designer and Branding (On Payroll/ Outsource/ Associate basis)	Mandatory Requirement	
		Should be Post Graduate in Architecture / Graduate Degree in Fine Arts / Design / Commercial arts/ Applied Arts/ Visual Communication or Equivalent and Minimum of 15 years of overall experience with minimum 5 years of International Experience.	1
		Should have experience of at least 02 assignments of Graphic Designs for Infrastructure / Tourism Projects (0.5 mark x 2)	1
Essential Support Staff Requirement			
2.t	GIS cum AutoCAD Draftsman	Graduate in Any field. Minimum 5 years of overall experience out of which minimum 3 years of relevant experience. Should have experience of at least 02 assignments of GIS and Computer Aided Drafting for Infrastructure / Tourism Projects	--
2.u	Graphic Designer	Graduate Degree in Fine Arts /Commercial arts/ Applied Arts / Design or equivalent Minimum 8 years of overall experience out of which minimum 5 years of relevant experience. Should have experience of at least 02 assignments of Graphic Designs for Infrastructure / Tourism Projects	--
2.v	Site Surveyor	Should be any Graduate and have worked as a Lead Surveyor in at least 5 Infrastructure / Transportation projects with experience of Field / Land Surveying and Mapping	--
Sub-Total (B)			55 MARKS

[Refer Forms H, I and J]

3. Approach & Methodology (C)

Approach & Methodology parameters	Marks
Skill Sets, Awards and Recognition, Offices and Strength globally and overall consultancy projects handled and mention on similar project on the current RFP	6
Information related to Project Experience relevance to JKLCMA's Ferris Wheel project , supporting global experience to be used in India	7
Consultants' understanding of the project in Macro as well as Micro level considerations etc.	6
Overall Implementation Strategy, Team Deployment Plan and Work and Project Plan	6
Sub-Total (C)	25 marks
Note: Presentation to be made before Bid Evaluation Committee by eligible Bidders. Date and time shall be informed later.	
TOTAL(A+B+C)= 20+55+25 =	100 marks

Note:

- a. The Projects that have been implemented in the last 25 years or are currently under Implementation shall only be considered.
- b. 'Similar Project' Shall mean the project of Giant/Ferries wheel (minimum 50 m diameter)/Roller Coaster/Cable car projects with a minimum Project Cost of **INR 50 Crores** implemented in the last 25 years or are currently under implementation as on the last date of submission of bid.
- c. For completed works, value of work done shall be updated to the price level as on 28 days before the last date of bid submission assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the last date of bid submission.
- d. The consultant shall provide project information in format attached (Chapters 9, 10, 11 - Templates) that includes project details, such as, name, location, description, drawing, photographs, cost, implementation period; client certification award won and role of consultant for the services rendered for this project, Financial Details of the bidders, Curriculum Vitae (CV) Format to be submitted for proposed personnel etc.
- e. All International bidders participating in the e-tendering process are required to duly apostille all their documents (generated in any foreign country) from the Indian Embassy of their home country. Apostillation of the documents should be in accordance to the Hague Convention 1961. (<https://mea.gov.in/apostille.htm>)

7.4.3 Technical Marks: (X)

Each Proposal which qualifies in Envelope A shall be scrutinized further with Envelope B and evaluated accordingly as per the following process and granted marks.

- a. **Technical Marks (X): The marks secured based on evaluation of the Technical Proposal (Envelope B) as above shall be the Technical Marks of the Bidder.**
- b. **Technical Evaluation:** The Bidders with **Technical Score of 75.00 Marks or above** in Technical Evaluation (Envelope B), shall be considered to be eligible for Financial Evaluation (Envelope C). Rounding of score will not be permitted.

7.4.4 Financial Proposal:

- a. The bidders shall submit their quote as per the format provided in **Chapter 11**.
- b. The Financial proposals shall be evaluated on the basis of **Lumpsum Consultancy Fee (Exclusive of all Taxes)** offered by the bidder. Any monetary figure in decimal shall be rounded off to the nearest INR.
- c. The financial offers of the qualified bidders (who have secured technical marks of 75.00 or above) shall be tabulated for this project.
- d. **Amongst the eligible Bidders who are considered for the financial evaluation, the Bidder with the Lowest Financial Quote (L1) shall be awarded 20 points , the other bidders shall get points proportionately as detailed above chapter 2 : RFP Summary & Key information – Selection process.**
- e. The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.
- f. In cases of discrepancy between the prices quoted in words and in figures, the value in words shall be considered. For any other calculation/ summation error etc. the bid may be rejected.
- g. The bidder shall submit the financial bid for staff mentioned in Financial Bid. However this will be used for evaluation of all bids with same staff strength. The actual deployment will be as per JKLCMA requirement and contract value will vary accordingly. The preferred bidder shall be the one securing the highest Composite Marks.
- h. In the event of two or more Bidders quoting exactly the same Financial Bid, then JKLCMA reserves the right to:
 - i. Declare the bidder whose technical marks is highest, among the bidders who have secured exactly the same composite marks as preferred bidder, or

- ii. Invite fresh financial proposals from these bidders having same composite marks and evaluating these financial proposals, or
- iii. Adopt any other method as decided by JKLCMA.

i. JKLCMA reserves the right to confirm the preferred bidder as successful bidder subject to negotiations/clarifications if any and approval of competent authority.

7.4.5 Discussions/ clarifications with the Successful Bidder

Discussions/ clarifications shall be held in order to reach agreement on all points and sign a contract. Discussions/ clarifications will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. JKLCMA and Consultant shall then work out final Terms of Reference, staffing, staff-months, logistics, and reporting which will be incorporated in the Contract. JKLCMA reserves the right to ask for the clarification from the Bidders for the evaluation of the bids.

7.4.6 Award of Contract

- a. The contract shall be awarded after the tendering process is complete and after approval of competent authority.
- b. On award of the Letter of Award / Offer and its acceptance by the bidder within 15 days the Consultant shall be required to submit the Performance Bank Guarantee (PBG) as per RFP within 15 days of the letter of accepting the Offer and enter into an agreement with JKLCMA for the successful completion of the Consultancy as per the Terms and Reference and pay the necessary fees, stamp duty, etc.
- c. The consultant shall commence the assignment on the date and at the location specified in the Contract.
- d. The Termination of the Contract shall be in accordance with provisions of General Conditions of Contract. In case of dispute, the matter shall be referred to an arbitrator as specified by JKLCMA.
- e. JKLCMA shall provide the relevant data/reports available with it. Collecting any other data relevant to the assignment shall be the sole responsibility of the consultants. JKLCMA shall provide the necessary introductory letter to get information from other concerned agencies/departments, wherever applicable.

7.4.7 Confidentiality

The Information relating to all the studies and deliverables of the bidder will be the property of JKLCMA and shall not be shared by the consultant without prior notice of JKLCMA.

7.4.8 Signing of Contract

Once JKLCMA notifies the successful bidder that its proposal has been accepted, JKLCMA shall enter into a separate Agreement, incorporating the conditions of the RFP and its amendments and any special conditions during negotiations between the JKLCMA and the successful bidder. The draft contract agreement is indicated at Chapter 12.

In the event of conflict, the provisions contained in the agreement between JKLCMA and Consultant will prevail over any conditions present in the Joint Venture (JV) agreement

7.4.9 Delay in Delivery

In case of delay in the conduct of consultancy services within the time fixed or in the event of repudiation of the contract, JKLCMA reserves the right to recover liquidated damages, including administrative expenses, for breach of contract, a sum equivalent to 0.5% (half percent) of total contractual value, which the Consultant has failed to deliver within the period fixed for delivery for each week or part thereof during which delivery is in arrears subject to an overall ceiling of 10% of the total contract price.

