

Selection of Independent Engineer (IE) for construction supervision of Dehradun Mussoorie Ropeway Project

<u>Sl. No.</u>	<u>Issue</u>	<u>Response</u>
1	Legal entity in case of JV / Consortium	The Lead partner / member should be a legal entity as per Indian law. In case other partners / members are foreign entities, they should be a legal entity as per law in their respective country.
2	Existence for minimum period in case of JV / Consortium	At least one partner / member of the JV / Consortium should have been in existence for minimum three years as on the last date for proposal submission.
3	Consortium / JV agreement or MoU format	MoU/Agreement format should be as per their convenience. However, it should include provision to the effect that all members should be liable to the Client jointly and severely.
4	Conflict of Interest	The applicant bidder including any partner / member of JV / Consortium should not have any business relationship with any manufacturer or their subsidiary anywhere in the world at the time of submission of the proposal and before award of the Contract. In case Contract is awarded, the applicant bidder including any partner / member of JV / Consortium shall not have any business relationship with any manufacturer or their subsidiary anywhere in the world during the Contract period.
5	GST registration	Lead member or partner in case of JV / Consortium should have GST registration.
6	EMD in the form of Bank Guarantee	BG from a scheduled Bank is also acceptable. BG format is annexed (Annexure – A).
7	Stipulated time within which Tender Fee and EMD to be paid	Before technical proposal opening.
8	Request to accept Bid Security Declaration in place of EMD and reduced Performance Security amount (3%) as per recent Government of India Office Memorandum F.9/4/2020-PPD dated 12-Nov-2020 issued by Ministry of Finance	Government of Uttarakhand has not yet approved.
9	Presentation as part of Technical Proposal.	Not required
10	Annexure 7 (Format for Financial Turnover)	
11	Net Worth Certificate	CA certificate for the Net Worth of the bidders should be submitted as part of Technical Proposal.
12	Development Period	Deleted from Scope of Services.
13	Checking Detailed Project Report (DPR)	
14	Safety Consultant	
15	Submission of monthly reports	
16	7.1 (Page no. 12) Determination of Cost and Time	
17	Standards according to which ropeway being constructed	CEN standard
18	Standards to be used for testing and inspection	CEN standard. If some testing and inspection procedure is not mentioned in the technical and procedural standards of CEN Code, then the procedure and recommendations of OEM should be followed.
19	Inspection at manufacturing facility	Factory acceptance certificates to be provided by OEM for all ropeway material and as such factory visits are not required.
20	Construction Period – COD	This means Commercial Operation Date

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21	References to Documents beyond the tender document	Consolidated Scope of Services given in Annexure – B. Hence, no need to refer to Concession Agreement.
22	Third Party Liability and Insurance	Required as construction will be taken up based on the vetting by the Independent Engineer.
23	Assistance in Dispute Resolution	The Independent Engineer shall assist with suitable technical inputs for amicable settlement in case of any dispute.
24	Conditions of Contract – 1.2: Audit	To be read as: “As per CAG / Government of India / Uttarakhand rules and guidelines”.
25	The payment milestones mentioned are not in accordance with manpower deployed and services expected in this tender.	Payment is based on the deliverables i.e., achieved milestones and not based on the manpower deployment.
26	Payment to Independent Engineer post fulfilment of obligations as per instructions from Director Finance UTDB	This refers to documents required for effecting the payment as required under government regulations.
27	3.4 under Conditions of Contract – time of acceptance by authorized authority after submission of invoice.	The acceptance is also within this time frame of 30 days, unless any deficiency is intimated
28	Missing 3.3 in Page No.14 under Conditions of Contract	Typographical error in numbering.
29	Evaluation of performance of Independent Engineer.	Evaluation is made with reference to Scope of Services, milestones and any other agreed terms and condition agreed in the Contract.
30	Last date for submission	Extended till 30 th April 2021, but no change in time

Format of Bank Guarantee for EMD/ Bid Security

Whereas M/s and having its registered office at (hereunder called the consultants) is desirous and prepared to submit proposal for in accordance with terms and conditions of **RFP. No..... Dated** And whereas We, Bank, agree to give the applicant a Guarantee for the Earnest Money Deposit of Rs.....in favour of CEO, UTDB payable at Dehradun.

1. Therefore, we hereby affirm that we are Guarantors on behalf of the applicant upto a total of **Rupees** (i.e. **Rs...../-**) and we undertake to pay the **Chief Executive Officer, Uttarakhand Tourism Development Board (UTDB), Dehradun Uttarakhand- 248 003** upon his first written demand and without demur, without delay and without necessity of previous notice of individual or administrative procedure and without necessity to prove the bank the defects or short coming or debit of the contractor any sum within the limit of **Rupees**

2. We further agree that the guarantee here in contained shall remain in full and effect during the period that would be taken for the acceptance of tender. However, unless a demand or claim under this guarantee is made only in writing on or before the we shall be discharged from all liabilities under the guarantee thereafter.

