

**ARULMIGU DHANDAYUTHAPANI SWAMY TEMPLE,
PALANI – 624601, DINDIGUL DISTRICT, TAMILNADU, INDIA.**

INTERNATIONAL COMPETITIVE RE-TENDER



**NAME OF THE PROJECT :
GLOBAL RE-TENDER FOR APPOINTMENT OF PROJECT MANAGEMENT
CONSULTANT FOR IMPLEMENTATION OF PASSENGER ROPEWAY PROJECT AT
ARULMIGU DHANDAYUTHAPANI SWAMY TEMPLE, PALANI, DINDIGUL
DISTRICT, TAMILNADU, INDIA**

RE-TENDER NOTICE NO : 1260/2017/F2

DUE DATE FOR SUBMISSION: ON OR BEFORE 07.03.2018 at 15.00 Hours

TO BE SUBMITTED TO:

**THE JOINT COMMISSIONER / EXECUTIVE OFFICER,
ARULMIGU DHANDAYUTHAPANISWAMY TEMPLE,
PALANI, PIN: 624 601, DINDIGUL DISTRICT,
TAMILNADU, INDIA.**

TENDER SUBMITTED BY:

M/s. _____

Address _____

January 2018

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IMPORTANT NOTICE

This tender procedure is governed by the Tamilnadu Transparency in Tenders Act 1998 and The Tamilnadu Transparency in tender Rules 2000 as amended from time to time. In case of any conflict between the terms and conditions in the tender document and the Tamilnadu Transparency in Tenders Act 1998 and The Tamilnadu Transparency in tender Rules 2000, the Act and Rules shall prevail.

1. PREAMBLE

- a) Palani, Arulmigu Dhandayuthapani Swamy Temple (PADST) functioning under the Administrative Control of Hindu Religious & Charitable Endowments Department, Govt. of Tamilnadu, has decided to construct a Multicable Fixed Grip Jig Back type Passenger Ropeway of capacity 1200 PPH on East side of the Existing Ropeway at PADST, Palani at a total project cost of Rs.63.27 Crores. In this connection, Tourism, Culture and Religious Endowments (RE 5-1) Department has issued G.O (Ms) No.144 dated 29.06.2017 for implementation of the Passenger Ropeway System.
- b) The Contract for Design, Manufacture, Supply, Erection & Commissioning, Operating & Maintaining for Five Years of the Passenger Ropeway has been awarded to M/s. Shriram EPC Limited, Chennai - M/s. POMA SAS, France Consortium. An Agreement has also been executed between the Joint Commissioner/Executive Officer and M/s. Shriram EPC – POMA SAS Consortium.
- c) It is proposed to engage a reputed Project Management Consultancy firm to monitor the implementation of the project.
- d) Accordingly, PADST invites sealed tenders from reputed agency as single applicant/consortium for providing Project Management Consultancy for the implementation of Passenger Ropeway Project at Arulmigu Dhandayuthapani Swamy Temple, Palani in “Two Cover System” through transparent bidding process. The Tender notification has been published fixing the date of opening of tender as 07.03.2018 at 4.00PM.

2. SCOPE OF WORK

The detailed scope of work by the PMC as follows:

1. The PERT chart cum micro plan schedule submitted by the contractor as per agreement conditions shall be reviewed and final PERT chart cum micro plan shall be submitted for approval by the Joint commissioner/ Executive officer.
 - 1(a). Coordinating with PADST for approval of GA Drawings.
2. Proof checking of Contractor’s design and detailed engineering drawings. The Cost of Proof Checking will be borne by the Turnkey Contractor M/s. Shriram EPC – POMA SAS Consortium. The Single Foreign Bidder/ Foreign Partner, in case of Consortium, is responsible for any discrepancies/fault(s) in the total system design aspects.
3. Responsible for coordinating with PADST officials and Turnkey Contractor to expedite the approval of the GA / Design and Detailed drawings within the stipulated time in the Turnkey Contract Agreement.
4. Ensuring the Compliance of Statutory approvals / Clearances / Standards relevant to the project.
5. Verification of each item of machinery & equipments, in terms of quantity and quality, specifications, etc as per agreement.
6. Ensuring that the construction is being carried out in accordance with the approved designs, drawings and tender specifications as per the contract agreement executed between PADST and Contractor to the satisfaction of the Joint commissioner/ Executive officer.
7. Ensuring the workmanship and quality of various construction materials by way of testing and analysis by the Turnkey Contractor. The cost of testing will be borne by the Turnkey Contractor.
8. Supervision of overall construction works at site to ensure quality and safety.
9. Reporting of Specific problems or issues faced along with reasons thereof, during the implementation process and assistance for corrective actions for the timely completion of the project.
10. Periodical ascertainments of the physical progress of the project with reference to the milestones outlined in the PERT chart and submit project review reports to PADST on fortnightly basis.
11. Evaluating “Extension of Time” requests (if any) by the Turnkey Contractor for completion of works, and recommends such extensions with or without liquidity damages as per contract agreement.
12. Assisting PADST in Testing and Commissioning of the Ropeway System.
13. Collecting and verifying insurance policies as per agreement and guarantee bonds executed by the Contractor, if any, at the time of commencement of the projects.