7.4.10 Performance Bank Guarantee

The successful bidder shall provide a Performance Bank Guarantee (PBG) for 3% of the Contract Value within 15 days from the date of issue of a letter accepting the offer of assignment. The PBG is to be valid up to one Year from last date of successful completion of the project.

On failure of the Agency to submit the Performance Bank Guarantee within the due date, penal interest will be charged as decided by JKLCMA from time to time until the amount of Performance Bank Guarantee is furnished by the Agency (both days inclusive). If the Agency further fails to deposit the amount of Performance Bank Guarantee along with interest within Fifteen days after the expiry of due date, the contract awarded to the Agency shall stand terminated without issue of any further notice.

CHAPTER- 8
ELIGIBILITY CRITERIA
(ENVELOPE‘A’)
STANDARD TEMPLATES

CHAPTER 8: ELIGIBILITY CRITERIA TEMPLATES- ENVELOPE A

Please note the RFP response shall be submitted in the following format.

8.1 Form-A: Covering Letter with Company Profile and Eligibility Criteria Compliance Checklist

(To be signed by authorized signatory and printed on the letterhead of the lead bidder. The soft copy (pdf format) to be uploaded on JKLCMA's e-tendering Portal)

{Company Letterhead}

{Date}

To

The Vice Chairman,
J & Lake Conservation & Management Authority
Sgr.Miskeen Bagh Khanyar Srinagar J & K UT.

Ref: RFP Reference No.

Subject: Submission of proposal (Eligibility Criteria) in response to the Request for Proposal for Appointment of Consultant for Conducting Pre-Feasibility Study, Techno-Economic Feasibility Study (TeFS), Identification of Site, Preparation of Detailed Project Report (DPR), Preparation of Tender and Bid Process Management (BPM) for Selection of Agency and provision of Project Management Consultancy (PMC) services for Implementation of Ferris Wheel Project at dole demb in Dal lake Srinagar India.

Dear Sir,

Having examined the entire RFP document, we, the undersigned, herewith submit our proposal in response to your RFP Notification number..... **for**

Appointment

of Consultant for Conducting Pre- Feasibility Study, Techno-Economic Feasibility Study (TeFS), Identification of Site, Preparation of Detailed Project Report (DPR), Preparation of Tender and Bid Process Management (BPM) for Selection of Agency and provision of Project Management Consultancy (PMC) services for Implementation of above mentioned project in Dal Lake Srinagar .

We state that we have read the entire provisions of the RFP document, Corrigendum's if any and confirm that the same are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect by JKLCMA. We further state that:

1. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments uploaded.

2. We declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment, and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
3. We declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.
4. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
5. We understand you are not bound to shortlist/accept any or all the proposals you receive.
6. We hereby declare that we qualify and fulfil all the eligibility criteria mentioned in the RFP.
7. We submit the bid at our own risk and indemnify JKLCMA from any litigations.

We further submit our Company Profile and other eligibility criteria compliance as follows

Company Profile

Sr. No.	Information	Details
1.	Name of responding bidder:	
2.	Address of responding bidder:	
3.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
4.	Number of Years in Business	
5.	Number of Years of relevant experience	
6.	Telephone number of contact person:	
7.	Mobile number of contact person:	
8.	Fax number of contact person:	
9.	E-mail address of contact person:	
10.	Status of Firm/ Company (Public Ltd., Pvt. Ltd., etc.)	
11.	Company Registration Certificate (Enclosed Certificate)	

Pre-qualification Compliance Checklist- Self Compliance

- i. Details on Tender Fees
- ii. Details on Earnest Money Deposit
- iii. Eligibility Criteria as detailed in Chapter No : 02

We hereby declare that our proposal submitted in response to the RFP is made in good faith, and the information contained is true and correct to the best of our knowledge and belief. We are jointly and severally responsible for this RFP.

Sincerely,

[Bidder Authorized Signature]

Name

Title Signature

Date and Stamp of the Signatory

ATTACHMENTS (Form – B and C)

8.2 Form-B1: Financial Details of the Bidder (Net Worth)

(To be submitted on letter head of Statutory Auditor and certified by Statutory Auditor)

Sole Bidder / Lead Bidder (in case of Consortium)		
S. No	Years	Net worth in INR(Indian Rupees).
1.	2021-22	A

**Audited & Certified by competent authority, Balance sheet and Profit & Loss account statement of the Bidder for the last audited financial years (Financial years (2021-22) to be submitted.*

8.2.1 *All International bidders participating in the e-tendering process are required to duly apostille all their documents (generated in any foreign country) from the Indian Embassy of their home country. Apostillation of the documents should be in accordance to the Hague Convention 1961. (<https://mea.gov.in/apostille.htm>)*

Form-B2: Financial Details of the Bidder (Turn Over)

(To be submitted on letter head of Statutory Auditor and certified by Statutory Auditor)

Annual Turnover Details of the Bidder (to be submitted for all the members in case of a Consortium)

Sole Bidder / Lead Bidder (in case of Consortium)		
S. No	Years	Turnover Details in INR (Indian Rupees)
1.	2021-22	A
2.	2020-21	B
3.	2019-20	C
Average Annual Turnover		$(A+B+C)/3$

*Audited & Certified by competent authority, Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years (Financial years (2019-20, 2020-21 and 2021-22))

Consortium				
S. No	Years	Turnover Details in INR (Indian Rupees)		
		Lead Member	Consortium Member 1	Consortium Member 2
1	2021-22	A1	B1	C1
2	2020-21	A2	B2	C2
3	2019-20	A3	B3	C3
		$A=A1+A2+A3$	$B=B1+B2+B3$	$C=C1+C2+C3$
Average Annual Turnover		$D=A/3$	$E=B/3$	$F=C/3$
Average Annual Turnover of the consortium		$D+E+F$		

*Audited & Certified by competent authority, Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years (Financial years (2019-20, 2020-21 and 2021-22)) to be submitted.

8.2.2 All International bidders participating in the e-tendering process are required to duly apostille all their documents (generated in any foreign country) from the Indian Embassy of their home country. Apostillation of the documents should be in accordance to the Hague Convention 1961. (<https://mea.gov.in/apostille.htm>)

8.3 Form-C: Project Citation Format

(to be submitted for all the members in case of a Consortium)

Assignment name:	Approx. Value of Services (INR)
Country: Location within country:	Duration of assignment (months):
Name of Client:	Type of Project: (projects in Construction and Implementation of Ferries Wheel /Roller Coasters/Cable car Projects Bid Process Management Projects)
Project Classification (Consultancy / Feasibility / Bid Process Management/ Project Management Consultancy)	No. of professional staff-months & Details of the staffs provided by your firm / organization
Contact Person, Title/Designation, Tel. No./Address of the Client:	Start date (month/year): Completion date (month/year):
Description of Project:	
Description of Actual Services provided with any other relevant information:	

Note: Each work experience shall be enclosed with work order/completion certificate /Substantial completion certificate. Each citation along with work orders would be evaluated for necessary compliance to meet the eligibility criteria. Independent citations shall be provided for each project.

8.4 Checklist for documents to be included in Envelope A

Sr. No.	List of Documents	Submitted (Y / N)	Documentary Proof (Page No.)
1.	Bid Covering Letter		
2.	INR. 5, 00,000/- (Indian Rs. Five Lakhs only) <i>Complete payment of 5,00,000/- (Indian Rs. Five Lakhs only) by e-transfer through JKL CMA e-Tendering portal.</i>		
3.	Power of Attorney in favour of Authorized signatory		
4.	Declaration that the bidder has not been debarred/blacklisted by any Government / Semi-Government organization		
5.	Valid documentary proof of GST registration number and the details of income tax registration (PAN)		
6.	Previous project experience – Work order and Completion Certificate		

Signature & Stamp of the Bidder

8.5 Format for Declaration by the bidder for not being Blacklisted/ Debarred

(To be submitted on the Letterhead of the responding company, to be submitted by Bidder)

Date:

dd/mm/yyyy To

The Vice Chairman

J & K Lake Conservation & Management Authority Sgr

Sub: Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

Ref: RFP Notification number

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not debarred / blacklisted by any Govt. Organization.

