



**National Highways and Infrastructure Development Corporation Ltd
(Ministry of Road Transport & Highways)
Government of India**

Request for Proposal

Consultancy Services for preparation of Feasibility Report, Architectural & Structural Design of Automated Parking System at various locations in India.

BID DOCUMENT

**PTI Building, 3rd Floor, Parliament Street, New Delhi
June, 2019**

DISCLAIMER

The information contained in this tender document or subsequently provided to Bidder(s) or Applicant's whether verbally or in documentary form by or on behalf of National Highways & Infrastructure Development Corporation (NHIDCL) or any of their employees or advisors, is provided to the Bidders on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.

This tender document is not an agreement and is not an offer or invitation by the NHIDCL to any parties other than the Applicants who are qualified to submit the proposal's Bidder(s). The purpose of this document is to provide the Bidders with information to assist the formulation of their proposals. This document does not purport to contain all the information each bidder may require. This document may not be appropriate for all persons, and it is not possible for NHIDCL, their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this document and where necessary obtain independent advice from appropriate sources. The NHIDCL, their employees and advisor make no representation or warranty and shall incur no liability under any Law statute rules or resolutions as to be accuracy reliability or completeness of the RFP document.

NHIDCL may in their absolute discretion but without being under any obligation to do so, update amend or supplement the information in this document.

National Highways & Infrastructure Development Corporation Ltd.

Contract No.: NHIDCL/ACP/DPR/2019

Date: 10.06.2019

NOTICE INVITING TENDER

Consultancy services for the preparation of Feasibility Report, Architectural & Structural Design of Automated Parking System at various locations in India.

(The locations are divided into four zones viz. North zone, South zone, East zone and West zone as specified in Clause no. 5 , Section VI of RFP).

2. Bid Document Fee: Rs. 2,000/- **Bid Security:** Rs. 50,000/- **(Demand Draft** in favour of Managing Director, National Highways and Infrastructure Development Corporation Ltd)

3. Scope of Activities:- As per tender document

4. Who can Apply

Any reputed consultant full-filling technical & financial criteria for selection, who has completed Architectural and Structural Design work for at least one work of similar nature such as multilevel car parking, underground car parking, and multistory building including parking, costing Rs. 5.00 crore or two similar works each of Rs. 3.00 crore or three similar works of Rs. 2.00 Crore each, during last 07 (seven years) with Central/State Government/ Central Autonomous Body/ Central Public Sector Undertaking/Municipal body. The firm should have minimum average annual turnover of Rs. 70.00 Lakh during the last 03 (three) Financial Year (ending FY 2018-19).

5. How to Apply

The complete Tender Documents can be downloaded from the website of NHIDCL <http://nhidcl.com/current-tenders/> and e-portal (CPPP) website. Bid should be submitted online in the prescribed format given in the aforesaid websites. Further, Technical Bid (comprising the EMD, Cost of Bid Document, Power of Attorney, etc) shall be submitted in Physical form as well in addition to online submission, in a sealed envelope super scribed as 'Technical Bid' on the envelop. Financial Bid is to be submitted in online mode only as per the BoQ. No other mode of submission is acceptable. In case of any discrepancy between documents submitted online and documents submitted in the physical form, the documents submitted in Online form shall prevail over the documents submitted in Physical form.

The bid should be accompanied by a fee by Demand Draft amounting to Rs. 2,000/- (as bid document fee) payable at New Delhi in favour of Managing Director, National Highways and Infrastructure Development Corporation Ltd.

6. A pre-bid meeting in this regard has been fixed on 17.06.2019 at 16.00 hrs in the Headquarter, National Highways & Infrastructure Development Corporation Ltd., 3rd Floor, Press Trust of India Building, 4- Parliament Street, New Delhi-110001.

7. The Bid/Proposal must be submitted in the manner specified in the RFP document to the address given below.

Rajeev Sood
General Manager (T)
2nd Floor,PTI Building
NHIDCL HQ, New Delhi-01

8. If any information furnished by the applicant is found incorrect at any stage, He/She shall be liable to be debarred from tendering/ taking up any work in NHIDCL, MoRTH, NHA and allied associated organizations of MoRTH for the period as may be specified. NHIDCL reserves the right to verify the particulars furnished by the applicant independently. Conditional Tenders are liable to be rejected.

9. Any modification to this tender process or document will only be hoisted on NHIDCL website www.nhidcl.com and CPP portal (www.eprocure.gov.in) of NIC.

10. Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

Bid Document /NIT Publishing Date	10.06.2019 (1500hrs)
Bid Document Download / Start Date	10.06.2019 (1500hrs)
Clarification Start Date (Pre bid queries)	10.06.2019 (1500hrs)
Clarification End Date(Last date for receipt of pre bid query)	17.06.2019 (1100 hrs)
Pre bid meeting	17.06.2019 (1600 hrs)
Authority's response to pre-bid queries latest by	19.06.2019 (1500 hrs)
Bid Submission Start Date	10.06.2019 (1500hrs)
Bid submission End Date (online & physical Copy)	01.07.2019 (1500hrs)
Opening Date of Technical Bid	02.07.2019 (1500hrs)
Date of uploading of list of Technically Qualified Applicants	To be intimated later
Date of Opening of Financial Bids of Qualified Applicants	To be intimated later

SECTION I

Invitation for Bids (IFB)

Bid No. _____

Dated _____

LETTER OF INVITATION TO ELIGIBLE CONSULTANTS

for

PROVIDING CONSULTANCY SERVICES FOR

Preparation of the Feasibility Report, Architectural & Structural Design of Automated Parking System at various locations in India.

1. The complete tender documents can be downloaded from the website of NHIDCL <http://nhidcl.com/current-tenders/> and e-portal (CPPP) website. Bid should be submitted online in the prescribed format given in the aforesaid websites. Further, Technical Bid (comprising the EMD, Cost of Bid Document, Power of Attorney, etc) shall be submitted in Physical form as well, in a sealed envelop super scribed as 'Technical Bid' on the envelop. Financial Bid is to be submitted in online mode only as per the BoQ. No other mode of submission is acceptable. In case of any discrepancy between documents submitted online and documents submitted in the physical form, the documents submitted in Online form shall prevail over the documents submitted in Physical form.
2. Part-I (Technical Bid) will be opened on 02.07.2019 at 1500 hrs in the presence of Bidder's representatives, who choose to attend in the Office of General Manager(Tech)-I, NHIDCL,3rd Floor, PTI Building, 4, Parliament Street, New Delhi. Bids not accompanied by Bid Security will be considered non-responsive and rejected.
3. Part-II Financial Bid of only those Bidders (who are found substantially suitable in the technical bid evaluation) will be opened in the Office of General Manager(Tech), NHIDCL,2nd Floor, PTI Building, 4, Parliament Street, New Delhi. The date of opening will be informed to eligible contractors.