14. Attend the meeting at PADST Office / Commissionerate and make presentation on the progress whenever required.
15. Verification of running account bills submitted by the Turnkey Contractor and issue of necessary certificate to that effect for necessary Measurement Book entries for further processing and making payment.
16. Assistance in issuance of preliminary acceptance certificate and final acceptance certificate.
17. Coordinating with PADST officials and Turnkey Contractor to facilitate timely execution of the project within the stipulated period of 18 months.
18. A mobile App/tool/software or any other suitable mechanism may be deployed for online monitoring of the implementation of the project.
19. Any other services relevant to the implementation of the project that may be required by the PADST.
20. Preparing agenda for Expert Committee appointed under G.O No : 384, TDCE Dated : 19.11.2012 attending and carrying out resolutions of the Expert Committee.

Manpower deployment:

1. The following minimum qualified, experienced and competent personnel are to be deployed for the installation of the Ropecar project:

S. No	Designation	Number of Persons	Minimum Qualification	Requirement
i)	Team Leader	1 No.	Degree/Post Graduate degree in Mechanical / Electrical / Civil Engineering with minimum 15 years experience in implementation of rope car/ Mechanical passenger transport.	Team Leader should be available for all consultations whenever required and demanded by PADST and also during the installation of equipment, erection and commissioning.
ii)	Site In-charge	1 No.	Degree in Mechanical/Electrical Engineering with minimum 10 years experience in rope car projects/ Mechanical passenger transport.	Throughout the execution of work at site including erection, commissioning and execution.
iii)	Supervisor (Mechanical)	1 No.	Diploma in Mechanical Engineering with minimum 5 years experience in rope car projects.	During installation of equipment, erection and commissioning.
iv)	Supervisor (Electrical)	1 No.	Diploma in Electrical Engineering with minimum 5 years experience in rope car projects.	During installation of equipment, erection and commissioning.
v)	Supervisor (Civil)	1 No.	Diploma in Civil Engineering with minimum 5 years experience in rope car projects.	During the execution of civil work and erection.

2. The successful tenderer should deploy the manpower noted above in S.No. ii, iii, iv & v on full time basis.
3. Frequent change of manpower will not be entertained.
4. The successful tenderer should install biometric devices in site at their own cost to monitor the presence.
5. PADST has the right to seek replacement of any deployed person for poor performance, misconduct, etc.
6. In case the successful bidder fails to employ substitute for the above within Forty eight hours a penalty of Rs.2500/-per day of default for each person in the case of Engineers and Rs.1500/-per day

of default for each person in the case of Technician shall be levied and deducted from the payment due to the successful bidder. Biometric attendance will be taken as the basis for the levying penalty.

7. The successful bidder shall make their own arrangements for boarding and lodging of the above technical staffs.

3. PRE QUALIFICATION CONDITIONS

Clause	Qualification Criteria	Supporting Document
3(a)	<p>The Applicant may be a single entity or Consortium of maximum two numbers</p> <p>i. In case of Single Bidder:</p> <p>a) The single bidder (shall be a Indian / foreign bidder) / shall be registered company in India/abroad and should have been in the business of only Ropecar Project Implementation consultancy services.</p> <p>ii. In case of Consortium of Bidders:</p> <p>a) One of the partners shall be designated as Prime/Lead Bidder and such partner shall be a Registered Company in India.</p> <p>b) Other partner of the Consortium should be a Foreign Registered Company in abroad and should have been in the business of only Ropecar Project Implementation consultancy services.</p> <p>c) No partner of the Consortium should bid individually or be a partner of another Consortium.</p>	<ul style="list-style-type: none"> • Copy of Incorporation Certificate issued by the Registrar of Companies. • Copy of Memorandum and Articles of Association. • Work Orders and Completion certificates from the clients. •The Consortium partners individually should submit the Certificate of Incorporation from the appropriate Authority. •If the Certificate of Incorporation is not in English, then notarized English translation should be submitted. •Work Orders and Completion certificates in English from the clients. •The original Consortium Agreement should be submitted. The Consortium Agreement shall contain statement that all partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms. The Consortium foreign partner should be exclusively liable for the proof checking of design and drawings and also quality checking of the imported machineries/equipments.
3(b)	<p>i. The Single bidder should have reported an Average Annual Turnover of Rs.10.00 Crores in the last three consecutive financial years i.e. 2013-14, 2014-15 and 2015-16 (or) 2014-15, 2015-16 and 2016-17.</p> <p>ii. In case of Consortium of Bidders:</p> <p>a) The prime bidder should have reported an average Annual Turnover of at least Rs.10.00 Crores i.e. 2013-14, 2014-15 and 2015-16 (or) 2014-15, 2015-16 and 2016-17</p> <p>b) Other consortium partner should have reported an average Annual Turnover of at least Rs.5.00 Crores i.e. 2013-14, 2014-15 and 2015-16 (or) 2014-15, 2015-16 and 2016-17.</p>	<p>(i) The average annual turnover statement duly certified by Chartered Accountant as per Annexure III.</p> <p>(ii) The Annual Report/ certified copies of Balance Sheet, Profit & Loss statement for the last 3 consecutive financial years</p>