In the event of any deviation from the factual information/ declaration, JKLCMA, Government of Jammu & Kashmir reserves the right to reject the Bid or terminate the Contract without any compensation to the Company.

Thanking you,

Yours

faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone &

Fax:

E-mail address:

8.6 Format for sending Pre-Bid

queries Ref: RFP Notification number

The queries should be sent in PDF and excel.

Bidder's Request For Clarification				
Name and complete official address of Organization submitting query / request for clarification			Telephone, Fax and E-mail of the organization Tel: Fax: Email:	
Sr. No.	Claus e No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required
1.				
2.				

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped:

CHAPTER- 9
TECHNICAL PROPOSAL
(ENVELOPE B)
STANDARD TEMPLATES

CHAPTER 9: TECHNICAL PROPOSAL TEMPLATES- ENVELOPE B

Please note the RFP response shall be submitted in the following format.

9.1 Form-D: Covering Letter of bidder

(To be signed by authorized signatory and printed on the letterhead of the lead bidder. The soft copy (pdf format) to be uploaded on JKLCMA's e-tendering Portal)

{Company Letterhead}

{Date}

To,

The Vice Chairman,
J & k Lake Conservation & Management Authority,
Miskeen Bagh Khanyar Srinagar .

Ref: RFP Reference No.

Subject: Submission of Technical Proposal (Envelope-B) in response to the Request for Proposal for Appointment of Consultant for 'Conducting Pre-Feasibility Study, Techno-Economic Feasibility Study' (TeFS), Identification of Site, Preparation of 'Detailed Project Report' (DPR), Preparation of Tender and 'Bid Process Management' (BPM) for Selection of Agency and provision of 'Project Management Consultancy' (PMC) services for Implementation of project in Dal Lake .

Dear Sir,

Having examined the entire RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the aforementioned Project.

We attach hereto our response (Technical Proposal) as required by the RFP, which constitutes our Technical Proposal.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to JKLCMA is true, accurate, verifiable and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead JKLCMA in its evaluation and selection process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the evaluation and selection process, we are liable to be dismissed from the selection process or be terminated during the Contract, if selected to sign and execute the Contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document.

We agree that you are not bound to accept any Bid you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the Bid.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this _____ Day of _____ <Month and Year>

(Signature)

(In the capacity of) (Name)

Duly authorized to sign the Bid for and on behalf of:

(Name and Address of Company)

Seal/Stamp of Bidder

ATTACHMENTS (Form – E,F,G,H I and J)

9.2 Form-E: Project Citation Format

(to be submitted for all the members in case of a Consortium)

Assignment name:	Approx. Value of Services (INR)
Country: Location within country:	Duration of assignment (months):
Name of Client:	Type of Project: (projects in Construction and Implementation of Ferries Wheel/ Roller Coasters/Cable Car Projects OR Feasibility of Ferries Wheel / Bid Process Management Projects)
Project Classification (Consultancy / Feasibility / Bid Process Management/ Project Management Consultancy)	No. of professional staff-months & Details of the staffs provided by your firm/organization
Contact Person, Title/Designation, Tel. No./Address of the Client:	Start date (month/year): Completion date (month/year):
Description of Project:	
Description of Actual Services provided with any other relevant information:	

Note: Each work experience shall be enclosed with work order/completion certificate /Substantial completion certificate. Each citation along with work orders would be evaluated for necessary compliance to meet the eligibility criteria. Independent citations shall be provided for each project.

9.3 Form-F: Summary of Projects Citations as per Technical Evaluation Criteria

Sr. No.	Criteria	Name of Projects by (Bidder)	Client & Country of Project	Reference in Project Citation Format	Page no. in Technical Proposal
1.	<p>The Bidder and Consortium shall, have experience in conducting Techno- Economic Feasibility Study (TeFS) and preparation of Detailed Project Report (DPR) in at least one project of Giant/Ferries wheel (minimum 50 m diameter)/Roller Coasters/Cable Car Projects with project cost of minimum INR 50 Crores in the last 25 years as on the last date of submission of the bid.</p> <p><i>For completed works, value of work done shall be updated to the price level as on 28 days before the last date of bid submission assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the last date of bid submission.]</i></p> <p>[Refer Annexure 6 A]</p>				

2.	<p>The Sole Bidder/ any member in case of Consortium should have acted as a Project Management Consultancy (PMC) during the Construction phase for at least one project of Giant/Ferries wheel (minimum 50 m diameter)/Roller Coasters/Cable Car Projects worth minimum INR 50 Crores in the last 25 years as on the last date of submission of the bid.</p> <p><i>For completed works, value of work done shall be updated to the price level as on 28 days before the last date of bid submission assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the last date of bid submission.]</i></p> <p>[Refer Annexure 6 A]</p>				
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9.4 Form-G: Approach & Methodology proposed for performing the Assignment

The Approach and Methodology Report shall be detailed precisely under the following topics and attached as part of Technical Proposal (Envelope B):

Chapter	Format	Brief Content
Chapter-1	(A4) write up	About Organization (indicating About the organization, History, Growth, Key Manpower, Organization Structure, Experience of the firm, Skill Sets, Awards and Recognition, Offices and Strength globally and overall consultancy projects handled and mention on similar project on the current RFP)
Chapter-2	(A4) write up	Information related to Project Experience relevance to JKLCMA's said project, supporting global experience to be used in India
Chapter-3	(A4) write up	Brief report on the concepts, methodologies, ideas, case studies, and the consultants understanding of the project in macro and micro considerations etc.
Chapter-4	(A4) write up	Project Plan
Chapter-5	(A4) Overall write up and 2 pages CV for each key personnel	Details of key personnel and support staff to be deployed for the consultancy and the man-months proposed to be allocated for each team member. CVs of each key personnel with his/her commitment letter. It will also indicate details of tasks that will be assigned to each team member.
Chapter-6	(A4) write up	Overall implementation strategy, Team Deployment Plan and Work and Project Plan for carrying out the consultancy with illustrations, time schedule for completion of projects supported with details of services that will be provided.

Note: The approach and methodology shall be precise and relevant to the assignment.

All the legends, Noting of drawings shall be in English language only. The consultants shall supplement any other information to substantiate their claims.

Form-H: Curriculum Vitae (CV) Format to be submitted for proposed personnel

S. No.	Details	Response
1	Proposed Position & Skill Set	
2	Name of Firm	
3	Name of Staff [Insert full name]	
4	Date of Birth	
5	Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]	
6	Membership of Professional Associations / Societies	
7	Summary of key Training and Certifications	
8	Countries of Work Experience: [List countries where staff has worked in the last five years]	
9	Language Proficiency	(Read/Write/Speak) - (Excellent/Good/Fair)
10	Number of years of experience	
11	Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment as per format provided]	From [Year]:_____ To [Year]: _____ Employer: Positions held:
12	Detailed Tasks Assigned [List all tasks to be performed under this assignment]	
13	Highlights of assignments handled and significant accomplishments. [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 12.]	Name of assignment or project: Year: Location : Client: Main project features: Positions held: Activities performed:
14	Any Other Exemplifying Work	Name of assignment or project: Year: Location : Client: Main project features: Positions held: Activities performed:

CERTIFICATION (Please follow the following format exactly. Omission will be seen as noncompliance)

- (i) I, the undersigned certify that, to the best of my knowledge and belief, this bio-data correctly describes my qualifications, my experience and myself. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

- (ii) I am willing to undertake the assignment if the Project contract is awarded to the firm and ensure my availability for the duration of the assignment.