All proposals will be assessed in accordance with good professional practice. The weight ages and associated specific technical evaluation criteria are given as under:

Technical Bid

a) Experience in similar works (last seven years)	75%
b) Annual turnover (last three years)	25%

1. The successful Bidder will be chosen from the group of qualifying Bidders ("eligible Bidders for financial bid") achieving benchmark score i.e 75 % after technical bid evaluation as per the criteria set out by the Evaluation Committee as mentioned in Clause 17 of Section II (ITB) of RFP. The final qualifying Bidder for the assignment will be the one, whose Financial bid is lowest amongst the qualifiers.
2. The total time period for the assignment at a particular location will be 3 months. Whenever any client will approach NHIDCL to explore the possibility of setting up Automated Car Parking System at a location, NHIDCL in written , will intimate the selected Consultant for the preparation of Feasibility Report, Architectural & Structural Design of Automated Car Parking System at that location and the Consultant shall complete the requisite assignment in 3 months period as per the time schedule at SECTION V of RFP.
3. NHIDCL will not be responsible for any delay, loss or non-receipt of proposal sent by post/courier.
4. The Proposal shall be submitted in English Language and all correspondence would be in the same language.

SECTION II
INSTRUCTIONS TO BIDDERS

1. General

These instructions set out the requirements for the preparation of proposal in a form acceptable to the National Highways & Infrastructure Development Corporation Ltd. (hereinafter referred to as "NHIDCL").

The Bidders are invited to submit a Technical and a Financial proposal for consultancy services required for providing consultancy services for preparation of Feasibility Report, Architectural & Structural Design of Automated Parking System at various locations in India (The locations are divided into four zones viz. North zone, South zone, East zone and West zone as specified in Clause no. 5 of Section VI).

The NHIDCL will select a firm among the shortlisted firms in accordance with the method of selection indicated in this Request for Proposal (RFP).

This "Request for Proposal" comprises:

- Covering Letter
- Instructions to Bidders
- Standard Form of Contract Terms of Reference
- Forms of Proposal

2. Clarifications

Bidders requiring any clarification on the RFP document may notify NHIDCL in writing till 17.06.2019 upto 1100 hrs. NHIDCL shall upload the response on its website, including a description of the enquiry but without identifying its source

All correspondence / enquiries should be submitted to the following in writing by email

ATTN. OF:	Rajeev Sood
DESIGNATION:	General Manager (Tech) - I
ADDRESS:	2 nd Floor, PTI Building, 4, Parliament Street, New Delhi – 110001
E-MAIL ADDRESS:	gm5@nhidcl.com

3. Amendments to RFP

3.1 At any time prior to the Proposal Due Date, as indicated in the RFP Time Schedule, NHIDCL may, for any reason, whether at its own initiative or in response to clarifications requested by Bidder, amend the RFP by the issuance of Addenda.

3.2 Any Addendum thus issued would be in writing and shall be uploaded on the NHIDCL website.

3.3 In order to afford Bidders reasonable time to take the Addendum into account, or for any other reason, NHIDCL may extend the Proposal Due Date.

4. Language and Currency.

4.1 The Proposal and all related correspondences and documents shall be written in English language.

4.2 The currency for the purpose of the Proposal shall be in Indian Rupee (INR).

5. Bid Validity

5.1 The Proposal shall indicate that it would remain valid for a period not less than One hundred and twenty days (120) days from the opening of the bid. NHIDCL reserves the right to reject any proposal that does not meet this requirement. (As per Annexure G)

5.2 Prior to expiry of the Proposal Validity Period, NHIDCL may request the Bidders to extend the period of validity for a specified additional period.

5.3 The Successful Bidder shall, where required, extend the Proposal Validity Period till the date of execution of the consultancy contract.

6. Site Visit

Whenever any client will approach NHIDCL to explore the possibility of setting up Automated Car Parking System at a location, NHIDCL in written , will intimate the selected Consultant for the preparation of Feasibility Report, Architectural & Structural Design Automated Car Parking System at that location . The Consultancy fee should be inclusive of the all the site visit required to be made by the selected Consultant as and when required in relation to the Contract.

7. Preparation of Proposal :

The technical proposal must provide the following information:

- i) Structure and organization of the firm with complete details as per Annexure – A.
- ii) Financial details/information as per Annexure – B.
- iii) Details of all, similar works completed in the last 7 years as per Annexure – C.
- iv) Details of all ongoing similar works or awarded as per Annexure-D.
- v) Performance on Completed or ongoing similar works shall be furnished through Experience Certificates as per format given in Annexure – E.
- vi) Anti – Collusion certificate as per Annexure - F.
- vii) Any additional information required as per this document.
- viii) Power of Attorney in the name of the Authorized Representative of the Firm.

Note: The technical proposal shall not include any financial information.

Financial Proposal:

Financial proposal shall be submitted only in online mode in the portal mentioned in NIT. The quoted price shall be inclusive of all taxes including GST.

8. Submission of Proposal

8.1 Bidders would provide all the information as per this RFP and in the specified format. NHIDCL reserves the right to reject any proposal that is not in the specified format.

Part I – Technical Bid

Technical Bid as per the format described in Section VIII, along with relevant supporting documents. The technical bid should be submitted in physical form as well as online in CPP portal.

The proposal and its copy shall be typed or printed. All the alterations, omissions, additions, or any other amendments made to the proposal shall be initialed by the person(s) signing the Proposal.

An authorized representative of the firm should initial all pages of the proposal, and also to submit the proof of authorization in the form of Power of Attorney, backed by Board resolution, if any.

Part II – Financial Bid

Financial Bid should be submitted in online mode only in the CPP portal as per the provision of Bill of Quantities (BoQ). The quoted price should be inclusive of all taxes including GST.

The bidder has option to quote their price for all zones or any particular zone out of the 4 zones mentioned in BoQ. However, the selected bidder shall be considered from each zone, who quotes the lowest price for that particular zone. For avoidance of doubt, if the bidder 'A' submits their bid for 3 zones and the bidder 'B' submits their bid for all 4 zones; and if the quoted price of bidder 'A' is lowest in all three zones or any zone, he shall be declared the successful bidder for that zone. Bidder 'B' may be declared successful for remaining zone, if he quotes the lowest.