3(c)	The Single bidder/ anyone of the consortium partner should have successfully completed project management consultancy services for implementation of atleast one passenger rope car project with a capacity of more than 1000 PPH in the last ten years as on 31 st January 2018.	Work Orders and Completion certificates from the clients.
3(d)	The Team leader/key person of the project should have minimum 15 years of experience in implementation of rope car projects and handled atleast one passenger rope car project with a minimum capacity of 500 PPH in the last 5 years.	<ul style="list-style-type: none"> • Detailed Curriculum vitae of the team leader/key person • Work Orders and Completion certificates
3(e)	The Single bidder/anyone of the consortium partner should have full fledged permanent office anywhere in India to provide project management consultancy services.	Address Proof document (or) the bidder should give an undertaking to setup office in India within 30 days from the date of issue of Loa if selected.
3(f)	The Single bidder/ all consortium partners should not have been blacklisted as on the date of tender opening for supply of any items or services to PADST or Central/State Government departments and Quasi Government Organizations.	<p>(i) The declaration form as per Annexure IV should be enclosed. In case of consortium, each partner should submit a separate declaration form.</p> <p>(ii) Any adverse/not satisfactory remarks on the performance of previous supplies will entail disqualification.</p> <p>(iii) Further, if the bidder is found blacklisted in India before award of contract by any Government agency, the bid will be rejected.</p>
3(g)	The Bidder should have a Technical Person(s) capable of inspecting the quality of the Imported equipments.	Experience Certificate for quality checking of imported equipments.
3(h)	The Technical Person of the Single Bidder/Foreign Bidder, in case of consortium, should make periodical visits to the site during the execution and the periodicity of the visit shall be furnished.	The Single Bidder/Prime Bidder should give an undertaking for the periodical visits of the technical team of the foreign consortium partner.

4. LANGUAGE OF THE TENDER

The Tender prepared by the bidder as well as all correspondences and documents relating to the Tender shall be in English language only. If the supporting documents are in a language other than English/Tamil, the notarized translated English version of the documents should also be enclosed. **Tender received without such translation copy will be rejected.**

5. CONSORTIUM AGREEMENT

- a) A legally valid agreement shall be executed for the consortium binding all the partners in INR 100 Non-Judicial stamp paper. **All partners of the consortium shall be liable jointly and severely for the execution of the contract in accordance to the contract terms and it should be explicitly stated in the consortium agreement.** The consortium agreement should indicate precisely the role of each partner of the consortium in respect of the contract.

- b) On award of contract, the Consortium agreement should be registered in Chennai so as to be legally valid and binding on all partners. Copy of registration shall be enclosed in the agreement.
- c) The Consortium agreement shall be enclosed with the technical bid. Alternatively, a letter of intent to execute a consortium agreement in the event of a successful bid shall be signed by all the partners and submitted with the bid together with the copy of the proposed agreement.
- d) The Consortium agreement shall authorize one of the partners of the consortium as Prime Bidder. This authorization shall be evidenced by submitting of Power of Attorney signed by the legally authorized signatories of all the partners.
- e) The Prime Bidder of Consortium shall be authorized to incur liabilities and receive instruction for and on behalf of him and all partners of the consortium and entire execution of the contract including payment shall be done exclusively with the Prime Bidder. All correspondence will only be made with the Prime Bidder.
- f) Either of the bidders of Consortium should have been in the business of Providing Ropecar Project Consultancy service only neither of them should be in the field of manufacturing supply and installation Projects, leading to conflict of interest.

6. PURCHASE OF TENDER DOCUMENTS

- a) The tender document shall be obtained from the office of “The Joint Commissioner/Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani- 624601, Dindigul District” on payment of Rs.16,800/- payable in the form of Demand Draft drawn on any Indian Nationalized/ Scheduled Commercial Bank in favour of “Joint Commissioner / Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani” payable at Palani or it can be downloaded from **www.tnhrce.org** and **www.tenders.tn.gov.in** at free of cost. For the downloaded tender document, the bidder need not enclose the tender document cost but should give a declaration for not having tampered the Tender document downloaded (as per Annexure V).
- b) The tender document can be purchased on all working days from 02.02.2018 to 06.03.2018 between 11.00 AM and 03.00 PM.

7. PREBID MEETING

There will be a pre-bid meeting on 21.02.2018 at 11.30 A.M. in the Office of the Commissioner, Hindu Religious & Charitable Endowments Department, Chennai – 600 034 during which the prospective tenderers can get clarifications about the tender. The bidders shall send their queries in writing if any so as to reach PADST at least two days prior to the pre-bid meeting date. The bidders are advised to check **www.tnhrce.org** and **www.tenders.tn.gov.in** for up-to-date information like change in date / venue etc., of pre-bid meeting as PADST may not be able to identify and communicate with the prospective bidders at this stage. Non attending of pre-bid meeting is not a disqualification.

