



National Highways & Infrastructure Development Corporation  
Limited

**(Ministry of Road Transport & Highways, Govt. of India)**

**PART DESIGN, CONSTRUCTION, OPERATION & MAINTENANCE (For a  
Period of 5 Years) OF FULLY AUTOMATIC MULTI-LEVEL CAR PARKING  
SYSTEM AT CENTRAL CIVIL SECRETARIAT, ITANAGAR, ARUNACHAL  
PRADESH**

Contract No: NHIDCL/AMLCP Const Work/AP/2020

**VOLUME 1**

**NOTICE OF INVITATION TO TENDER**

**QUALIFICATION CRITERIA DOCUMENT**

**INSTRUCTIONS TO TENDERERS**

**FORM OF TENDER**

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**NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD**  
**(NHIDCL)**

**Ref: NHIDCL/AMLCPConstWork/AP/2020**

**Date: 15.12.2020**

**TO**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FROM**

General Manager (Technical)  
NHIDCL,  
3<sup>rd</sup> Floor, PTI Building,  
4, Parliament Street,  
New Delhi - 110001

**Part Design, Construction, Operation & Maintenance (For a Period of 5 years) of Fully Automatic Multi-level Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh**

**NOTICE OF INVITATION TO TENDER**

(4<sup>th</sup> Call)

National Highways & Infrastructure Development Corporation Ltd. (NHIDCL) invites sealed tenders for the part design, Construction, Operation & Maintenance (For a Period of 5 years) of Fully Automatic Multi-level Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh. The tender documents describing the Scope of Work and Terms and Conditions for the Contract are available for purchase. The documents can also be downloaded from our web site at: [www.eprocure.gov.in](http://www.eprocure.gov.in) & [www.nhidcl.com](http://www.nhidcl.com)

**SCOPE OF WORK:** The Scope of work consists of Part Design, Construction, Operation & Maintenance (For a Period of 5 years) of Fully Automatic Multi-level Parking System with shuttle technology at Central Civil Secretariat, Itanagar, Arunachal Pradesh.

In case of JV/, It may be noted that the members on the basis of whose works your JV/ is qualified shall be responsible for the execution of the main activities like construction of parking structure, setting up of fully automatic parking system. This aspect shall be clearly reflected in MOU/Agreement of your JV/ to be submitted along with the Bidding Document.

Key Details:-

<b>Approximate cost of work</b>	<b>Rs. 16.25 Crore (<u>Rupees Sixteen Crore, Twenty-Five Lakh Only</u>) excluding GST</b>
<b>Tender Security amount</b>	Rs. 16,25,000/- <u>Sixteen Lakh, Twenty Five Thousand</u>
<b>Completion period of the Work</b>	<b><u>15 Months from</u></b> Date of Commencement
<b>Last date of Seeking Clarification</b>	18.12.2020; queries to be submitted in soft/hard copy.
<b>Pre-bid Meeting</b>	18.12.2020 at 15:00 Hrs through Video Conferencing.
<b><u>Last date for replying to pre-bid queries/issuing corrigendum</u></b>	<b><u>21.12.2020</u></b>

<b><u>Bid submission start date</u></b>	<b><u>22.12.2020</u></b>
<b><u>Last date for bid Submission</u></b>	<b><u>29.12.2020 (up to 11:00 Hrs.)</u></b>
<b><u>Date &amp; time of opening of Technical Bid</u></b>	<b><u>30.12.2020 (at 11:30 Hrs.)</u></b>
<b>Document Cost</b>	The Copies of Tender documents can be purchased on payment of non-refundable fee of Rs. 5900 (inclusive of 18% GST).
<b>Authority and place for purchase of tender documents, seeking clarifications and submission of completed tender documents</b>	General Manager (Technical) National Highway & Infrastructure Development Corporation Ltd. (NHIDCL) PTI Building, 3rd Floor, 4, Parliament Street, New Delhi-110001 Ph. 011-2346 1684 E-mail: gm.infra@nhidcl.com

Tender Documents comprise of the following Eight volumes:

- Volume 1
  - Notice of Invitation to Tender
  - Qualification Criteria Document
  - Instructions to Tenderers (including Annexures)
  - Form of Tender (including Appendices)
- Volume 2
  - General Conditions of Contract
  - Special Conditions of Contract
- Volume 3
  - Employer's Requirements
- Volume 4
  - Outline Construction Specifications
- Volume 5
  - Tender Drawings
- Volume 6
  - Bill of Quantities / Pricing Document
- Volume 7
  - Condition of Contracts on Environment, Health & Safety (EHS)
- Volume 8
  - Reference Document - Geotechnical Report

Please note carefully the requirements for submitting tenders, and the date and time for submittal. Late or delayed tenders will not be considered for evaluation and shall not be received or returned unopened.