Employer reserves it's right to determine the number of jobs, the L-1 bidder may handle and it shall be prerogative of the Employer to allocate jobs / assignment of that particular zone to other bidders,(except the L-1 bidder) at the rate quoted by the L-1 bidder.

9. Sealing and Marking of Bid

9.1 The envelope containing the technical bid should be sealed and marked as "Technical Bid". The Bidder on the cover of the envelope should clearly mention the Name and Address of the Bidder and also the name of the project i.e. Consultancy Services for preparation of the Feasibility Report, Architectural & Structural Design of Automated Parking System at various locations in India.

9.2 All the communications shall be addressed to:

ATTN. OF:	Rajeev Sood
DESIGNATION:	General Manager (Tech) - I
ADDRESS:	2 nd Floor, PTI Building, 4, Parliament Street, New Delhi – 110001

E-MAIL ADDRESS: gm5@nhidcl.com

9.3 If the envelope containing the Technical Bid is not sealed and marked as instructed above, the Proposal may be deemed to be non-responsive and liable for rejection. NHIDCL assumes no responsibility for the misplacement of premature opening of the proposal submitted if the same is not in accordance with the prescribed format.

10. Proposal Due Date

10.1 Proposal should be submitted on or before 01.07.2019 in the manner and form as detailed in this RFP.

10.2 NHIDCL, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum

11. Late Proposals

Any Proposal received by NHIDCL after the 'Proposal Due Date' will not be accepted.

12. Modification and Withdrawal of Proposals.

12.1 The Bidder may modify or withdraw its proposal after submission, provided that written notice of the modification or withdrawal is received by **NHIDCL** before the 'Proposal Due Date. No proposal shall be modified or withdrawn by the bidder after the 'Proposal Due Date'.

12.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 11 with envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" and also "PART I: TECHNICAL BID" and "PART II: FINANCIAL BID" as appropriate.

13. Bid Security

13.1 The Bidder shall furnish, as a part of his bid, a Bid Security of Rs. 50,000/- (Fifty Thousand Only) in the form of bank draft in favour of "Managing Director, National Highways and Infrastructure Development Corporation Ltd" payable at New Delhi, The Bid Security shall remain valid for a period of 90 days beyond the original validity period of the bid, and beyond any extension period subsequently requested.

13.2 Any bid not accompanied by Bid Security shall be summarily rejected by the NHIDCL as nonresponsive.

13.3 The Bid Security of unsuccessful Bidders will be returned after signing of Contract Agreement with the successful bidder.

13.4 The Bid Security of the successful Bidder will be returned when the Bidder has signed the Agreement and furnished the required Performance Security.

13.5 The Bid Security shall be forfeited:

- a. If a Bidder withdraws its Proposal during the period of Proposal validity, or
- b. If the Bidder does not accept the correction of arithmetic errors in his bid price, or
- c. In the case of a successful Bidder, if the Bidder fails within the specified time to:
 - (i) sign the agreement, and
 - (ii) furnish the required performance security

14. Test of Responsiveness

14.1 Prior to evaluation of Proposals, NHIDCL will determine whether each Proposal is responsive to the requirements of the RFP, A proposal shall be considered responsive if:

- a) It is received before 1500 Hrs. (IST) on the 'Proposal Due Date'.
- b) Proposals are accompanied by Bid Security as per Clause 13.
- c) It is signed, sealed and marked as stipulated in Clause 9.
- d) It contains the information and documents as requested in RFP.
- e) It contains information in the format as specified in RFP.
- f) It mentions the validity period as set out in Clause 5.0 (as per format of Annexure G). There are no inconsistencies between the Proposal and the supporting documents.

14.2 NHIDCL reserves the right to reject any Proposal which in its opinion is non-responsive and no request for modification on withdrawal shall be entertained by NHIDCL in respect of such Proposals.

15. Performance Security

15.1 Within 10 (ten) calendar **days** from the date of issue of the Letter of Acceptance from the NHIDCL, the successful Bidder shall furnish to the NHIDCL a Performance Security in an amount of **10 % (Ten percent)** of the Contract Price as per the format specified in Section III (A) and in accordance with the Conditions of Contract.

15.2 Failure of the successful Bidder to provide the requisite Performance Security in accordance with the requirements of Clause 15.1 shall constitute grounds for annulment of the award and forfeiture of the Bid Security made at the time of bidding.

15.3. Contract Agreement shall be signed after the receipt of Performance Security from the successful bidder.

16. Pre-bid Meeting:

16.1 If required, the Bidder or his official representative may attend a pre-bid meeting, which will be held in NHIDCL HQ, New Delhi on 17.06.2019 at 1600 hrs.

16.2 The Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

16.3 The Bidder is requested to submit any question/clarification in writing or by email to reach the NHIDCL on or before 17.06.2019 upto 1100 Hrs.

16.4 The text of the questions raised and the responses given, will be uploaded on NHIDCL website, Any modification of the bidding documents which may become necessary as result of the pre-bid meeting, shall be made by the NHIDCL exclusively through the issue of an Addendum.

17. Evaluation of Proposal

17.1 Proposals will be assessed in accordance with good professional practices.

The specific evaluation criteria is given as under:

Sr. No	PARAMETER	SCORE
1	Technical Bid	100
1.1	Experience in Providing consultancy or execution of works of similar nature works such during last seven years.	75
1.2	Annual turnover (last three year)	25

Financial submission of only those Bidders who achieve the Benchmark Score i.e 75 % for their technical proposal would be opened.

18. Evaluation Methodology

18.1 Technical Bid Evaluation (100 marks)

- a. This score shall be based on an assessment of the Technical Submission of the Bidder. The total maximum points under this evaluation of Technical Proposal are 100 marks.