8. CLARIFICATION ON THE TENDER DOCUMENT

Any discrepancies, omissions, ambiguities or conflicts in the tender document or any doubts as to their meaning and any request for clarification may be sent in writing to “The Joint Commissioner/Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani- 624601, Dindigul District” or through e-mail to **palanimurugan@tnhrce.com** as per Annexure-VI. The The Joint Commissioner/Executive Officer, will review the same and where information sought is not clearly indicated or specified in the tender documents, will issue a clarifying bulletin to all those who have purchased the tender documents and will also upload such clarification on **www.tnhrce.org** and **www.tenders.tn.gov.in**. The Joint Commissioner/Executive Officer will neither make nor be responsible for any oral instructions. Request for clarification should be brought to the notice of the Joint Commissioner/Executive Officer, in writing before 48 hours of the opening of the tender.

9. AMENDMENT OF TENDER DOCUMENT

PADST whether on its own initiative or as a result of a query, suggestion or comment of an Applicant or a Respondent, may modify the tender document by issuing an addendum or a corrigendum at any time before the opening of the tender. Any such addendum or corrigendum will be communicated through mail to all the bidders who had purchased the tender documents and also will be uploaded on www.tnhrce.org and www.tenders.tn.gov.in and the same will be binding on all Applicants or Respondents or Bidders, as the case may be.

10. AUTHORISATION OF THE BIDDER

The Tender should be signed by the person who is authorized for the same by the Single Applicant/ Prime Bidder of the Consortium.

11. SUBMISSION OF TENDER IN TWO COVER SYSTEM

- (a) Every page of the terms and conditions of the tender document should be signed and enclosed with the tender, in token of having accepted the tender conditions. Failing which the tender will be rejected summarily.
- (b) Tenders should be submitted in two parts:
 - i. Part I will cover Technical Bid and
 - ii. Part II will cover Price Bid
- (c) Bidders should ensure submission of all documents along with Part-I and Part II proposal as per the Check list given in Annexure -XIV.
- (d) Bidders are requested to submit Part I and Part II in a separate sealed cover superscripting as Part I and Part II respectively. These two Parts namely Part I and Part II must be placed in a separate sealed cover superscripted as “Global Tender for the Appointment of Project Management Consultant for implementation of Passenger Ropeway Project at Arulmigu Dhandayuthapani Swamy Temple, Palani, Dindigul District” and addressed to “The Joint Commissioner / Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani- 624 601”, containing the name and address of the Bidder.
Tenders submitted with unsealed cover would summarily be rejected.
- (e) Tenders should be dropped only in the tender box kept at “The Joint Commissioner / Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani-624601” on or before 03.00 PM on 07.03.2018”. Tenders will not be received by hand.
- (f) Alternatively, the tenders can be submitted through registered post so as to reach the above address on or before 03.00 PM on 07.03.2018. Tenders received after the specified time will not be considered and PADST will not be liable or responsible for any postal delays.
- (g) A tender once submitted shall not be permitted to be altered or amended.
- (h) No Applicant shall submit more than one application for the same project and an applicant applying individually or as member of consortium shall not be entitled to submit another application either individually or as member of any consortium, as the case may be.

12. EARNEST MONEY DEPOSIT

- a) The Tender should be accompanied by an Earnest Money Deposit to the value of Rs.2,00,000/- (Rupees Two Lakhs only) in the form of Demand Draft drawn on any Indian Nationalised/Scheduled Commercial Bank in favour of “Joint Commissioner / Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani” payable at Palani.
- b) The EMD in any other form will not be accepted. The Earnest Money Deposit will be returned to the unsuccessful bidders.
- c) The Earnest Money Deposit will be retained in the case of successful bidder and it will not earn any interest and will be dealt with, as provided in the terms and conditions of the tender.

- d) Any request of the bidder, under any circumstances claiming exemption from payment of EMD will be rejected and their Part II price offer will not be opened.
- e) EMD is liable to be forfeited in case the bidder fails to execute the contract after submission of the tender or after acceptance of the offer by PADST or fail to sign the Agreement or to remit the Security Deposit.

13. VALIDITY

The rate quoted in the Tender should be valid for the acceptance by PADST for a minimum period of **60 days** from the date of opening of the Tender. Escalation in the rates will not be entertained under any circumstances.

14. OPENING AND EVALUATION OF THE TENDER

- (a) The tenders received up to 03.00 PM as per the office clock on 07.03.2018 will be taken up for opening. Tenders received after specified date and time will not be accepted. The Tender will be opened by the Joint Commissioner / Executive Officer of PADST or by the Person/Committee authorized by him at 04.00 PM on the same day in the presence of the available Bidders/representatives of the Bidders who choose to be present. The Bidders or their authorized agents are allowed to be present at the time of opening of the tenders.
- (b) The Joint Commissioner / Executive Officer of PADST or Person/Committee authorized by him will inform the attested and unattested corrections, before the Bidders and sign all such corrections in the presence of the Bidders. If any of the Bidders or agents not present then, in such cases the Person/Committee will open the tender of the absentee Bidder and take out the unattested corrections and communicate it to them. The absentee Bidder should accept the corrections without any question whatsoever.
- (c) If the date fixed for opening of the tender happens to be a Government holiday, the sealed tenders will be received up to 3.00 PM on the next working day and opened at 04.00 PM on the same day.
- (d) The Technical bid will be evaluated by the committee of PADST in terms of the qualification criteria. The committee reserves the right to disqualify any of the tender in case the Committee is not satisfied with the documents furnished, including the past performances.
- (e) PADST may arrange for field inspection to verify their pre-qualifying conditions before opening of Part II cover and in case if any failure to satisfy the requirements, their Tender will be rejected and their Part-II Cover will not be opened.