SIGNATURE:

DATE OF SIGNING: Day Month Year

Certified that the contents of the above are verified and found correct.

Certified that the CV is supported with necessary Educational Qualification Certificates and Work Experience Certificates.

Sign and Seal of the authorized signatory of the Bidder with date

9.5 Form-I: Summary of Information on Proposed Experts/Team of Key Resources

S. No.	Family Name , First Name	Proposed position for the project	Name of the Firm	Length of Service with the Firm	Education/ Degree (Year/ Institution)	No. of years of relevant project experience	Total Experience since Completion of Education in no. of years	CV Signature (by Expert/authorized Signatory)
1								
2								
3								
4								
5								
6								
7								

Signature of Bidder	
Authorized signatory	
Seal	
Full Name	
Title	
Address	

CHAPTER- 10
FINANCIAL PROPOSAL
(ENVELOPE C)
STANDARD TEMPLATES

CHAPTER 10: FINANCIAL PROPOSAL TEMPLATES- ENVELOPE C

Please note the RFP response shall be submitted in the following format.

10.1 Form-K: Covering Letter of Bidder

(To be signed by authorized signatory and printed on the letterhead of the bidder. The soft copy (pdf format) to be uploaded on JKLCMA's e-tendering Portal)

{Company Letterhead}

{Date}

To,

The Vice Chairman.
J & K Lake Conservation & Management Authority,
Miskeen Bagh Khanyar Srinagar.

Ref: RFP Reference No.

Subject: Submission of Financial Offer (Envelope - C) in response to the Request for Proposal for Appointment of Consultant for 'Conducting Pre-Feasibility Study, Techno-Economic Feasibility Study' (TeFS), Identification of Site, Preparation of 'Detailed Project Report' (DPR), Preparation of Tender and 'Bid Process Management' (BPM) for Selection of Agency and provision of 'Project Management Consultancy' (PMC) services for Implementation of Project , " Ferris Wheel at Doledemb in Dal Lake"

Dear Sir,

We, the undersigned, have examined the entire RFP and have understood the entire scope of work and the task to be performed. We consider ourselves eligible for Cover A & B and therefore offer to provide the consulting services for the above assignment.”.

Authorized Signature of lead bidder: Name and Title of Signatory:
Name and stamp of the lead bidder:

Address:

ATTACHMENTS (Form – L and M)

(To be signed by authorized signatory and printed on the letterhead of the bidder. The soft copy (pdf format) to be uploaded on JKLCMA's e-tendering Portal)

10.2 Form-L: Summary of Financial Bid

Summary of Financial Bid for Appointment of Consultant for Conducting ‘Techno-Economic Feasibility Study’ (TeFS), Identification of Site, Preparation of ‘Detailed Project Report’ (DPR), Preparation of Tender and ‘Bid Process Management’ (BPM) for Selection of Agency and provision of ‘Project Management Consultancy’ (PMC) services for Implementation of Project, “Ferris Wheel at Dole demb in Dal Lake”		
Sr. No	Item	Amount-including Taxes (INR)
1	Cost of Phase I- Techno-Economic Feasibility Study, Financial Modelling and Detailed Project Report	['A']
2	Cost of Phase II- Bid Process Management and Selection of Agency	['B']
3	Cost of Phase III- Project Management Consultancy Services	['C']
Total Consultancy Fees(INR) { ['A']+['B']+['C'] }		
Total Consultancy Fees(INR) { ['A']+['B']+['C'] } (In Words)		['Z']

['Z'] shall be considered for financial evaluation, (Bid Value).

Note:

- *Out of Pocket Expenses, Administrative Expense (cost of survey and investigation, overheads, establishment and any other administrative cost, etc. and any other expenses) shall not be claimed by the Consultant in addition to the Total Consultancy Fees (Z) as quoted by the bidder in the above mentioned Cost Summary.*
- *The contract value shall be as per the agreement. It will be independent of (Z) Bid Value.*
- *The quoted amount is inclusive of all applicable fees, statutory Charges etc. except applicable GST which will depend on the applicable norms of the Government. The agency shall include applicable GST while raising their invoices.*
- *The Bidder shall provide the split of Total Consultancy Fees (Z) above, in the number of Resources deployed, Man-days, Rates, Amounts, any other expenses etc. in tabular format and upload as justification calculation for quoted Lump sum Consultancy Fee (Z). Refer Form M.*

Form-M: Cost of the three Phases

SCHEDULE A : PHASE I – Techno-Economic Feasibility Study , Financial Modelling and Detailed Project Report

Sr. No	Name of Resource	Position	Qualification Criteria
A	B	C	D
1.	Team Leader (Infrastructure expert)	1	
2.	Project Finance Expert	1	
3.	Consultant- Mechanical	1	
4.	Consultant- Structural	1	
5.	Consultant- Electrical	1	
6.	Consultant- Geology	1	
7.	Consultant- Geotechnical	1	
8.	Consultant- Construction Technology & Management	1	
9.	Consultant- Quality Control and Quality Assurance	0	
10.	Consultant- Safety	1	
11.	Consultant- Legal	1	
12.	Consultant- Urban Planner/Urban Designer	1	
13.	Consultant- Risk Assessment and Mitigation	1	
14.	Consultant- Public Private Partnership (PPP) cum Bid Process Management Expert	0	
15.	Consultant- Civil Engineer	1	
16.	Consultant- Insurance	1	
17.	Consultant- Tourism	1	
18.	Consultant- Engagement Partner	1	
19.	Consultant- Senior Graphic Designer and Branding	1	
1	GIS cum AutoCAD Draftsman	1	
2	Graphic Designer	1	
3	Site Surveyor	1	

**The staff shall be compliant with Education Qualification and Experience mentioned in 10.5 (Technical Evaluation Criteria)*

Authorized Signature of lead bidder: Name and Title of Signatory:
Name of the lead bidder:
Address:

SCHEDULE B : Phase 2nd : Bid Process Management and selection of Agency

Sr. No	P Name of Resource	Position	Qualification Criteria
A	B	C	
1.	Team Leader (Infrastructure expert)	1	
2.	Project Finance Expert	1	
3.	Consultant- Mechanical	1	
4.	Consultant- Structural	1	
5.	Consultant- Electrical	1	
6.	Consultant- Geology	1	
7.	Consultant- Geotechnical	1	
8.	Consultant- Construction Technology & Management	1	
9.	Consultant- Quality Control and Quality Assurance	1	
10.	Consultant- Safety	1	
11.	Consultant- Legal	1	
12.	Consultant- Urban Planner/Urban Designer	1	
13.	Consultant- Risk Assessment and Mitigation	1	
14.	Consultant- Public Private Partnership (PPP) cum Bid Process Management Expert	1	
15.	Consultant- Civil Engineer	0	
16.	Consultant- Insurance	1	
17.	Consultant- Tourism	1	
18.	Consultant- Engagement Partner	1	
19.	Consultant- Senior Graphic Designer and Branding	1	
1	GIS cum AutoCAD Draftsman	1	
2	Graphic Designer	1	
3	Site Surveyor	1	

**The staff shall be compliant with Education Qualification and Experience mentioned in 10.5 (Technical Evaluation Criteria)*

Authorized Signature of lead
bidder: Name and Title of
Signatory:
Name of the lead bidder:
Address:

SCHEDULE C : Phase 3rd : Project Management Consultancy Service

Sr. No	Name of Resource	Position	Qualification Criteria
A	B	C	
1.	Team Leader (Infrastructure expert)	1	
2.	Project Finance Expert	1	
3.	Consultant- Mechanical	1	
4.	Consultant- Structural	1	
5.	Consultant- Electrical	1	
6.	Consultant- Geology	1	
7.	Consultant- Geotechnical	1	
8.	Consultant- Construction Technology & Management	1	
9.	Consultant- Quality Control and Quality Assurance	1	
10.	Consultant- Safety	1	
11.	Consultant- Legal	1	
12.	Consultant- Urban Planner/Urban Designer	1	
13.	Consultant- Risk Assessment and Mitigation	1	
14.	Consultant- Public Private Partnership (PPP) cum Bid Process Management Expert	0	
15.	Consultant- Civil Engineer	1	
16.	Consultant- Insurance	1	
17.	Consultant- Tourism	1	
18.	Consultant- Engagement Partner	1	
19.	Consultant- Senior Graphic Designer and Branding	1	
1	GIS cum AutoCAD Draftsman	1	
2	Graphic Designer	1	
3	Site Surveyor	1	

**The staff shall be compliant with Education Qualification and Experience mentioned in 10.5 (Technical Evaluation Criteria)*

Note : Lowest bidder may be asked to provide the Rate analysis for all the three phases separately as per above details

Authorized Signature of lead bidder: Name and Title of Signatory:
Name of the lead bidder:
Address:

CHAPTER- 11
DRAFT STANDARD FORM OF
CONTRACT AGREEMENT

CHAPTER 11: DRAFT STANDARD FORM OF CONTRACT AGREEMENT

11.1 FORM OF CONTRACT

{Lump Sum Remuneration}

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 2022, between JK Lake Conservation & Management Authority (hereinafter called the Client which includes its assigns, executors & administrator), and M/s _____ (hereinafter called Consultants), a company _____, and having its registered office at _____ through _____, duly appointed its General Attorney. Certified photocopy General Power of Attorney is annexed herewith; Consultants include its assigns, executors and administrators.

WHEREAS

- i. the Client has requested the Consultants to provide certain consultancy services as defined in this Contract (hereinafter called the "Services");
- ii. the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to Provide the Services on the terms and conditions set forth in this Contract;
** All notes should be deleted in final text.*

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:
 - i. The General Conditions of Contract (hereinafter called "GCC");
 - ii. The following Appendices:

This RFP document and conditions along with any Corrigendum/ Standard Set of Deviations therein shall be deemed to be part of the Contract Agreement.

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix

Appendix A:	Description of the Services and Joint Venture Agreement (JVA) between the members of the Consultants (JVA to be submitted before the Work Order is issued)	_____
Appendix B:	Reporting Requirements	_____
Appendix C:	Key Personnel and Sub-consultants	_____
Appendix D:	Breakdown of Contract Price in INR	_____
Appendix E: Form of Performance Guarantee		_____

-
2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
- i. The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - ii. The 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 JKLCMA

By

(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF CONSULTANT]

By

(Authorized Representative)

11.1 GENERAL CONDITIONS OF CONTRACT

11.1.1 Governing Law:

The Contract shall be governed by and interpreted in accordance with the laws of the State of India.

11.1.2 The Contract Agreement:

The successful bidder shall have to execute an agreement within 30 days from the date of acceptance letter (work order) with the authority (JKLCMA) for the proper fulfilment of the contract on lines similar to the terms provided herein.

In case of joint venture consortium, the contract agreement shall be signed by all the partners of the Consortium or by their signatory members on behalf of the Firm/Company, subject to production of the necessary resolution or any other documents in support thereof.

In the event of conflict, the provisions contained in the agreement between JKLCMA and Consortium will prevail over any conditions present in the Joint Venture (JV) agreement

11.1.3 Performance Bank Guarantee:

11.1.3.1 The Agency shall furnish/submit within Fifteen (15) days from the date of letter of acceptance or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee from a Nationalized Bank, payable on demand, for the due performance and fulfilment of the contract equal to 10% of the total cost as per the financial offer.

11.1.3.2 On failure of the Agency to submit the Performance Bank Guarantee within the due date, penal interest will be charged as decided by JKLCMA from time to time till the amount of Performance Bank Guarantee is furnished by the Agency (both days inclusive). If the Agency further fails to deposit the amount of Performance Bank Guarantee along with interest within Fifteen days after the expiry of due date, the contract awarded to the Agency shall stand terminated without issue of any further notice. The EMD of the Agency shall be for-feited.

11.1.3.3 Refund of Performance Bank Guarantee:

11.1.3.3.1 The amount furnished towards Performance Bank Guarantee may be discharged/ returned / refunded by JKLCMA, after Completion

of Contract Period, upon being satisfied that there has been due performance of the obligations by the Agency under the contract, and after adjusting against all incurred expenditure by JKLCMA for doing well the damages made by Agency (if any). However, no interest shall be payable on the Performance Bank Guarantee.

11.1.3.4 Forfeiture of Performance Bank Guarantee:

11.1.3.4.1 In the event the Agency commits a breach of any of the terms and conditions of the contract or fails to observe and comply with any of the requirements under this contract, the authority (JKLCMA) shall be entitled to forfeit the Performance Bank Guarantee and shall be binding on the Agency.

11.1.3.4.2 JKLCMA shall also be entitled to make recoveries from the performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

11.1.4 Taxes and Duties

The Agency shall be entirely responsible for payment of all taxes Stamp duties, license fees, and other such levies imposed etc. to all the concerned Authorities as applicable. All the fees, duties, taxes, charges, rents etc. shall be paid regularly to the concerned statutory Authorities / bodies / facility providing institutions / companies etc.

11.1.5 Compliance of Contract

If the Agency neglects or fails to do anything which they have agreed to do under the terms and conditions of this contract, the authority shall serve notice/s to the Agency asking it to do good the things agreed upon in the written agreement between the agency and the authority (JKLCMA).

All the works as required to be done by the Agency under the different clauses of this contract shall be carried out by the Agency within the specified timeframe set out and to the entire satisfaction of the authority .

Change in Laws and Regulations

If there is any deviation in existing Law (including policies or taxes) which are causing hardships to the Agency, the Redressal Committee appointed by Vice Chairman JKLCMA will take appropriate decision on the same.

11.1.6 Force Majeure

11.1.6.1 The Agency shall not be liable for termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure (Act of God).

11.1.6.2 If a Force Majeure situation arises, the Agency shall promptly notify JKLCMA in writing of such condition and the cause thereof. Unless otherwise directed by JKLCMA in writing, the Agency shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

11.1.7 Change Orders and Contract Amendments

11.1.7.1 JKLCMA may at any time order the Agency to make changes within the general scope of the contract if deemed to be necessary and unavoidable in lieu of any natural /regional/ environmental compulsions/issues without disturbing the ecology , topology etc. which have serious concerns related to mother earth.

11.1.8 Rounding off amounts

The total amount due shall be rounded off to the nearest rupee. An amount of 50 paise and below shall be ignored and 51 paise and above shall be reckoned as one rupee.

11.1.9 Withdrawal of Contract

11.2.10.1 If Agency fails to carry out the said work as provided under the conditions of contract by JKLCMA, the contract shall be terminated and no compensation will be paid to the Agency and EMD and Performance Bank Guarantee will be forfeited and any works erected / constructed shall be taken over by authority.

11.2.10.1 At any time the JKLCMA shall have the right to terminate without cause, this contract, by 30 days prior written notice to the consultant. JKLCMA shall assess the percentage completion of the project and deliverables by the contractor upon which the payments will be settled amicably. The decision on final settlement rests with JKLCMA.

11.2.11 Settlement of Disputes

12.2.11.1 Amicable Settlement

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

12.2.11.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions of law.

The Civil Courts in Srinagar alone shall have jurisdiction to entertain any suit or matter arising out of this Agreement.