1.0	Technical Submission	75
1.1	<p>Work experience of similar works such as multilevel parking, underground car parking, and multistory building including parking etc (last 7 years)</p> <p>(i) Less than one work : 0 mark (ii) One Work : 50 marks (iii) More than 1 work : 5 marks for each additional work with maximum 25. Marks</p> <p>(One similar work of Rs. 5.00 crore will be considered as one similar work ; two similar works each of Rs. 3.00 crore but less than Rs. 5.00 crore will be considered as one similar work ; three similar works each of Rs. 2.00 Crore but less than Rs. 3.00 crore will be consider as one similar work for the evaluation process)</p>	
1.2	<p>Annual turn over for the last 3 years</p> <p>(i) Less than Rs. 70.00 Lakh : 0 mark (ii) Equal to Rs. 70.00 Lakh : 20 marks (iii) More than Rs. 70.00 Lakh : 1 marks for each additional Rs. 5.00 Lakh Turnover with maximum 5 marks</p>	25
	Total	100

- b. The computation of the Technical Status of Bidder Assessment would be based on

the details provided in Technical Bid.

- c. The evaluation on the Present Technical Proposal would be qualitative & to the best judgment & discretion of NHIDCL evaluation committee. The marks so assigned by NHIDCL would be final and binding on the Bidder.
- d. The composite score under the Technical Proposal would be the arithmetic sum of the marks assigned to the bidder under each of the parameters listed above.

18.2 Financial bid

- a. Financial proposals shall be opened for only those Bidders who would have obtained benchmark score of 75 % in technical evaluation.
- b. NHIDCL shall notify in writing to the bidders the technical score, and intimate the date and time for opening the financial proposal.
- c. The bidder bidding the lowest price for a particular zone out of the 4 zones will be considered the successful bidder for that particular zone and will be considered for award of work.

The bidder has option to quote their price for all zones or any particular zone out of the 4 zones mentioned in BoQ. However, the selected bidder shall be considered from each zone, who quotes the lowest price for that particular zone. For avoidance of doubt, if the bidder 'A' submits their bid for 3 zones and the bidder 'B' submits their bid for all 4 zones; and if the quoted price of bidder 'A' is lowest in all three zones or any zone, he shall be declared the successful bidder for that zone. Bidder 'B' may be declared successful for remaining zone, if he quotes the lowest.

Employer reserves it's right to determine the number of jobs, the L-1 bidder may handle and it shall be prerogative of the Employer to allocate jobs / assignment of that particular zone to other bidders,(except the L-1 bidder) at the rate quoted by the L-1 bidder.

19. Rejection of Bid

19.1 NHIDCL reserves the right to accept or reject any or all of the Proposals without assigning any reasons and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Consultancy Contract, without liability or obligation for such acceptance, rejection and annulment.

19.2 Deleted.

19.3 NHIDCL reserves the right to reject any Proposal at any time; if;

- a) a material misrepresentation made at any stage in the bidding process is uncovered; or
- b) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal.

19.4 If such disqualification / rejection occurs after the Bids have been opened and the Successful Bidder get disqualified / rejected, then NHIDCL reserves the right to:

- a) declare the bidder bidding the next lowest bid, as the preferred bidder, and where warranted, invite such bidder to equal or lower the rates secured by such disqualified

Successful Bidder; or

- b) take any such measure as may be deemed fit in the sole discretion of NHIDCL, including annulment of the bidding process.

19.5 Conditional proposals shall not be accepted.

20. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the short-listed bidders would not be disclosed to any person not officially concerned with the process. NHIDCL would treat all information submitted as part of the Proposal in confidence and will ensure that all who have access to such material treat it in confidence. NHIDCL would not divulge any such information unless ordered to do so by any Government Authority that has the power under law to require its disclosure.

21. Miscellaneous

21.1 Tax Deduction at source in respect of income tax etc. will be made as per prevalent rule and regulation. Nothing extra will be payable to consultant on this account.

21.2 Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope of work and other factors having a bearing on the execution of the work as mentioned in Terms of Reference.

21.3 The consultants shall not be permitted to tender for works in NHIDCL (responsible for award and execution of contracts) in which his near relative is posted in NHIDCL. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in NHIDCL. Any breach of this condition by the bidder would render him liable to be removed from the list of pre-qualified consultants for this work.

21.4 Time is and will be Essence of work.

22. Location of the Project:

The locations are divided into four zones viz. North zone, South zone, East zone and West zone as specified in para 5 of Section VI of RFP.

SECTION III (A)

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

[Contract No.: NHIDCL/ACP/DPR/2019]

To
Managing Director, NHIDCL
National Highway & Infrastructure Development Corporation Ltd.
PTI Building, 3rd Floor , Parliament Street
New Delhi-110001

WHEREAS..... (name and address of contractor) hereinafter called "the contractor" has undertaken, in pursuance of LOA No..... Dated to execute..... (Name of Contract and brief description of Works) (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a Bank Guarantee by a Nationalized/Scheduled bank of India for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREOF we hereby affirm that we are the guarantor and responsible to you on behalf of the Contractor, up to a total of Rs..... (amount of guarantee) (Rupees..... (in words), such sum being payable in the Types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument any sum or sums within the limits of (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall also be operatable at our, New Delhi office, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

The liability of Bank under this Guarantee shall not be affected by any change in the constitution of the contractor or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. (Rs. in words) and the guarantee shall remain valid till

_____. Unless a claim or a demand in writing is served upon us on or _____ before all our liability under this guarantee shall cease.

Signature and Seal of the Guarantor with Name.....

Designation.....

Employee Code.....

Name of the Issuing Bank.....

Branch.....

Address.....

Phone no.....

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalance bids, if any and denominated in Indian Rupees.

Not to be a part of BG:

Note: Information about the issuance of Performance Bank Guarantee may be submitted through SFMS gateway to the Syndicate Bank, Transport Bhawan, New Delhi (SYNB009062) to aid in the process of confirmation of Bank Guarantee.

Section III (B)
CONTRACT AGREEMENT

For

Providing Consultancy Services for Feasibility Report, Architectural & Structural Design of Automated Parking System Transport Bhawan, 1, Parliament Street, New Delhi

This Agreement made this _____ day of _____ 2019 between General Manager on behalf of Managing Director, National Highways & Infrastructure Development Corporation Ltd.(hereinafter called the Employer) of the one part and _____(hereinafter called the Bidder) of the other part.

Whereas the Employer is desirous to hire Consulting services for Providing Consultancy Services for Feasibility Report ,Architectural & Structural Design of Automated Parking System at Transport Bhawan, 1, Parliament Street, New Delhi And has accepted a Bid by the Bidder for the execution and completion of such works and the remedying of any defect therein,

Now this Agreement witnessed as follows:

1. The following documents shall be deemed to form and be read and considered as part of this Agreement, viz.:
 - (a) The Letter of Acceptance;
 - (b) The Instruction to Consultants;
 - (c) The Technical Bid;
 - (d) Terms of Reference & Schedule of Payment; and
 - (e) The Financial Bid
 - (f) General conditions of the contract
 - (g) Scope of work
2. In consideration of the payments to be made by the Employer to the Consultant as hereinafter, the Consultant hereby covenants with the Employer to carry out the works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Consultant in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

In witness whereof the parties hereto have caused this Agreement to be executed on _____ day of month and year _____.