15. AWARD OF CONTRACT

- (a) The tenderer who has quoted lowest price (L1) will be invited for negotiations for further reduction of price.
- (b) Upon finalization of negotiated rate, PADST will issue the Letter of Acceptance (LoA) to the successful tenderer.

16. SECURITY DEPOSIT

- a) On receipt of the Letter of Acceptance from PADST, the successful bidder should remit a Security Deposit (SD) of **5% of the total value of the Consultancy contract**, in the form of Demand Draft drawn on any Indian Nationalized/Scheduled Commercial Bank or irrevocable Bank Guarantee with a validity period of Two years in favour of "Joint Commissioner / Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani" payable at Palani, within 10 (Ten) working days from the date of receipt of letter of acceptance. The EMD shall be adjusted with the Security Deposit.
- b) Any other amount pending with PADST will not be adjusted under any circumstances, against the Security Deposit if so requested.
- c) If the SD amount is not paid within the time specified, the EMD remitted by the bidder shall be forfeited, besides cancelling the communication of acceptance of the Tender.
- d) Security Deposit amount remitted will not earn any interest.

17. AGREEMENT

The successful tenderer should execute an agreement as may be drawn up to suit the conditions on a non-judicial stamp paper of value, as prescribed in law on the date of remittance of Security Deposit and shall pay for all stamps and legal expenses incidental thereto. In the event of failure to execute the agreement, within the time prescribed, the EMD/SD amount remitted by the tenderer will be forfeited besides cancelling the Tender.

18. ISSUE OF WORK ORDER

After payment of Security Deposit and successful execution of the agreement, "Work Order" for the execution of contract will be issued to the successful bidder by PADST.

19. PERIOD OF CONTRACT

The period of this Contract shall be from the date of issue of the firm Work Order to the turnkey Contractor till the final acceptance of the project by the PADST.

20. CONSULTANCY FEE

The consultancy fee should be quoted only in Indian Rupee (INR) in the Schedule-I.

21. PAYMENT TERMS

No advance will be Paid.

The Payments shall be regulated as detailed below.

S.No	Stage of Payment	Percentage (Total Contract value)
1.	On approval of design & detailed engineering drawings by PADST	25%
2.	On completion of Testing, Trial run, Performance run & Commissioning	40%
3.	On issue of Preliminary certificate of completion of work by the Expert Committee.	25%
4.	On issue of Final certificate of acceptance of completion of work by the Expert Committee.	10%

22. PROJECT COMPLETION SCHEDULE

The entire project is scheduled to be completed within 18 months. There will not be any additional payment for the delay in execution of the project.

23. PENALTY

If it is proved that any delay in execution of project due to laxity/poor performance of the consultant, a penalty of 0.5% of the contract value will be levied for each week of the delay and maximum penalty amount shall not exceed 5% of the total PMC contract value.

24. TERMINATION OF CONTRACT

PADST reserves the right to terminate the contract at any time during the validity period on account of non-fulfillment of contract or any other reasons.

25. GENERAL CONDITIONS

- (a) Conditional Tender in any form will not be accepted.
- (b) The Tenderers are permitted to inspect the site, on any working days, on proper request to PADST office in writing.
- (c) PADST reserves the right to relax or waive or amend any of the tender conditions.
- (d) Any notice regarding any problems, to the Consultancy Services shall deemed to be sufficiently served, if given in writing at his usual or last known place of business.
- (e) It is not binding on the PADST to accept the lowest rates quoted.
- (f) PADST reserves the right to reject any or all the tenders without assigning any reason thereof.
- (g) After acceptance of the tender by PADST, the bidder will have no right to withdraw his tender.
- (h) The successful bidder shall not off load either full or part of the work to other bidder.
- (i) PADST reserves the right to accept or reject any or all the tenders in part or in totality or to negotiate with any or all the tenderers or to withdraw/ cancel/ modify this tender without assigning any reason whatsoever.
- (j) The successful bidder shall have full fledged office established in India to provide PMC.
- (k) All the certificates should be enclosed as in the Annexure - I.
- (l) The Successful bidder should negotiate the cost of proof Checking of GA Drawings, design & detailed Engineering drawings with the Turnkey contractor, which has to be paid by them as per terms & Conditions of the agreement.

26. ARBITRATION

In case of any dispute the arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. There shall be a single arbitrator agreed by both parties. The Language of the Proceedings shall be in English. The governing law shall be the laws in the State of Tamilnadu and of India, as applicable. The Venue of the arbitration shall be at Palani.

27. JURISDICTION OF THE COURT

Any dispute arising out of non-fulfillment of any of the terms and conditions of this tender/agreement or any other dispute arising out of the arbitration will be subject to the jurisdiction of the Courts in the City of Madurai.

We agree to the above terms and conditions.