## QUALIFICATION CRITERIA DOCUMENT

### Part I - Instruction to Applicants

#### 1.1 ELIGIBLE APPLICANTS

- 1.1.1 For the purpose of this qualification an Applicant can be an individual firm or a Group (in the form of a Joint Venture. In case of a Group, all members of the Joint Venture (JV) shall be jointly and severally liable for the performance of whole contract.
- 1.1.2 In case of a Group, only relevant members shall be considered for fulfilment of eligibility requirement as provided in this qualification criteria document. A member of the Joint Venture (JV) shall be considered relevant if it has minimum percentage participation of 25% in the Joint Venture.
- 1.1.3 Applicant's attention is drawn to paragraph 1.1.1 above. In the case of applications from Group, a statement of participation from each constituent member shall be submitted to the effect that they are bona fide members of the Group and that, in the event of qualification; they agree to be jointly and severally liable to NHIDCL under the contract(s) which may be subsequently awarded to the Group. Details of the existing or proposed joint venture, partnership agreement in the form of a Memorandum of Understanding (MOU) signed by all participants shall be submitted. International contractors who are considering forming joint ventures, partnerships or consortia for the purpose of applying for qualification, are encouraged to involve suitable local partners.
- 1.1.4 Applicants shall not have a conflict of interest. All Applicants found to have a conflict of interest in this qualification process shall be disqualified. Applicants shall be considered to have a conflict of interest, if:
- (a) One firm applies for qualification both as an individual firm and part of in a Group(s).
  - (b) Applicants in two different applications have controlling shareholders in common;  
or
  - (c) Submit more than one application in this qualification process.
  - (d) The Applicant has either participated or lent or temporarily seconded their personnel to such a consultant involved in the preparation of the design or technical specifications of the works that are the subject of this qualification.
  - (e) The firms or personnel from neighbouring countries sharing common land border with India are not eligible to bid for the subject project. Such firms will be treated as 'Non responsive'.**
  - (f) The Bidder including individual or any of its JV Member, who are either having 2 (two) on- going project(s) in NHIDCL or on-going projects worth of Rs. 500 Cr. (Awarded cost) or more in NHIDCL, as on date of bid submission, shall not be eligible to bid for this project (Issuance of LOA will be considered as on -going project)**

Explanation:

- a) An LOA issued for any project shall be counted as an on-going project.

b) Projects having EPC cost of Rs. 25 Crore or less shall not be counted for this purpose.

c) In case of a company, the related parties means related parties as defined in the Companies Act, 2013 and in case of a bidder other than a company the related parties means bodies in which the bidder or its partners are partner, trustee or directors in other bodies whether incorporated or not.

To substantiate this, the bidder shall provide an undertaking giving list of all such related parties and projects being executed by the related parties in NHIDCL.

A certificate in this regard from Statutory Auditor (with UDIN) shall also be provided by the bidder.

**(g) The technology and material from the neighbouring countries sharing common land border with India is not permitted**

1.1.5 A firm, which has purchased the Tender Documents in its name, can submit a Tender either as an individual firm or as a joint venture.

1.1.6 List of Similar Projects completed during last 8 years along with copy of the Performance Certificate and Completion Certificate duly issued by the Client, meeting the eligibility requirements as specified in clause 1.2 of Minimum Eligibility Criteria.

1.1.7 Should have had average annual financial turnover of Rs 6.50 Crore on construction work during the last Five Financial Years ending FY2019-20.

1.1.8 Audited Balance Sheet and Profit & Loss Account Statement of last 5 financial Years ending FY 2019-20 and should not have incurred any loss in more than two years during last 5 financial Years ending FY 2019-20.

1.1.9 Permanent Account Number (PAN).

1.1.10 GST Registration details.

**1.2 MINIMUM ELIGIBILITY CRITERIA**

1.2.1 **Work Experience:** The applicant will qualified only if they have the experience of following similar works in last 8 years :

**(a) One work of Rs. 13.00 Crore (i.e. 80% of estimated cost) for 90 ECS.**

(or)

**(b) Two works of Rs. 9.75 Crore each (i.e. 60% of estimated cost) for 70 ECS.**

(or)

**(c) Three works of Rs. 6.50 Crore each (i.e. 40% of estimated cost) for 45 ECS.**

The “**similar work**”: means Construction of Tower/ Robo-shuttle type Automated Multi Level Car Parking including Building/Structure work either Overground or Underground.