11.2.12 Termination

11.2.12.1 Termination by JKLCMA

JKLCMA may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (1) through (9) of this Clause. In such an occurrence, JKLCMA shall give a not less than 30 days' written notice of termination to the Agency in case of the following strictures :

- a. If the Agency does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as JKLCMA may have subsequently approved in writing.
- b. If the Agency becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
- c. If the Agency, in the judgment of JKLCMA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d. If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than 60 days.
- e. If the Agency submits to the JKLCMA a false statement which has a material effect on the rights, obligations or interests of JKLCMA.
- f. If the Agency places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to JKLCMA.
- g. If the Agency fails to comply with any final decision reached as a result of arbitration proceedings.

11.2.12.2 Termination by Agency

In case the Agency terminates this Contract, the same shall be informed before , by not less than 30 days' in black and white after the occurrence of any of the events as under:

- a. If, as a result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than 60 days.
- b. If JKLCMA fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 12.2.11.2 hereof.
- c. If JKLCMA is in material breach of its obligations pursuant to this Contract and has not remedied the same within 30days (or such longer period as the Agency may have subsequently approved in writing) following the receipt by JKLCMA of the Agency's notice specifying such breach.

11.2.12.3 Termination of contract for death

If the Agency is an individual or a proprietary concern and the individual or the Proprietor dies and if the Agency is a partnership concern and one of partners die then unless the authority , is satisfied that the legal representative of the individual or the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the contract, the authority shall be entitled to cancel the contract. The decision of the authority, that the legal representative of the Agency or the surviving partners of the consortium, cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation, the Authority shall have the discretion to hold / not to hold the estate of the Agency and/or the surviving partners of the Agency liable in damages for not completing the contract.

11.2.12.4 Payment upon Termination

Upon termination of this Contract pursuant to above clauses, agency shall make the following payments to JKLCMA:

- a. If the Contract is terminated pursuant to Clauses of the RFP, the performance bank guarantee submitted for the entire tenure shall not be refunded to the Agency.
- b. If the agreement is terminated pursuant of relevant clauses of RFP, the Agency shall not be entitled to receive any agreed payments upon termination of the contract.
- c. Upon termination,

JKLCMA may also impose liquidated damages. The Agency will be required to pay any such liquidated damages to JKLCMA within 30 days of termination date.

11.2.13 Assignment

The Agency shall not assign, in whole or in part, their rights and obligations under this Contract to any third party, except with prior written consent of the authority (JKLCMA)."

11.2.14 Communication

Subject as otherwise provided in this contract all notices to be given on behalf of Authority and all other actions to be taken on its behalf shall be given or taken by the authority. All notices, communications, references and complaints made by the Authority or the Officer's representative or the Agency inter-se concerning the work shall be in writing and not in notice communication

11.2.15 Indemnity

Agency shall indemnify, protect and save JKLCMA against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the software supplied by him.

11.2.16 Publicity

Any publicity by the Bidder/ Agency in which the name of JKLCMA is to be used should be done only with the explicit written permission of The Metropolitan Commissioner, JKLCMA.

11.2.17 Penal Action

If the Bidder after submitting the BID withdraws or varies it within the validity period, the Bidder shall be liable to be banned for bid future bid participation.

The Agency after award of contract shall perform the contract with due diligence of the 'Conditions of Contract' put to bid, failing which it shall be construed upon as the Agency has defaulted in honoring contractual obligations and the defaulting Agency. after termination of contract shall thus

The penal action shall be without prejudice to the rights and remedies available to the Authority and also be in addition to the action to be instituted against the defaulting Agency under other terms and conditions of the contract.

Appendix A

Description of the Services among the members of the Consortium to be submitted before the Work Order is issued

(To be executed on Stamp paper of appropriate value)

THIS JOINT VENTURE AGREEMENT is entered into on this theday of
2020

AMONGST

1.a company incorporated under the Companies Act, 2015/ under equivalent act in the country of incorporation and having its registered office at
.....
..... (hereinafter referred to as the "First Party" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. a Company incorporated under the Companies Act,2015/ under equivalent act in the country of incorporation and having its registered office at
.....
..... (hereinafter referred to as the "Second Party" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3.a company incorporated under the Companies Act, 2015/ under equivalent act in the country of incorporation and having its registered office at
.....
..... (hereinafter referred to as the "Third Party" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

4.a company incorporated under the Companies Act, 2015/ under equivalent act in the country of incorporation and having its registered office at
.....
..... (hereinafter referred to as the "Fourth Party" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties [of the FIRST, SECOND, THIRD and FOURTH PART] are collectively referred to as the "Parties" and each is individually referred to as "Party".

WHEREAS,

JK Lake Conservation & Management Authority (JKLCMA) represented by Government of Jammu & Kashmir having its head office at Miskeen Bagh Khanyar Srinagar in India (herein after referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the "Applications") by its RFP No.dated (the "RFP") for..... (the "Consultancy").

- A. The Parties are interested in jointly bidding for the Consultancy as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid document in respect of the Consultancy, and
- B. It is a necessary condition under the Consultancy document that the member of the Consortium shall enter into a Joint Bidding Agreement and Furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

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

3. Covenants

The Parties hereby undertaken that in the event the Consortium is declared the selected Consultant and awarded the Consultancy, the Parties shall enter into a contract for consultancy services ("Contract") with the Authority and for performing all obligations as the Consultant in terms of the Contract for the Consultancy.

4. Role of the Parties

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

- a. The First Party shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and behalf of the Consortium during the selection process for the Consultancy and until the Effective Date under the Contract;
- b. The Second Party shall be the
- c. The Third Party shall be the and
- d. The Fourth Party shall be the

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all and liabilities relating to the Consultancy and in accordance with the terms of the RFP and the Contract, for the performance of the Contract.

6. Member in Charge or Lead Member

Without prejudice to the joint and several liabilities of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge/Lead Member and the Authority shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:

- a. Any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Member in Charge;
- b. Consolidated invoices for the service in relation to the Consultancy performed by all the Members shall be prepared and submitted by the Member in charges and the Authority shall have right to release payment solely to the Member in charge and the Authority shall not in any manner be responsible or liable for the inter seal location of payments, works etc. among the parties
- c. Any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to the Contract) and any such notice, communication, information of documents shall be deemed to have been delivered to all the Parties.

7. Representation of the Parties

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

- a. Such Party is duly organizes, validly existing and in good standing under laws of its incorporation and has all requisite power and authority to enter into this agreement;

- b. The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriated corporate or governmental action and a copy of the extract of the charter document and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the party is annexed to this Agreement, and Will not, to the best of its knowledge:
 - i. Require any consent or approval not already obtained;
 - ii. Violate any Application Law presently in effect and having applicability to it;
 - iii. Violate the memorandum and articles of association, by-laws or other applicable organizational document thereof;
 - iv. Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party Is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party;
 - v. Create or impose any lines, mortgages, pledges, claims, security interests, charges or Encumbrances or obligation to create a line, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c. This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its term against it; and
- d. There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its affiliates is a Party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligation under this agreement

8. Authorized Representation

The parties agree that, who is employed with the Member in Charge, or his/her nominee shall be the authorized representative of the consortium, to do on behalf of the Consortium, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of the Consortium's proposal for an the Consultancy including but not limited to signing and submission of all application, proposal and other document, participating in pre-bid and other conferences and providing information/ responses to the authority, representing the consortium in the matters before the authority, signing and execution of all contracts and undertakings consequent to acceptance of the consortium's proposal and generally dealing with the Authority in all matters in connection with or relating or arising out of the Consultancy.