SIGNATURE OF THE TENDERER

DATE:

NAME IN BLOCK LETTERS:

ADDRESS:

PART-I

Date: _____

From,

Name:
Address:
Ph:
Fax:
E-mail:

To,

The Joint Commissioner/Executive Officer,
Arulmigu Dhandayuthapani Swamy Temple,
Palani- 624601,
Dindigul District.

Sir,

Sub: Global Re-Tender for the Appointment of Project Management Consultancy for implementation of Passenger Ropeway Project at Arulmigu Dhandayuthapani Swamy Temple, Palani - Submission of Part I - Reg.

Ref: Your Tender Notice _____ dated

With reference to your Re-tender notice, we submit herewith our sealed tender for the appointment of Project Management Consultancy for implementation of Passenger Ropeway Project at Arulmigu Dhandayuthapani Swamy Temple, Palani as specified by PADST in this tender document.

We enclose the following documents:

- 1) Tender conditions duly signed in each page and enclosed in token of accepting the Tender conditions.
- 2) Demand Draft no. _____ for Rs.2,00,000/- (Rupees Two Lakhs only), in favour of "Joint Commissioner / Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani", Drawn on _____ Bank payable at Palani, towards Earnest Money Deposit.
- 3) Details of the Bidder (as per Annexure-II).
- 4) Average annual turnover statement duly certified by a Chartered Accountant as per Annexure-III (a). In case of Consortium of bidders the same has to be submitted Accountant as per Annexure-III (b).
- 5) Declaration for not having black listed either by PADST or by any other govt. agencies (as per Annexure-IV).
- 6) Declaration for not having tampered the Tender documents downloaded from the websites www.tnhrcce.org / www.tenders.tn.gov.in (as per Annexure-V).
- 7) Power of Attorney by the single applicant/lead member of consortium partner for the person to sign the tender (as per Annexure-VII).
- 8) Power of Attorney for Lead Member of consortium (as per Annexure-VIII).
- 9) List of Similar Ropeway works handled in the last 10 years (as per Annexure IX).

- 10) Experience in providing PMC for at least one passenger rope car (as per Annexure X) and having experience of capability for inspecting imported equipments.
- 11) Members of the project team to be deployed for the assignment and their role along with bio-data (as per annexure - XI)
- 12) Copy of certificate of incorporation/registration and copy of Memorandum and Articles of Association in case of single bidder and In case of consortium of bidders,
 - Certificate of Incorporation from the appropriate Authority of each consortium partner and
 - Consortium Agreement
- 13) Copy of PAN registration certificates in case of Indian Company and official documentation including Tax returns for engineering consultancy business from Tax Authorities/Statutory Authorities of the country of Incorporation in case of Foreign Partner.
- 14) The Annual Report / certified copies of Balance Sheet, Profit & Loss statement for the last 3 consecutive financial years i.e. FY 2013-14, 2014-15 and 2015-16 (or) 2014-15, 2015-16 and 2016-17. In case of Consortium of bidders the same has to be submitted for each partner.
- 15) Work Orders and Completion Certificates in support of the following:
 - 10 years of experience (as on 31st January 2018) in the field of providing engineering consultancy services.
 - Providing Project Management Consultancy services for execution of at least one passenger rope car project with a capacity of more than 1000 PPH in the last ten years as on 31st January 2018.
- 16) Detailed Curriculum vitae of the team leader/key person.
- 17) Address proof document for having a full-fledged permanent office in Tamilnadu.
- 18) Copy of GST Registration certificate in case of Indian Company.
- 19) Latest I.T return of single bidder/ prime bidder of consortium.
- 20) Notarized translated English version of the documents in a language other than English/Tamil, if any.

Yours faithfully,

SIGNATURE OF THE TENDERER

Encl: As stated above

DETAILS OF THE BIDDER

S.No.	Particulars	Description/Details
A	Name of Bidder	
B	Contact Details	
	Registered Office Address	
	Telephone No.	
	Fax	
	Email	
	Website	
C	Incorporation Details	
	Incorporation Number	
	Date of Incorporation	
	Authority	
G	Name of Authorized Signatory	
	Position	
	Telephone	
	Fax	
	Mobile	
	Email	
H	Number & Address of Offices	
	a) In Tamilnadu	
	b) Outside Tamilnadu	
	b) Outside India	

ANNUAL TURN OVER STATEMENT FOR SINGLE APPLICANT

The Annual turnover of M/s for the past three years are given below and certified that the statement is true and correct.

S.No.	Year	Turnover (Rs. in lakh)
1.	2013-2014	
2.	2014-2015	
3.	2015-2016	
4.	2016-2017	
	Total	
Average annual turnover		

Note: Average Turnover of any three consecutive financial years will be considered i.e. FY 2013-14, 2014-15 and 2015-16 (or) FY 2014-15, 2015-16 and 2016-17.

DATE :

SIGNATURE OF THE TENDERER

SIGNATURE OF CHARTERED ACCOUNTANT
(with seal and Address)

ANNUAL TURN OVER STATEMENT FOR CONSORTIUM APPLICANT

The Annual turnover of consortium bidders is certified as follows for the following years:

a) Lead/ Prime Member M/s. _____

S.No.	Year	Turnover (Rs. in lakh)
1.	2013-2014	
2.	2014-2015	
3.	2015-2016	
4.	2016-2017	
	Total	
Average annual turnover		

b) Second member of consortium M/s. _____

S.No.	Year	Turnover (Rs. in lakh)
1.	2013-2014	
2.	2014-2015	
3.	2015-2016	
4.	2016-2017	
	Total	
Average annual turnover		

Note: Average Turnover of any three consecutive financial years will be considered i.e. FY 2013-14, 2014-15 and 2015-16 (or) FY 2014-15, 2015-16 and 2016-17.