We undertake not to revoke the guarantee during its currency except with the previous consent of the **Chief Executive Officer, Uttarakhand Tourism Development Board (UTDB), Dehradun Uttarakhand- 248 003** in writing.

We lastly undertake not to revoke the guarantee for any change in constitution of the applicant or the Bank.

Signature and Seal of Guarantor

Date :

Bank :

SCOPE OF SERVICES

1. The latest CEN standards will be applicable for test standards as per the technology adopted. The inspection is based on the following regulations and directives:
 - (i) Testing and inspection will be carried out mainly based on the technical and procedural standards of CEN code.
 - (ii) The technical partner/equipment supplier will provide relevant equipment related technical details regarding their equipment to CEN, certified auditor to cover the following scope:
 - (a) Scope of examination
 - (b) Hydraulic
 - (c) Review of confirming documents and certificates
 - (d) Inspection of the rope guidance, pre-tensioning, rope clearance
 - (e) Inspection of the tensioning device
 - (f) Inspection of the professional installation of the safety relevant components
 - (g) Inspection of the cables and the cable connections
 - (h) Inspection of the line equipment
 - (i) Inspection of the carriers/vehicles including clamping device
 - (j) Inspection of the cabin door system
 - (k) Validation of the safety functions
 - (l) Validation of safety functions recovery drives
 - (m) Adjustment of the brakes
 - (n) Adjustment of the grip force monitoring
 - (o) Trial runs regarding main drive operation
 - (p) Trial runs regarding recovery drives
 - (q) Trial runs regarding braking performance
 - (r) Trial runs regarding anti-collision monitoring
 - (s) Safety signatures

2. **Role and functions of the Independent Engineer**

- (i) The role and functions of the Independent Engineer shall include the following:

The CEN Certified entity will test Dehradun- Mussoorie Ropeway as per the following scope spread over the stages of installation:

Phase 1: Design Checking of Ropeway

- (a) Counterproof of the design and the project of the supplier;
- (b) Design and technology check of the planning documents of the supplier, including design check of all drawings according to CEN codes and according to the contract (Scope of supply of the ropeway supplier);
- (c) Check of all descriptions, safety analysis;
- (d) Counterproof of the line calculation according to relevant Country Codes / Standards with an Independent line calculation software;
- (e) Counterproof of all static calculations of the steel parts and concrete works of the ropeway according to the relevant Codes of the Standard Organization Country;
- (f) Check of all safety reports (technical studies of Schedule D viz. geological report, meteorological report, etc.);
- (g) One site visits to check the local situation.

Phase 2: Quality Check during Execution Phase

Check and control of the quality of the execution of the ropeway on site, monitoring of the time schedule, factory acceptance test. In detail this phase will include following items:

- (a) To monitor contractor's supervision of the construction activities as per predetermined inspection test plan;
- (b) Quality planning and quality assurance;
- (c) Quality check and final approval of the ropeway foundations;
- (d) Check of the correct position of all anchor frames and foundation positions;
- (e) Quality check of the foundation reinforcement steel bars and concrete material;
- (f) To review and approve construction schedules proposed & periodically updated by contractors;
- (g) To review and approve contractors' method statement, erection procedures & work plans;
- (h) To monitor quality of the work being executed through good engineering practices;
- (i) Check of the correct assembly of all ropeway components; and
- (j) Factory acceptance test reports of all ropeway components before dispatching to India.

Phase 3: System Testing for Commissioning of the System

After the internal tests of the supplier, the notified and accredited inspection body will do the final safety tests on the installation which includes:

- (a) check of the correct execution and assembly of the ropeway;
- (b) check the final documentation of the supplier including certificates and conformity declaration of all safety parts and subsystems;
- (c) check all safety devices of the ropeway including the correct setting;
- (d) check the electrical safety control system;
- (e) check the correct settings of all brakes and drives;
- (f) check the emergency drive;
- (g) check the smooth and safe running of the rope and cabins on the line and on the roller batteries;
- (h) check of the operation and maintenance manual;
- (i) check the experience and the knowledge of the service staff for the operation;
- (j) check the correct, safe and smooth running of:
 - the garage system;
 - the conveyor system; and
 - the coupling system.
- (k) check the rescue equipment and do a rescue exercise on the installation

The Independent Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

3. Construction Period

- 3.1 During the Construction Period, the Independent Engineer shall undertake a detailed review of the Drawings to be furnished by the Concessionaire along with supporting data, including the geotechnical and hydrological investigations, characteristics of materials, topographical surveys and traffic surveys. The Independent Engineer shall complete such review and send its comments/observations to the Authority and the Concessionaire within 15 (fifteen) days of receipt of such Drawings. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.
- 3.2 The Independent Engineer shall review any modified Drawings or supporting Documents sent to it by the Concessionaire and furnish its comments within 7 (seven) days of receiving such Drawings or Documents.
- 3.3 The Independent Engineer shall review the Drawings sent to it by the Safety Consultant and furnish its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receiving such

Drawings. The Independent Engineer shall also review the Safety Report and furnish its comments thereon to the Authority within 15(fifteen) days of receiving such report.