Signed, Sealed and Delivered in the presence of:

Binding Signature of Employer

Binding Signature of Consultant

SECTION IV

GENERAL CONDITIONS OF THE CONTRACT

1 LANGUAGE AND LAW

1.1 The language of the contract is English and the law governing the contract is that in force in the NCT of Delhi, India,

2 DEFINITIONS

2.1 "NHIDCL" means the National Highways & Infrastructure Development Corporation Ltd.

2.2 "The Consultant" means the firm or company with whom the Contract is placed.

2.3 "The Consultancy Contract" means the contract between NHIDCL and the Consultant consisting of this Contract and the documents listed therein.

2.4 "The Services" means those activities more particularly defined in Section VI (*Term of Reference/Scope of Work*) as referred to RFP document.

2.5 "The Contract Price" means the total Contract price to be paid by NHIDCL to the Consultant for the performance of their obligations under this contract.

2.6 "The Contractor" means the Consultant for Providing Consultancy Services for Providing Consultancy Services for preparing the Feasibility Report , Architectural & Structural Design of Automated Parking System at various locations in India.

3 PREVIOUS COMMUNICATIONS

3.1 This Contract constitutes the entire agreement and supersedes all previous communications between the parties.

4 NOTICE

4.1 Any notification under this Contract shall be served on the party concerned when received by hand delivery courier delivery, or registered letter at the address given below:

Address: **General Manager (Tech)-I**
 NHIDCL, 2nd Floor, PTI Building,
 4- Parliament Street, New Delhi

5 OBLIGATIONS OF THE CONSULTANT

5.1 The Consultant shall perform the services and carry out their obligation hereunder with all due diligence efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The consultant shall always act, in respect of any matter relating to this contract or to the Services, as faithful adviser to the NHIDCL, and shall at all times support and safeguard the NHIDCL's legitimate interests in any dealing with third parties.

6 COMMUNICATIONS

6.1 Communications between parties, which are referred to in the conditions, are effective only when in writing.

7. TIME PERIOD

7.1 The total time period for the assignment at a particular location will be 3 months. Whenever any client will approach NHIDCL to explore the possibility of setting up Automated Car Parking System at a location, NHIDCL in written , will intimate the selected Consultant for the preparation of Feasibility Report, Architectural & Structural Design of Automated Car Parking System at that location and the Consultant shall complete the requisite assignment in 3 months period as per the time schedule at **SECTION V**.

7.2. When there is an upward revision of time schedule of the assignment, the consultant shall seek extension of time, well in advance from NHIDCL, bringing out reasons for the revision.

8. Fees and Payment Terms

8.1 Payment shall be made in Indian Rupees.

8.2 For the performance of the services by the consultant, NHIDCL shall pay the consultant a fee of amount as finalized through the tender. The above fees shall be all-inclusive of all taxes including GST. **The payment of the above fees shall be linked to specific deliverables/milestones as provided in Schedule of Payment section V.**

9. SUBCONTRACTING

9.1 If the Consultant cause any part of the Work to be performed by a **Subconsultant**, the provisions of this Contract shall apply to such Subconsultant of his employees as if he or they were employees of the Consultant and the Consultant shall be liable for the work of the **Subconsultant**. **No subcontracting shall be made without the prior written approval of the Employer**

10. SUSPENSION

The NHIDCL may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if consultant fail to perform any of their obligation under this contract, including the carrying out of the services, provided that such notice of suspension (I) shall specify the nature of the failure, and (II) shall request the Consultant to remedy such failure within a period not exceeding ten (10) days after receipt by the consultant of such notice of suspension.

11. CONSULTANT'S RISKS

Except as in clause 13 of this contract, consultant shall be solely responsible for all risks of loss of or damage to physical property and of personnel injury and death which arise during and in consequence of its performance of the Contract.

12. EMPLOYER'S RISKS

The Employer shall be responsible for excepted risks which are (a) insofar as they directly affect the execution of the work in the Employer's country, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot, commotion or disorder (under restricted to the **Consultant's** employees), and contamination from any nuclear fuel or nuclear waste of radioactive toxic explosive.

13. CONFIDENTIALITY

13.1 The Consultant hereby undertakes to maintain secrecy and confidentiality of the information/documents received by it and knowledge acquired by it from NHIDCL, in the course of performance of the Services. This obligation shall not apply to information in the public domain, already known/deemed to be known to the public or information acquired from a third party or information required to be disclosed to a court or government agency or pursuant to any information to a court or government agency pursuant to such statutory obligation.

13.2 The Consultant and NHIDCL hereby agree and undertake to treat all correspondence exchanged between the Consultant and NHIDCL with regard to the Services as confidential and privileged, unless otherwise agreed to be the Parties.

14. Settlement of Disputes:

14.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract the interpretation thereof. Any dispute between the Parties as to matters arising pursuant to this Contract which 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 hereunder:

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with procedures of the Arbitration & Conciliation Act 1996, of India unless the Consultant is a foreign national/firm, where arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

14.2 in any arbitration proceeding ;:

(a) Proceedings shall, unless otherwise agreed by the parties, be held in Delhi.