1.2.1.1 For the minimum eligibility criteria in clause 1.2.1 above, successfully completed portion of any ongoing work will also be considered.

- 1.2.1.2 In case of Joint Venture, the work done either by the same joint venture or by any member of the joint Venture shall be considered for minimum eligibility criteria. The work, if done in Joint Venture will be taken as per the percentage participation.
- 1.2.1.3 The documentary proof such as Completion Certificates from Clients and concerned Consultant/Architect for such work should be submitted clearly indicating the technology, ECS and Final completion cost and overall completion period of the work. The offers submitted without these documentary proof shall not be evaluated and shall be treated non responsive.
- 1.2.1.4 A bidder must have experience of similar works as Original Equipment Manufacturer (OEM). In case, a bidder does not have experience as OEM, he may participate by having MoU with an OEM or any civil contractor having experience of OEM.
- 1.2.1.5 Joint Venture is allowed of maximum 2 partners/members, out of which one should be Original Equipment Manufacturer (OEM) and JV or any member has executed Automatic car parking with Tower/Robo-shuttle technology including Building/Structure work either Overground or Underground in India in the last 8 years ending on the date of publication of tender.
- 1.2.1.6 Original Equipment Manufacturer (OEM): provision of technology, installation, testing and commissioning of automated car parking system with tower/robo-shuttle technology as shown in the tender drawings of minimum 03 (three) system in India / 10 (ten) system world over and must have an experience of operation and maintenance of the system of comparable technology for minimum 2 years totalling 100 ECS.

### **1.3 QUALIFICATION CRITERIA DOCUMENT**

- 1.3.1 The QUALIFICATION CRITERIA document comprises of two parts as follows:
- Part I Instruction to Applicants
- Part II Evaluation Criteria
- 1.3.2 **Cost of Application:** The Applicant shall bear all costs associated with the preparation and submission of its application. NHIDCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the qualification process.

### **1.4 LANGUAGE OF THE APPLICATION**

- 1.4.1 The application as well as all correspondence and documents relating to the qualification exchanged by the Applicant and NHIDCL, shall be in English. Supporting documents and printed literature that are part of the application may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the application, the translation shall govern.

### **1.5 SIGNING OF THE APPLICATION AND NUMBER OF COPIES**

- 1.5.1 The Applicant shall submit the original set of the qualification documents issued by NHIDCL. This submission should be clearly marked as "ORIGINAL". The original of the application shall be typed and shall be signed by persons duly authorized to sign on

behalf of the Applicant. Any supporting document relevant to tender document may also be submitted along with the tender.

- 1.5.2 The Applicant shall also submit one copy of the signed original application and clearly mark it "COPY" (which should be photocopy of the original set). In the event of any discrepancy between the original and the copy, the original shall prevail.
- 1.5.3 An authorized representative shall have the authority to conduct all business and incur liabilities related thereto for and on behalf of the firm or Group it represents, during the qualification and tendering periods and during contract execution. In case of a JV the authorization shall be signed by legally authorised signatories of all the partners. Such necessary authorizations, duly notarised, shall be attached to the application.

**1.6 Details of Bank account for cost of document fee is as under:**

The fee for the document amounting to **Rs. 5,900/- (Rupees Five Thousand Nine Hundred only)** (Rs. 5,000/- plus GST@18%) (Non-refundable ) is to be deposited online (RTGS/NEFT/Other online mode) to the NHIDCL's Bank account as mentioned below. A copy of payment receipt (RTGS/NEFT/Other online mode) must be submitted.

Sl. No.	Particular	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002610
3	Beneficiary Bank Branch Name and Address	Syndicate Bank, Transport Bhawan, 1st Parliament Street, New Delhi 110001
4	Beneficiary Bank Branch IFSC	SYNB0009062
5	SWIFT Code (For Foreign Bidders)	SYNBINBB126

**1.7 Details of Bank Account for SFMS Confirmation of Bank Guarantee or deposit of EMD/Bid Security for the subject work is as under:**

S. No.	Particulars	Details
	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
	Beneficiary Bank Account No.	90621010002659
	Beneficiary Bank Branch IFSC	SYNB0009062
	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi

	<b>Beneficiary Bank Address</b>	Syndicate Bank, Transport Bhawan, 1st Parliament Street, New Delhi- 110001
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## Part II - EVALUATION CRITERIA

### 2.1 INTRODUCTION

This Part II, Evaluation Criteria contains the criteria, factors and methods that NHIDCL will use to evaluate the application. This Evaluation Criteria is prepared for use in evaluating the Applicants for their suitability to execute contracts for the work.