DATE :

SIGNATURE OF THE TENDERER

SIGNATURE OF CHARTERED ACCOUNTANT
(with seal and Address)

CERTIFICATE

Date: _____

Certified that M/s...../ the firm /company or its partners / shareholders had not been blacklisted by Palani, Arulmigu Dhandayuthapani Swamy Temple, (PADST) or by any Government Agencies.

SIGNATURE OF THE TENDERER
(with seal and address)

DECLARATION FORM

Date: _____

a) I/We having our office at do declare that I/We have carefully read all the conditions of tender sent to me/us by the Arulmigu Dhandayuthapani Swamy Temple, Palani (PADST), for the tenders floated vide Re-Tender ref.no._____ Appointment of Project Management Consultancy for implementation of Passenger Ropeway Project at Arulmigu Dhandayuthapani Swamy Temple, Palani, will complete the contract as per the tender conditions.

b) I/We have downloaded the tender document from the internet site **www.tnhrce.org** / **www.tenders.tn.gov.in** and I /We have not tampered / modified the tender document in any manner. In case, if the same is found to be tampered / modified, I/ We understand that my/our tender will be summarily rejected and full Earnest Money Deposit will be forfeited and I /We am/are liable to be banned from doing business with PADST or prosecuted.

SIGNATURE OF THE TENDERER
(with seal and address)

CLARIFICATION ON TENDER DOCUMENT FORMAT

BIDDER'S REQUEST FOR CLARIFICATION			
Name and Address of the Organization submitting request		Name and Position of Person submitting request	Contact Details of the Organization / Authorized Representative
			Tel:
			Fax:
			Email:
S.No	Reference(s) (Section, Page)	Content of Tender requiring Clarification	Points of clarification required
1.			
2.			
3.			

SIGNATURE OF THE BIDDER

(with seal and address)

FORMAT FOR POWER OF ATTORNEY BY THE SINGLE APPLICANT/LEAD MEMBER TO AUTHORIZED SIGNATORY

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act)

We, M/s_____ (name of the firm/company with address of the registered office) hereby constitute, appoint and authorize Mr/Ms..... (name and residential address) who is presently employed with us and holding the position of.....as our attorney, to do in our name and on our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work _____ (name of work) including signing and submission of applicable proposals, participating in the meetings, responding to queries, submission of information / documents and generally to represent us in all the dealings with PADST or any other Government/Agency or any person, in connection with the works until culmination of the process of bidding till the Contract Agreement is entered into with PADST and thereafter till the expiry of the Contract Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the Day of_____2018

(Signature and name of authorized signatory)

Signature of the Power of Attorney Holder

Witness 1:
Name:
Address:

Witness 2:
Name:
Address:

POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act)

Whereas Palani, Arulmigu Dhandayuthapani Swamy Temple (PADST) has invited bids for the appointment of project management consultancy for implementation of passenger ropeway project at Arulmigu Dhandayuthapani Swamy Temple, Palani, Dindigul District.

Whereas and..... (Collectively the “Consortium”) being Members of the Consortium are interested in bidding in accordance with the terms and conditions of the Tender, and

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

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,.....having our registered office at....., and M/s., having our registered office at (hereinafter collectively referred to as the “Consortium Members”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the PADST, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid and/ or upon award thereof till the completion of entire contract.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our

said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2018

For
(Signature, Name & Title)

For
(Signature, Name & Title)

Witness 1:

Name:

Address:

Witness 2:

Name:

Address:

**LIST OF SIMILAR ROPEWAY WORKS HANDLED IN
THE LAST 10 YEARS**

(Please provide the details for each project along with work order from the client)

Name of the work	
Location of the Work	
Description of the Project	
Scope of work	
Project Cost	
Capacity of the Rope car	
Type of Rope Car	
Commencement date	
Completion date	
Name & address of the client	
Contact Person & Phone number	

**EXPERIENCE IN PROVIDING PMC FOR ATLEAST ONE PASSENGER
ROPECAR PROJECT WITH A MINIMUM CAPACITY OF 1000 PPH
INVOLVING A PROJECT COST OF RS. 75.00 CRORES OR MORE IN
THE LAST TEN YEARS**

(Please provide the details for each project along with work order from the client)

Name of the work	
Location of the Work	
Description of the Project	
Scope of work	
Project Cost	
Capacity of the Rope car	
Type of Rope Car	
Commencement date	
Completion date	
Name & address of the client	
Contact Person & Phone number	

PROJECT TEAM FOR THE ASSIGNMENT

S.No	Name	Designation	Role in the assignment	Relevant Experience (years)	Assessment of Imported Equipments for Ropecar
1	2	3	4	5	6

PART-II

From,

Name:

Address:

Ph:

Fax:

E-mail:

To,

The Joint Commissioner / Executive Officer,
Arulmigu Dhandayuthapani Swamy Temple,
Palani- 624601,
Dindigul District

Sir,

Sub: Global Re-Tender for the Appointment of Project Management Consultancy for implementation of Passenger Ropeway Project at Arulmigu Dhandayuthapani Swamy Temple, Palani - Submission of Part II – Price Offer - Reg.