(b) The English language shall be the official language for all purposes; and

(c) The decision of sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

Fee structure shall be as indicated below:

Sr. No	Particulars	Maximum amount payable per Arbitrator/ per case*
1	Arbitrator fee	Rs. 15,000/- per day subject to a maximum 4 lacs Or Rs 2.5 lacs (lump sum) subject to publishing the award within 12 months.
2	Reading Charges	Rs 15,000/-
3	Secretarial Assistance and Incidental charges (telephone, fax, postage etc.)	Rs 20,000/-
5	Charges for Publishing /declaration of the Award	Maximum of Rs. 20,000/-
6	Other expenses (as per actual against bills subject to the prescribed ceiling) Traveling Expenses Lodging and Boarding	Maximum ceiling Economy class (by air), First class AC (by train) and AC car (by road) 1. Rs 15,000/- per day (in metro cities) 2. Rs 7,000/- per day (in other cities) 3. Rs. 3,000/-perday, if any Arbitrator makes their own arrangements.
7	Local Travel	Rs. 1500/- per day
8.	Extra charges for days other than hearing/meeting days (maximum for 2 days)	Rs. 3,500/- per day
Note:-	<p>1. Lodging, boarding and travelling expenses shall be allowed only for those members who are residing 100 kms. away from place of meeting.</p> <p>2. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro Cities.</p>	

15. Compensation Clause

(i) Recovery from Performance Security **Bank Guarantee** / Running Payment of an equivalent amount shall be made for the loss incurred by the NHIDCL, directly or indirectly due to the consultant, and due to breach of contract. Compensation for delay in providing service can be levied and breach of contract on which decision of NHIDCL shall be final. The consultant will provide services quickly, so that no delay is caused to execution of main work. In case consultant fails to comply this, the compensation @2.5% per month calculated on daily basis, for the period of delay subject to maximum compensation @10% of the contract price /contractual amount will be levied and same will be recovered from Performance Security **Bank Guarantee** / Running Payment.

(ii) In addition to above a penalty @ Rs 5000/- per day/ per absence shall be made, if the consultant fails to attend any meeting related to the work without prior permission of NHIDCL.

16. Breach of Contract

Any deviation in the time schedule of each activities for pre construction, during construction and post construction phase will be treated as breach of contract and action as per various contract clause will be taken.

17. Determination of the Contract

Subject to other provisions contained in this clause, the NHIDCL may, without prejudice to his any other rights or remedy against the consultant in respect of any delay in providing consultancy services/ non-performance any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract if any of the following cases.

- i) If the consultant has, without reasonable cause, suspended the progress of the work or has failed to proceed with the consultancy work with due diligence so that in the opinion of the Employer (which shall be final and binding) he will be unable to achieve the desire targets and consultants do not pay attention in this regard so after a notice in writing of seven days from the Employer.
- ii) If the consultant persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the NHIDCL.
- iii) If the consultants shall obtain a contract with NHIDCL as a result of wrong tendering or other non-bonafied methods of competitive tendering.
- iv) If the consultants being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administrative of his estate made against him or shall take any proceedings for liquidation or completion (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- v) If the consultants being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or manager or which entitle the court to make winding up order.
- vi) If the consultants assigns, transfers, sublets or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works for any portion thereof without the prior written approval of the NHIDCL.

- vii) If the consultancy is not started by the consultants as per the term of reference as well as not started in the time.
- viii) If consultant is not doing jobs/duties/ under contract with due diligence and fairness, the NHIDCL, shall have powers:
 - a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Authorised representative of NHIDCL shall be conclusive evidence). Upon such determination or rescission, the earnest money deposit, security deposit/performance security already recovered under the contract shall be liable to be forfeited.
 - b) After giving notice to the consultants to wind up the consultancy job and to take an unexecuted part out of his hands and to give it to another consultant to complete the consultancy job. The consultants, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance consultancy work

In the event of above courses being adopted by NHIDCL, the consultants shall have no claim to compensation for any loss sustained by him. And in case action is taken under any of the provision aforesaid, the consultants shall not be entitled to recover or be paid any sum for any consultancy work thereof or actually performed under this contract unless and until the employer (NHIDCL) is satisfied about the performance of such consultancy work and the value payable in respect thereof and the consultant shall only be entitled to be paid the eligible value.

- 18. Any amount due towards consultant whether on account of levy of compensation under above clause 20 or damages under above clause 22 which can not be met from Performance Security Bank Guarantee /amount due to consultant in respect of consultancy work done will be recovered from the consultants amounts due to consultant in respect of other contracts in NHIDCL. In case it is not possible to recover through above means, the recovery suits can be filed in Court of Law in this regard.

19. TERMINATION OF CONTRACT ON DEATH OF CONSULTANT

Without prejudice to any of the rights or remedies under this contract, if the consultant dies, the Employer, (NHIDCL) shall have the option of terminating the contract without compensation to the contractor.

SECTION V

PAYMENT SCHEDULE and Timelines for Activities

Stages	Description	Timelines for Activities	Payment in % of the Contract value
Stage I	Preliminary report with parking demand assessment, proposed technology to be used, tentative layout and cost estimate	Within 3 weeks from Date of commencement of Consultancy Assignment	15 %
Stage II	Final Feasibility report	Within 2 weeks after Stage I	20 %
Stage III	Draft DPR	Within 2 weeks after Stage II	25 %
Stage IV	Approval and security clearances	Within 2 weeks after Stage III	15 %
Stage V	Final DPR	Within 2 weeks after Stage IV	15 %
Stage VI	Bid Contract Document	Within 1 week after Stage V	10 %

Section VI

1.0 Scope of Services

NHIDCL intends to explore the possibility of setting up multilevel automated parking system at various locations in India. In order to accomplish the task, the consultancy services are proposed to be procured which shall cover but not limited to the following major tasks defined as below :-

- i. To prepare the feasibility report for having the parking system in consonance with the prevailing bye laws & other statutory regulations of the governmental instrumentalities in addition to detailed architectural, traffic management drawings with the view of optimum utilization of space, structural design, geometrical design Mechanical ventilation, firefighting system /sprinklers as well as wetriser system, smoke evacuation during fire, up flow down flow ramps, water harvesting system arrangement, drainage system, boundary wall, exit and entry gate, drinking and raw water system and other ancillaries of parking areas etc. any other statutory requirement as per NBC further the BOO as per the scheduled item of DSR, market rate items based on the above scope shall be submitted.
- ii. The tender document for execution work shall be prepared out of one of the two alternatives as will be approved by the Employer.
- iii. To carryout, structural/geometrical design, and drawing of any other component related with this work but not specifically mentioned above and to do modification in structural design and drawing of the member, if required by the Employer as per site requirement/suggestions of the proof consultant. The decision of NHIDCL or his authorized representative in this regard shall be final and binding on the Consultant.
- iv. To design entire system comprising of all such requirement such as intelligence vehicle access control system (IVACS), parking lot signal, bay guidance system, necessary lighting arrangements following the all design standards such as disability glare, foot candle, full cut of type fixture, horizontal luminance light trespass, applied, uniformity ratio (U.R.O)
- v. To prepare 'good for construction' drawings for implementation of project and to provide more detail drawings, if required, by the Employer. Initially consultant shall submit three sets of design and drawings in hard forms and one set in soft form. There after six sets of finally approved design and drawing in hard form and two in soft form. The Consultant shall submit any additional set of drawing and design calculations in the required no. of copies as may be required by the Employer.
- vi. The consultant shall tender necessary assistance in getting the design and drawings approved from the Proof Consultant. It will be the responsibility of the Consultant