### 2.2 VALUATION FACTORS

To be Qualified, the Applicants are required to demonstrate their capabilities by providing material based on their experience, past performance, their technical and organizational capability, equipment and financial resources.

### 2.3 EVALUATION CRITERIA

Evaluation shall be done in two stages:

#### Stage - I : Initial Filter/ Technical Experience

The Applicants will be first evaluated on the initial criteria, which will act as an initial filter. The Initial Filter Criteria are in **Form C**. The applicants who do not pass this test will not be evaluated further.

#### Stage –II : Financial and Technical Soundness

Applicants who pass the Initial Filter Test will be evaluated as per **Form A**

2.3.1 NHIDCL has to finalize its purchase/contracts within a limited time schedule. Therefore, it may not be feasible for NHIDCL to seek clarifications in respect of incomplete offers. Prospective bidders are advised to ensure that their bids are complete in all respects and conform to NHIDCL's terms, conditions and bid evaluation criteria of the tender. Bids not complying with NHIDCL's requirement may be rejected without seeking any clarification.

2.3.2 All bidders shall furnish the following information and documents with their bids as prescribed in Part-III, Qualification Information of RFP.

- a) Scanned copies of original documents defining the constitution or legal status, place of registration, and principal place of business; scanned copy of written Power of Attorney of the signatory of the Bid to commit the Bidder; & original copy of Written Power of Attorney to be submitted in the envelop of physical form.
- b) Scanned copy of experience certificate of works of similar nature for each of the last eight financial years as mentioned in Clause 1.2.
- c) Scanned copy of reports on the financial standing of the Bidder, and a certificate from Statutory Auditor as a proof of turnover for the last five financial years ending FY 2019-20.
- d) Scanned copy of information regarding any litigation or arbitration during the last five years in

which the Bidder is involved, the parties concerned, the disputed amount, and the present status;

e) Record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in the completion, litigation history or financial failure etc. or debarring from MORTH/NHIDCL/NHAI/MoSHIPPING works etc. during last 5 year

2.3.3 To qualify for award of the contract, each bidder in its name should have the following:

- (a) Achieved an average annual financial turnover equal to 40% of total estimated cost i.e. the amount indicated in NIT during last five financial years (ending financial year 2019-20), duly certified by Statutory Auditor/Chartered Accountant.
- (b) Satisfactorily completed, as a prime contractor (or as a nominated subcontractor provided further that all other qualification criteria are satisfied) similar works during last Eight years are satisfied.

The “*similar work*”: means Construction of Tower/Robo-shuttle type Automated Multi Level Car Parking including Building/Structure work either Overground or Underground.

2.3.4 Each bidder must upload the scanned copies of following documents along with the Submission of online bidding:

- (a) Demand Draft/Bankers cheque/ Bank Guarantee/ RTGS as applicable of any scheduled Bank against EMD.
- (b) An affidavit on a Stamp Paper, duly attested from the Notary Public, that the information furnished with the bid documents is correct in all respects; and such other certificates as defined in Part- III.

Failure to submit the certificates/documents as specified above shall make the bid non-responsive.

2.3.5 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- (a) Made misleading or false representations in the forms, statements, affidavits and Attachments submitted in proof of the qualification requirements; and/or
- (b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. or debarring from MoRTH/NHIDCL/NHAI/MoSHIPPING work etc.
- (c) Tampered the bid document in any manner.

**PART – III**  
**QUALIFICATION INFORMATION**  
**(To be filled by Bidder)**

The information to be filled in by the Bidder in this section & document submitted in physical form will be used for the purposes of qualification as provided in Part II of the "Evaluation Criteria".

**LETTER OF TRANSMITTAL**

**(To be taken on the letter head of the bidder)**

Ref: \_\_\_\_\_

Date:

To

**Managing Director, NHIDCL**

National Highway & Infrastructure Development Corporation Ltd. PTI Building 3<sup>rd</sup> Floor, 4, Parliament Street, New Delhi-110001

- Subject: "Part Design, Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh, Sub head: Civil Works, Sanitary& Drainage works, Electrical Works, Lift works, Automatic Parking system and Operations & Maintenance works etc.

Sir,

Having examined the details given in Press-Notice and bid document for the above work, I / we hereby submit the relevant information.

- 1) I / We hereby certify that all the statements made and information supplied in the enclosed forms A to G and accompanying statement are true and correct.
- 2) I / We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
- 3) I / We submit the requisite certified solvency certificate and authorize the General Manager (T), NHIDCL, to approach the Bank issuing the solvency certificate to confirm the correctness thereof, I/we also authorize General Manager (T), NHIDCL, to approach individuals, employers, firms and corporation to verify our competence and general reputation.
- 4) I / We propose the following works in support of our suitability, technical know-how and capability for having successfully completed the similar works. These works shall be considered for evaluation of our technical suitability.