9. Termination

This Agreement shall be effective from the date hereby and shall continue in full force and effect until the Effective Date under the Contract, in case the Consultancy is awarded to the Consortium. However, in case the Consortium is not selected for award of the Consultancy, the Agreement will stand terminated upon intimation by the Authority that it has not been selected and upon return of the Bid Security by the Authority.

10. Miscellaneous

- a. This Joint Bidding Agreement shall be governed by laws of India.
- b. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.
- c. In the event of conflict, the provisions contained in the agreement between JKLCMA and Consultant will prevail over any conditions present in the said Joint Venture (JV) agreement.

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

SIGNED, SEALED & DELIVERED

SIGNED, SEALED & DELIVERED

For and on behalf of MEMBER IN- CHARGE
PART by

For and on behalf of SECOND FIRST
PART by

Name:

Name:

Designation:

Designation:

Address:

Address :

SIGNED, SEALED & DELIVERED

SIGNED, SEALED & DELIVERED

For and on behalf THIRD PART

For and on behalf FOURTH PART

by

by

Name:

Name:

Designation:

Designation:

Address:

Address:

Note : The foreign bidders shall have to submit the requirements as per their rules and regulations and laws of the country of origin

Appendix B

Reporting Requirements

*List format,
frequency and contents of reports;
persons to receive them;
dates of submission,
number of copies, etc.*

If no reports are to be submitted, state here "Not applicable".]

Appendix C

Key Personnel and Sub-consultants

(Refer relevant Clauses of the RFP and General Conditions of Contract)

List under: C (a)

1. Names and Titles
2. detailed job descriptions
3. minimum qualifications and experience

of Personnel to be assigned to work on the assignment,

C (b)

1. List of approved Sub-consultants, same information with respect to their Personnel as in C (a)

C (c) : Same information as C (a) for key local personnel.

Appendix E

Form of Performance Guarantee

CHAPTER- 12
ANNEXURES

CHAPTER 12: ANNEXURES

Annexure 1

12.1 Regarding Furnishing of Bank Guarantee

Following points are to be considered while furnishing Bank Guarantees :

- Bank Guarantee from Nationalized Banks only should be furnished. Under no circumstances, Bank Guarantees from Co-operative Banks should be accepted.
- As per RBI guidelines, all Bank Guarantees should be issued by the issuing bank through SFMS mode. For the purpose, the bank details in respect of JKL CMA for opening Bank Guarantee through SFMS mode are as follows:

Bank Name: Jammu & Kashmir Bank Limited
Branch: Sathu Khanyar Srinagar
A/c No: -----
IFSC Code: -----

- BG Should be payable at any branch in Srinagar

12.2 Format for Power of Attorney

**Annexure
2**

Know all men by these presents, we,(name of firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/ wife and presently residing at

.....who is presently employed with us and holding the position ofas our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultants for [Name of the Project] including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHERE OF WE,.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF

....., 20--

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

(Signature, name, designation and address of the Attorney) Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in

accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 50 and duly notarized by a notary public.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.

The Bidder shall submit a Power of Attorney / Company Board Resolution in favour of the authorized signatory

12.3 E-Tendering Guidelines

1. Bidders should have valid Digital Signature Certificate (DSC).
2. In case of any queries, Bidders may contact on any working day from 10am to 5.30pm.**(Phone No.)**
3. The tenders shall be received online on e- Tendering portal and opened by the Vice Chairman on scheduled date and time.
4. If there is any amendment in the tender, the same shall be published on following e-Tender portals:
5. The detailed e -Tender notice along with the subsequent corrigendum, addendum etc. shall form part of the tender document.
6. The acceptance of tender will be intimated by email or otherwise by the authority JKLCMA.
7. Bid shall be submitted online on the e-tendering portal in 'three cover system' within prescribed schedule.

a. Cover 'A'

(Prequalification / Eligibility Criteria):

Bidder should upload scanned copies of Payment Receipt and the **Eligibility Criteria** documents / submissions under the EMD Receipt option.

b. Cover 'B'

(Technical bid):

Bidder shall upload scanned copies of Technical Document as per RFP/Bid document.

c. Cover 'C'

(Financial bid):

- i) Bidder shall quote the offer on Lump Sum basis at the prescribed space in Cover C. The amount quoted by the Bidder shall be calculated by the system.
- ii) Upload Quotation in company's Letter head under Price bid Cover Letter option

Payment Procedure for Tender Fee and EMD

The Tender Document can be downloaded for reference purpose from the e-Tendering Portal during the period mentioned in the tender notice. Interested Bidders have to make online payment of Tender Fee using online payment gateway during bid preparation i.e. Debit Card/Credit Card/Net-Banking. Tender Fee receipt shall be system generated during bid preparation by the Bidder.

Earnest Money Deposit:

EMD can be paid by using two Mode of Payment:

- a) Online payment gateway (i.e. Debit Card/Credit Card/Net-Banking.)
- b) RTGS / NEFT mode using the System Generated Unique Challan
(Account No for EMD transaction for this particular Tender is mentioned in the Challan)

Payment procedure for NEFT/RTGS

EMD Payment as mentioned above has to be made through RTGS / NEFT mode using the System Generated Challan. Bidders should ensure that the payment of the EMD is made at-least 5 working days prior to the last date of Bid Preparation and Submission of the Tender Schedule to have seamless submission.

Bidders need to upload scanned copy of EMD paid receipt during bid preparation.

Bidders failing to complete the payment of EMD using the above mentioned process of RTGS / NEFT or Online payment , their bids will not be accepted/entertained.

EMD Refund:

Bidders should mention the beneficiary details for EMD refund in the Earnest Money Deposit Form for fields marked as "details" required for Refund.

The earnest money deposit of unsuccessful bidders will be refunded only after finalization of the tender.

In case of successful bidder, amount of the earnest money deposit shall be transferred towards part of the security deposit to be paid after the award of the work, if he intends to do so in writing.

- EMD Refund Account should remain active until tender is awarded.
- EMD Refund will happen only after Awarding or Cancellation of tenders.

E-Tendering Bidder's Process,

Basic Requirement and Tutorial Link:

- Stage1: Bidder Registration**
- Stage2: Bid Document Download (Tender Document Downloaded)**
- Stage3: Bid Preparation and Submission (Bid Status: Bid Hash Prepared)**
- Stage4: Online Control Transfer (Bid Status: Bid Re-encrypted)**



should never be handed over to the contractor for propose of extension of validity. Such a system of monitoring of securities and other instruments may be considered to be computerised with automatic alerts about lapse of validity etc. For release of BGs, the proposal shall be forwarded by the executing agency with its recommendations in accordance with the contract conditions, for approval by the CA with the concurrence of the Finance Division.

4.16 Goods and Services Tax (GST)

- i) A detailed clause regarding GST may be included in the bid documents, in consultation with the Financial Advisor, stipulating inter-alia that all the bidders/ tenders should ensure that they are GST compliant and their quoted tax structure /rates are as per GST Law. While before enactment of GST, the bid prices were normally inclusive of applicable taxes, now after its enactment, as per the GST Act the bid and contract must show the GST Tax Rates and GST Amount explicitly and separate from the bid/ contract price (exclusive of GST). Asking for a bid-price inclusive of taxes/ GST would be a violation of the GST Act. Bid format may be suitably modified accordingly. In the transition period, any variation in tax structure/rate due to introduction of GST shall be dealt with under Statutory Variation Clause.