Ref:- Our Tender (Technical Bid) submitted for “Appointment of Project Management Consultancy for implementation of Passenger Ropeway Project at Arulmigu Dhandayuthapani Swamy Temple, Palani”

In continuation of our above tender, we submit herewith the price offer for the “appointment of project management consultancy for implementation of passenger ropeway project at Arulmigu Dhandayuthapani Swamy Temple, Palani” as specified by PADST in this tender document. We agree to abide by the terms and conditions stipulated by the PADST and also agree to complete the entire contract, at the rates quoted by us. The rate quoted and approved by the PADST in this tender will hold good as per PADST tender conditions.

Yours faithfully,

SIGNATURE OF THE BIDDER

FINANCIAL BID

S.No	Description	Amount (Rs.)
1.	*Consultancy Charges inclusive of travel and other incidentals but exclusive of Cost of Proof Checking of GA Drawings, Design and Detailed Drawings	
2.	Taxes, if any	
	Total	

Amount in Words: Rupees _____ only

* Please refer clause: 25(1)

SIGNATURE OF THE TENDERER
(with seal and address)

CHECKLIST OF DOCUMENTS**Documents to be enclosed in Part-I:**

S.No	Checklist	Enclosed (Yes/No)	Reference in the Bid (Page No.)
1.	A covering letter on your letter head addressed to The Joint Commissioner/ Executive Officer, Arulmigu Dhandayuthapani Swamy Temple (PADST), Palani- 624 601 (as per Annexure-I)		
2.	Tender conditions duly signed in each page and enclosed in token of accepting the Tender conditions		
3.	Demand Draft for Rs.2,00,000/- Rupees Two Lakhs only), in favour of “Joint Commissioner / Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani”, payable at Palani, towards Earnest Money Deposit.		
4.	Details of the Bidder (as per Annexure-II)		
5.	Average annual turnover statement for single applicant duly certified by a Chartered Accountant as per Annexure-III (a)		
6.	Average annual turnover statement for consortium applicant duly certified by a Chartered Accountant as per Annexure-III (b)		
7.	Declaration for not having black listed either by PADST or by any other govt. agencies (as per Annexure-IV).		
8.	Declaration for not having tampered the Tender documents downloaded from the websites (as per Annexure-V).		
9.	Power of Attorney by the single applicant/lead member of consortium partner for the person to sign the tender (as per Annexure-VII)		
10.	Power of Attorney for Lead Member of consortium (as per Annexure-VIII).		
11.	List of Similar Ropeway works handled in the last 10 years (as per Annexure IX)		
12.	Experience in providing PMC for at least one passenger rope car (as per Annexure X) and having experience of capability for inspecting imported equipments.		
13.	Members of the project team to be deployed for the assignment and their role along with bio-data (as per annexure - XI)		

S.No	Checklist	Enclosed (Yes/No)	Reference in the Bid (Page No.)
14.	Copy of certificate of incorporation/registration and copy of Memorandum and Articles of Association in case of single bidder and In case of consortium of bidders, <ul style="list-style-type: none"> • Certificate of Incorporation from the appropriate Authority of each consortium partner and • Consortium Agreement 		
15.	Copy of PAN registration certificates in case of Indian Company and official documentation including Tax returns for engineering consultancy business from Tax Authorities/Statutory Authorities of the country of Incorporation in case of Foreign Manufacturer.		
16.	Copy of GST Registration certificate in case of Indian Company.		
17.	The Annual Report / certified copies of Balance Sheet, Profit & Loss statement for the last 3 consecutive financial years i.e. FY 2013-14, 2014-15 and 2015-16 (or) 2014-15, 2015-16 and 2016-17. In case of Consortium of bidders the same has to be submitted for each partner.		
18.	Work Orders and Completion Certificates in support of the following: <ul style="list-style-type: none"> • 10 years of experience (as on 31st January 2018) in the field of providing engineering consultancy services. • Providing project management consultancy services for implementation of at least one passenger rope car project with a minimum capacity of 1000 PPH involving a project cost of Rs. 75.00 Crores or more in the last ten years as on 31st January 2018. 		
19.	Detailed Curriculum vitae of the team leader/key person.		
20.	Address proof document for having a full-fledged permanent office in Tamilnadu		
21.	Latest I.T return of single bidder/ prime bidder of consortium.		
22.	Notarized translated English version of the documents in a language other than English/Tamil, if any.		

Documents to be enclosed in Part-II

S.No	Checklist	Enclosed (Yes/No)
1.	A covering letter on your letter head addressed to The Joint Commissioner/ Executive Officer, Arulmigu Dhandayuthapani Swamy Temple (PADST), Palani- 624601 (as per Annexure-XII)	
2.	Price Bid as per Annexure-XIII of the Tender document.	

Note: Tenders submitted in unsealed cover would summarily be rejected.