- to get the designs and drawings approved from the proof consultant. The Consultant shall furnish all the relevant supporting documents, additional design calculations required by the Proof Consultant. The cost of getting the design approved from the proof consultant shall be borne by the consultant.
- vii. To provide documentation for good practices for maintenance of all the component of project.
 - viii. To provide plan for the smooth movement of traffic at the time of execution of the project without causing undue hindrance to movement of traffic.
 - ix. Consultant shall obtain all types of necessary clearances required for implementation of the project on the ground from the statutory bodies/concerned agencies as per requirement.
 - x. To attend pre-bid meeting with the intending tenderers and provide clarifications on points other than commercial clarification raised by tenderers and to prepare corrigendum and clarification document, if any, in consultation with the Employer after pre-bid meeting.
 - xi. To provide every assistance, guidance and advice in general to the Employer or his authorized representative on any matter concerning all aspects of the project including checking of designs and drawings of formwork, staging, temporary works etc submitted by the construction contractor.
 - xii. To identify sources of construction materials and vendors list;

2.0 Technical Bid Submission Format

The technical bid shall consist of the following documents:

- 1.** Structure and organization of the firm with complete details as per Annexure-A.
- 2.** Financial details / information as per Annexure – B.
- 3.** Details of all, similar works completed in the last 7 years as per Annexure – C.
- 4.** Details of all ongoing similar works or awarded as per Annexure D.
- 5.** Performance on Completed or ongoing works shall be furnished as per Annexure – E.
- 6.** Anti – Collusion certificate as per Annexure - F.
- 7.** Covering letter from tenderer detailing various considerations in the tender without disclosing financial bid.
- 8.** Registration of the Firm.
- 9.** Duly executed copy power of attorney in original along with its two certified copy in the name of tenderer authorized representative to act on behalf of tenderer in case of firm of partnership etc.
- 10.** Bid Security Document in Original
- 11.** Reference to or copy of detailed text / literature if any, which might have been followed by the tenderer while making his proposal.
- 12.** Details of infrastructure including software etc.
- 13.** Any other information required as per this document.

Note: The Technical Proposal shall not include any financial information

3.0 Terms of Reference

General:

1. NHIDCL seeks the services of qualified firms for preparing Technical Feasibility Report and Concept Plan along with Financial Feasibility (Business Plan) and Bid Documents for the appointment of Developer for the development of Multi Level Parking Complex for various locations in India.
2. NHIDCL plans to develop the car parking projects as self-sustaining projects with the developers being provided area for commercial development and operations under a suitable agreement towards operations and management of the project.
3. The Consultant shall assist NHIDCL in selection of prospective developers for the identified sites. The services under this task shall include providing technical inputs for preparation of bid documents and evaluating the conceptual designs/ Technical Bid submitted by the prospective developers. Further, Consultant shall prepare plans integrating with other multimodal transport system planned at the respective sites.
4. The Consultant shall be guided in its assignment by the required Manuals and standards as per NBC, concerned IS codes and any other such document that NHIDCL may suggest. The Consultant shall be responsible for preparing Bid Documents including the Technical Schedules of the Concession/ Contract Agreement.
5. The Consultant shall assist NHIDCL by furnishing clarifications as required for financial appraisal and legal scrutiny of the conceptual plans, business plans and Bid Documents.
6. The Consultant shall also participate in the pre-bid conference with the Applicants and manage the process of Bid on behalf of NHIDCL in normalising the technical and financial aspects of the project including the Technical and Financial Feasibility Report, concept plan and Bid Process Management.
7. The Consultancy fee should be inclusive of the site visits required to be made by the selected Consultant as and when required in relation to the subject work.
8. NHIDCL reserves its right to terminate the Contract at any stage of deliverable if need arises and the Contractor should not claim any thing extra on that account.

4.0 Detail Scope of Work

The Scope of services shall comprise the following, but not limited to:

A. Part I – Preparation of DPR

- i. **Review** : of previous reports/drawing/data if any and verify the available drawings of the site.
- ii. **Parking Demand Assessment**: The consultant shall carry out required traffic surveys for assessment of parking demand at the site. Estimate demand in terms of number of vehicles for time horizons of 25 years.
- iii. **Traffic Integration Plan**: The consultant shall develop suitable traffic integration plan for the parking facility. A proper traffic impact assessment study using micro – simulation tools such as Vissim, Aimsun etc. or similar simulation tools, shall be conducted to determine expected tight spots and traffic congestion points in the transport network considering proposed circulation plan and infrastructure provisions and also taking into account the future traffic load. The model shall be built by collecting necessary traffic data (traffic volume counts, intersection counts, speed studies) and calibrated as per industry standards. Various traffic simulation scenarios shall be run to develop and evaluate alternative traffic improvementschemes.
- iv. **Technology specification** :The consultant shall recommend in its Proposal , the Technology viz. conventional ramp based/mechanised MLCP including number of ECS, area per ECS, dimensions of the parking bay/ slot, average dimension of the car, number of underground levels, floor plans for each level, maximum depth of the construction, maximum height of the total parking structure, maximum clear height of each basement, maximum and average retrieval time of a vehicle in the parking structure, number of entry and exit bays, number of car lifts, details and specifications of ramp as per the technology.
- v. **Studies, Surveys and Investigations** - The Consultant shall carry out a detailed survey of the site and the surrounding areas to prepare accurate site plans. A report shall be prepared on topographic survey along with the photographs of important locations
- vi. **Geotechnical Survey** - In order to provide reasonable detail to the Applicants for assessing the type and cost of foundation of buildings and structures the Consultant shall carry out geotechnical investigations including conducting Laboratory and Field Test as per BIS along with the analysis of results and preliminary foundation design to determine nature of construction.
- vii. **Assessment of Development control norms** – The consultant shall assess the Local Building bye laws, development regulations, permitted land use and FSI at the site, rules for obtaining permission FSI, TDR, etc., for the proposed site; Details of similar commercial developments in the vicinity/city; Commercial development at the

Parking site,if essential for sustainability of the Project. Hence, the Consultant shall assess and recommend optimum commercial space in the Project. However, any such commercial development should be able to co-exist with the parking and surrounding areas of the airport in a complementary and harmonious manner.