Ministries/Departments may follow the procedure as mentioned below while dealing with contractor's payment, post GST promulgation:

- a) **Works is treated as a 'Service'**. (-GST rate would vary depending on type of work). All works contracts are to be provided with Harmonized System of Nomenclature - HNS Code (actually Service Accounting Code SAC, being a service). The HNS code can be downloaded from the website www.cbec.gov.in. Works Contracts in general come under Chapter 99, Section 5, Heading 9954(Construction Services) as 'Composite supply of Works contract as defined in clause²³ 119 of section 2 of CGST Act'. GST rate would be based on the type of contract. In case contract consists of both goods & service, then interpretation regarding nature of contract should be done as per clause²⁴ 8, Chapter III of CGST Act, 2017;
- b) The 'on account/ final contract certificate' shall be prepared by the Ministry/ Department on the basis of quantity of work executed at the contracted rates, duly segregating the GST component as detailed in para (iii) below;
- c) Since before promulgation of GST, the contracted rates normally used to be inclusive of all taxes, the calculation of 'Gross amount of work executed', 'Amount

²³(119) "works contract" means a contract for building, construction, fabrication, completion, erection, installation, fitting out, improvement, modification, repair, maintenance, renovation, alteration or commissioning of any immovable property wherein transfer of property in goods (whether as goods or in some other form) is involved in the execution of such contract;

²⁴8. The tax liability on a composite or a mixed supply shall be determined in the following manner, namely:—

- (a) a composite supply comprising two or more supplies, one of which is a principal supply, shall be treated as a supply of such principal supply; and
- (b) a mixed supply comprising two or more supplies shall be treated as a supply of that particular supply which attracts the highest rate of tax.



of work executed excluding GST amount' and 'GST amount' in the 'on account / final contract certificate' may be done as under:

Let $Z =$ Gross amount of work executed on the basis of quantum of work executed at the contracted rates.

$R =$ Percentage rate of GST for that HSN code

$Y =$ GST amount as per applicable GST rate for that HSN code.

$X =$ Amount of work executed excluding GST amount.

Then, $Z = X + Y;$

Where $Y = X \cdot R / 100$

Thus from the known amount of Z , amounts of X and Y can be worked out;

- d) Once the 'on account/final contract certificate' is prepared by Ministry/ Department and communicated to contractor, the contractor shall submit invoice (bill) in a GST compliant format duly segregating the 'Amount of work executed excluding GST amount' and 'GST amount' (i.e. "X" & "Y" as mentioned in para (iii) above) along with Invoice No. (Bill No.) and all other details required under GST act. In case any need arises to modify the Invoice (Bill) due to any reason, contractor shall submit amended fresh invoice for processing the payment;
 - e) In case contractor is liable to be registered under GST Act, Ministry/ Department shall pay to the Contractor 'Gross amount of work executed' (i.e. "Z" as mentioned in para (iii) above) duly deducting all other leviable taxes like I/Tax, labour cess, royalty etc. as applicable. Contractor shall be liable to pay 'GST amount' to respective authority himself. Whereas, Ministry/Department shall deposit all other taxes deducted to concerned authority as is being done presently;
 - f) In case contractor is not liable to be registered under GST Act, contractor shall be paid "Amount of work executed excluding GST amount" (i.e. "X" as mentioned in para (iii) above) duly deducting all other leviable taxes like I/Tax, labour cess, royalty etc. as applicable. Ministry/Department shall deposit 'GST amount' as well as all other taxes deducted to concerned authority.
- ii) Pre-GST contracts need to be viewed in the light of the clauses of the contracts already signed and provision for change in law.

4.17 Risks and Mitigations- Preparing Bid Documents, Publication, Receipt and Opening of Bids

Risk	Mitigation
Exceptions to an open bidding process are abused, leading to single source processes.	Rigorously follow the conditions under which open tendering can be dispensed with.
When short lists are used , the process of preparation of short lists may be non-transparent and all eligible firms may not be included and some ineligible firms may get included.	Enlistment of bidders/contractors: All major procuring departments must keep a list of enlisted bidders for use in restricted bidding. Publicise even restricted bids on your website. Bidders for LTE may be transparently selected with the approval of CA.

12.5 Calculation of Project Cost as on date (TeFS / DPR / PMC):

Annexure 6 A

Experience of Bidder/Consortium shall have experience in conducting Techno- Economic Feasibility Study (TeFS) OR preparation of Detailed Project Report (DPR) OR having acted as Project Management Consultant (PMC) during the construction phase in at least one project of Ferris wheel (minimum 50 m diameter)/Roller Coasters/Cable Car projects with project cost of minimum INR 50 Crores implemented in the last 25 years or are currently under implementation as on the last date of submission of the bid.

Sr. No.	Name of Project	Name of Bidder/ Consortium	Year of Completion	Project Cost at the time of project completion	Project Cost shall be derived as per the formula defined for the calculation of the Project Cost as on 28 days before the last date of bid submission.
(1)	(2)	(3)	(4)	(5)	(6)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Total Number of projects of Ferris wheel (minimum 50 m diameter)/Roller Coasters/Cable Car Projects with project cost of minimum INR 50 Crores, implemented in the last 25 years or are currently under implementation as on the last date of submission of the bid =.....Nos. viz.

- (i) Nos. of Techno- Economic Feasibility Study (TeFS) OR preparation of Detailed Project Report (DPR).
- (ii) having acted as Project Management Consultant (PMC) during the construction phase in all No. of project.

Thanking you,
Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:
Name:
Designation
:
Address:
Telephone & Fax:
E-mail address:

12.6 Checklist for Bidder

Annexure 7

Sr. No.	Particulars as per RFP Requirement	Template	Para No. of the RFP	Page No	Tick Box
Bid Preparation					
1)	Procurement of DSC (Digital Signature Certificate)				
2)	Bidder Registration on JKLCMA's e-tendering Portal				
3)	RFP Download and Preparation				
Envelope A – Eligibility Criteria					
4)	Tender fees - Online Payment through JKLCMA e-tendering Portal.				
5)	EMD- Online Payment through JKLCMA e-tendering Portal				
6)	Covering Letter				
7)	Financial Details of the Bidder				
8)	Project Citation				
9)	Declaration by the bidder for not being Blacklisted/ Debarred				
Envelope B – Technical Proposal					
10)	Covering Letter				
11)	Project Citation				
12)	Summary of Projects				
13)	Approach & Methodology				
14)	Curriculum Vitae				
15)	Summary of Curriculum Vitae				
16)	Time Schedule				
17)	The Bidder shall ensure that the Technical Proposal is properly indexed, paged and referenced				
Envelope C – Financial Proposal					
18)	Covering Letter				
19)	Summary of Financial Bid				
Timelines					
20)	RFP Downloading as per the Schedule updated by JKLCMA from time to time on E-Tender Portal				
21)	RFP Submission as per deadline in RFP				
22)	RFP Control Transfer as per deadline in RFP				

12.7. Format for Requesting Video Conferencing Link for Pre-Bid Meeting

S. No.	Criteria	Response
1	Name of Organisation	
2	Office Address	
3	Name of Attendees	1. 2. 3.
4	Designation (in order of names)	1. 2. 3.
5	Official Email Id (in order of names)	1. 2. 3.
6	Contact Number(s) (in order of names)	1. 2. 3. <i>Fill the contact number with country code</i>
7	Country (Nationality)	
8	Tender Name/ Title	<i>Fill name of Tender for which bidder intends to attend pre-bid</i>
9	Tender No.	<i>Fill the tender number as displayed on e-tendering portal</i>
10	Company ID	<i>Attach along with the form</i>
11	Photo ID	<i>Attach any Government issued photo ID along with the form</i>

Notes:

1. Please share the details of company personnel expected to join the pre-bid via Video Conferencing on vicechairmanjklcma@gmail.com through official company email id at least 48 hours prior to the scheduled date of pre-bid.
2. Maximum of three persons will be allowed to join the pre-bid meeting from each prospective bidding organization.
3. Invitation Link for joining the pre-bid conference along with SOP will be shared within 24 Hrs from the expected time of start of pre-bid conference.
4. JKLCMA shall validate the above information shared for its correctness before invitation link is shared for joining the video conference.