- 3.4 The Independent Engineer shall review the detailed design, construction methodology, quality assurance procedures and the procurement, engineering and construction time schedule sent to it by the Concessionaire and furnish its comments within 15 (fifteen) days of receipt thereof.
- 3.5 The Independent Engineer shall review the detailed design, manufacturing, installation, testing and commissioning plans for the Dehradun- Mussoorie Ropeway sent to it by the Concessionaire and furnish its comments within 15 (fifteen) days of receipt thereof.
- 3.6 The Independent Engineer shall review the progress report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such report.
- 3.7 The Independent Engineer shall inspect the construction works and electro-mechanical equipment(if any) , preferably after receipt of the progress report from the Concessionaire, , and make out a report of such inspection (the “**Inspection Report**”) setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works and electromechanical with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Dehradun- Mussoorie Ropeway or the deficiencies in the electromechanical equipment. The Independent Engineer shall send a copy of its Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.
- 3.8 The Independent Engineer may inspect the Dehradun- Mussoorie Ropeway on additional milestones beyond the agreed project milestones if any lapses, defects or deficiencies require such inspections. In the event that the Concessionaire carries out any remedial works for removal or rectification of any defects or deficiencies, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests to determine that such remedial works have brought the Construction Works into conformity with the Specifications and Standards, and the provisions of this Paragraph 5 shall apply to such tests.
- 3.9 In the event that the Concessionaire fails to achieve any of the Project Milestones, the Independent Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Engineer shall determine that completion of the Dehradun- Mussoorie Ropeway is not feasible within the time specified in the Agreement, it shall require the Concessionaire to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which COD shall be achieved. Upon receipt of a report from the Concessionaire, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire forthwith.
- 3.10 If at any time during the Construction Period, the Independent Engineer determines that the Concessionaire has not made adequate arrangements for the safety of workers and Users in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the Users, it shall make a recommendation to the Authority forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.
- 3.11 In the event that the Concessionaire carries out any remedial measures to secure the safety of suspended works and Users, it may, by notice in writing, require the Independent Engineer to inspect such works, and within 3 (three) days of receiving such notice, the Independent Engineer shall inspect the suspended works and make a report to the Authority forthwith, recommending whether or not such suspension may be revoked by the Authority.
- 3.12 If suspension of Construction Works is for reasons not attributable to the Concessionaire, the Independent Engineer shall determine the extension of dates set forth in the Project Completion Schedule, to which the Concessionaire is reasonably entitled, and shall notify the Authority and the Concessionaire of the same.
- 3.13 The Independent Engineer shall carry out, or cause to be carried out, all the Tests as required and issue a Completion Certificate.
- 3.14 Upon reference from the Authority, the Independent Engineer shall make a fair and reasonable assessment of the costs of providing information, works and services and certify the reasonableness of such costs for payment by the Authority to the Concessionaire.

4. Assistance in Dispute resolution

- 4.1 When called upon by either Party in the event of any Dispute, the Independent Engineer shall mediate and assist the Parties in arriving at an amicable settlement. In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Independent Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

5. Miscellaneous

- 5.1 Independent Engineer shall periodically submit data on the progress / status of construction works, technical progress and other requisite details at such interval, as mentioned in the TOR, which shall enable the Authority for updating the project specific website.
- 5.2 The Independent Engineer shall notify its programme of inspection to the Authority and to the Concessionaire, who may, in their discretion, depute their respective representatives to be present during the inspection.
- 5.3 A copy of all communications, comments, instructions, Drawings or Documents sent by the Independent Engineer to the Concessionaire pursuant to this TOR, and a copy of all the test results with comments of the Independent Engineer thereon shall be furnished by the Independent Engineer to the Authority forthwith.
- 5.4 The Independent Engineer shall obtain and the Concessionaire shall furnish in 2 (two) copies there of, all communications and reports required to be submitted, under this Agreement, by the Concessionaire to the Independent Engineer, whereupon the Independent Engineer shall send 1(one) of the copies to the Authority along with its comments thereon.
- 5.5 The Independent Engineer shall retain at least one copy each of all Drawings and Documents received by it, including 'as-built' Drawings, and keep them in its safe custody.
- 5.6 Upon completion of its assignment hereunder, the Independent Engineer shall duly classify and list all Drawings, Documents, results of tests and other relevant records, and hand them over to the Authority or such other person as the Authority may specify and obtain written receipt thereof. Two copies of the said documents shall also be furnished in editable digital format or in such other medium or manner as may be acceptable to the Authority.
- 5.7 Wherever no period has been specified for delivery of services by the Independent Engineer, the Independent Engineer shall act with the efficiency and urgency necessary for discharging its functions in accordance with Good Industry Practice.