- viii. **Concept Plans of the project;** - The consultant shall prepare detailed conceptual plans and elevations according to development norms applicable to the project. The requirements of pedestrians and physically disabled persons are to be specially taken care of.
- ix. **Project cost & time:** Preparation of indicative Cost Estimates and Estimated time for completion of Project.
- x. **Assessment of commercial potential for the project (market assessment)** – The consultant shall do a detailed assessment of commercial potential in terms of market size, product mix and rentals that may be plausible at the project site.
- xi. **Tariff Assessment** – The consultant shall analyse the tariffs charged across cities for parking. The tariff structure shall be designed in such a manner so as to optimize parking revenues.
- xii. **Financial Analysis** – The consultant shall prepare the financial model for development of the project and carry out the financial feasibility assessment for the project.
- xiii. **Operation and maintenance strategy** for the redevelopment/development area of the project.
- xiv. **Risk Assessment** of the project.
- xv. **Selection of Business Development Model-** Based on financial assessment and risk assessment the consultant shall suggest the best fit project structure.

The DPR will be approved by NHIDCL.

5.0. Location of the Project

The locations are divided into four zones viz. North zone, South zone, East zone and West zone as specified below:

North zone	South zone	West zone	East zone
Delhi	Andaman and Nicobar Islands.	Dadra and Nagar Haveli.	Bihar
Chandigarh	Andhra Pradesh	Daman and Diu.	Orissa
Haryana	Karnataka	Goa	Jharkhand
Jammu and Kashmir	Kerala	Gujarat	West Bengal
Himachal Pradesh	Lakshadweep	Maharashtra	Arunachal Pradesh
Uttar Pradesh	Puducherry	Rajasthan	Assam
Punjab	Tamil Nadu	Madhya Pradesh	Manipur
Uttarakhand	Telangana	Chattisgarh	Meghalaya
			Mizoram
			Nagaland
			Sikkim
			Tripura

SECTION VIII

TENDER APPLICATION FORM

Date:
Contract No. :

To:

Rajeev Sood
General Manager(Tech)
NHIDCL
3rd Floor, PTI Building,
4-Parliament Street, New Delhi-110001

Sir,

Having examined the tender documents, the receipt of which is hereby duly acknowledged, I/We the undersigned offer to carry out **Consultancy Services for Feasibility Report ,Architectural & Structural Design of Automated Parking System at Transport Bhawan, 1, Parliament Street, New Delhi**, as per the financial bid attached.

I/We undertake, if our Tender is accepted, to commence the operation within_____ days calculated from the date of receipt of your Letter of Intent/Notification of Award of Contract.

I/We agree to abide by this proposal for a period of 120 day from the date fixed for Tender opening under (Clause 6 of the Instructions to bidders) and it shall remain binding upon us and may be accepted at any time before the expiration of the period.

Until a formal contract is prepared and executed, this proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

Dated this.....day of.....200.....

SEAL OF COMPANY.....

(Signature of the Authorized Representative)

ANNEXURE – 'A'

STRUCTURE AND ORGANISATION

1. Name and address of the Firm
2. Telephone No./Telex No./ Fax No./E-mail ID
3. Legal status attach copies of :
 - a) Article / Memorandum of Association
 - b) Power of Attorney
4. Particulars of registration with various Government bodies (Attach attested photocopy)
 - a) Registered Number.
 - b) Organization / place of registration
5. Bio-data (Curriculum Vitae) of working heads Deployed by the Applicant/firm:

ANNEXURE-B

FINANCIAL INFORMATION

Name of Firm:

S. NO.	DESCRIPTION	Financial Year		
		16-17	17-18	18-19 [#]
i)	Gross Annual turnover in Consultancy works, construction works			
	Average Annual Turnover			

(Signature of the Authorized Signatory)

Note:

(i) The Bidder shall submit Audited Balance Sheet and Profit & Loss Account Report of last 3 Financial Years i.e. ending Financial Year 31st March 2019 (duly certified by Chartered Accountant.

(ii) The Bidder shall submit a certificate from Chartered Accountant as a proof of turnover for the last three Financial Years i.e. 2016-17, 17-18 & 18-19.

If audited Balance Sheet & Profit & Loss account for Financial Year 2018-19 is not available, then unaudited Balance Sheet certified by Chartered Accountant may be submitted by the bidder.

ANNEXURE - 'C'

Details of all, similar works completed in the last 7 years

Name of Firm:

S.NO	NAME OF PROJECT	COST OF WORK IN CRORES	DATE OF START AS PER CONTRACT	STIPULATED DATE OF COMPLETION	ACTUAL DATE OF COMPLETION	NAME OF OWNER / SPONSORING ORGANISATION	NAME, ADDRESS & TELEPHONE NO OFFICERTO WHOM REFERENCE MAY BE MADE	DETAILS OF SALIENT FEATURES OF THE PROJECT	REMARKS / DISPUTE DETAILS WITH EMPLOYER.
1	2	3	4	5	6	7	8	9	10

ANNEXURE – 'D'

Details of all ongoing similar works or awarded

Name of Firm:

S. NO	NAME OF PROJECT AND LOCATION	OWNER OF SPONSORING ORGANISATION	COST OF WORK	DATE OF COMMENCEMENT AS PER CONTRACTOR	STIPULATED DATE OF COMPLETION	UPTO DATE PROGRESS OF WORKS FINANCIAL / PHYSICAL	NAME, ADDRESS & TELEPHONE OF OFFICER TO WHOM REFERENCE MAY BE MADE	DETAILS OF SALIENT FEATURES OF THE PROJECT
1	2	3	4	5	6	7	8	9

ANNEXURE — 'F'

FORMAT FOR ANTI — COLLUSION CERTIFICATE

Anti — Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our bid for the proposals, we have not acted in concert or in collusion with any other Bidder or other person (s) and also not done any act, deed or thing which is or could be regarded as anti — competitive.

We further confirm that we have not offered or will offer any illegal gratification in cash or kind to any person or agency in connection with instant Proposal.

Dated this _____ Day of _____ 2010.

(Name of the Bidder)

(Signature of the Authorized Person)

(Name of the Authorized Person)

Note:

1. This Annexure should be presented on the letterhead of the Bidder

Annexure – ‘G’

I, the undersigned do hereby undertake that our firm M/s _____ agree to abide by this bid for a period of **120** days after the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

DATE

(To be notarized by Notary)