Sr No	Name of Work	Name of Owner/ client	value of the work	Date of Start	Date of Completion
1					
2					
3					

The work orders & completion certificates of the above works are enclosed. Enclosures:

Signature of bidder [s] Seal of bidder

Date of submission

**Undertaking  
(on Company's Letter head)**

**Name of Work: “ Part Design, Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh. (Sub head: Civil Works, Sanitary & Drainage works, Electrical Works, Lift works, Automatic Parking system and Operations & Maintenance works etc.)**

**TENDER**

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the President of India through National Highways & Infrastructure Development Corporation Limited, New Delhi represented by Managing Director within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

A sum of Rs.\_\_\_\_\_ is hereby forwarded in cash/receipt treasury Challans/Deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money/bid security.

A copy of earnest money/bid security in receipt treasury Challans/Deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank is scanned and uploaded(strike out as the case may be). If I/We, fail to furnish the prescribed Performance Guarantee within prescribed period, I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in NHIDCL in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated

Signature of Contractor

Witness:  
Address

Postal

Address:

Occupation:

**FORM "A"**

**Financial Information**

1) Financial Analysis – Details to be furnished duly supported by figures in balance sheet / profit & loss Account for the last five financial years duly certified by the Statutory Auditor/ Chartered Accountant, as submitted by the bidder to the Income Tax Department [Copies to be attached].

Particulars	Financial Year				
	2015-16	2016-17	2017-18	2018-19	2019-20
i) Gross Annual turnover on Construction work					
ii) Profit / Loss (please specify)					

2) Financial arrangements for carrying out the proposed work.

--

3) Solvency Certificate from Bankers of bidder in the prescribed "Form B".

**Signature of Statuary Auditor with seal & signature of Bidder [s]**

Postal Address of Statuary Auditor/Chartered Accountant

**FORM "B"**

**FORM OF BANKERS CERTIFICATE FROM A SCHEDULED BANK**

This is to certify that to the best of our knowledge and information that M/s. / Shri.

\_\_\_\_\_ having marginally noted address, a customer of our bank are

/is respectable and can be treated as good for any engagement up to a limit of

Rs..... [Rupees

\_\_\_\_\_]

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

[Signature] For the Bank

NOTE

- 1) Banker's certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.
- 2) In case of partnership firm, certificate should include name of all partners as recorded with the Bank.

**FORM "C"**

**DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST EIGHT YEARS ENDING THE DATE OF PUBLICATION OF TENDER**

S. No.	Name of Work/project and location	Name of the Client	Cost of work in crore of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/ arbitration cases pending/ in progress with details*	Name and address/ telephone number of officers to whom reference may be made	Remark
1	2	3	4	5	6	7	8	9	10

\* Indicate gross amount claimed and amount awarded by the Arbitrator

Signature of Bidder(s)

**FORM "D"****PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM "C"**

1)	Name of work/Scope	:	
2)	Agreement No.	:	
3)	Estimated cost	:	
4)	Tendered cost	:	
5)	Date of start	:	
6)	Date of completion	:	
a)	Stipulated date of completion	:	
b)	Actual date of completion	:	
7)	Amount of compensation levied for delayed completion if any	:	
9)	Performance Report	:	
a)	Quality of work	:	Outstanding/Very good/Good/Poor
b)	Financial Soundness	:	Outstanding/Very good/Good/Poor
c)	Technical Proficiency	:	Outstanding/Very good/Good/Poor
d)	Resourcefulness	:	Outstanding/Very good/Good/Poor
e)	General behavior	:	Outstanding/Very good/Good/Poor

Executive Engineer or Equivalent of Client

Dated:

Note: Performance Certificate from Consultant will not be considered. The Performance Certificate should be directly from Client/Owner from whom the work has been executed

**FORM "E"****STRUCTURE & ORGANIZATION**

1)	Name & Address of the applicant	:	
2)	Telephone No., mobile no, Fax No., E-mail ID of the applicant.	:	
3)	Legal Status of the applicant [attach copies of the original document defining the legal status]	:	
a)	An individual		
b)	An proprietary firm		
c)	A firm in partnership		
d)	A limited company or corporation		
4)	Particulars of Registration with various Govt. Bodies [attach attested Photocopy].	:	
	Organization/Place of Registration _____ Registration No.		
a)			
b)			
5)	Names and Titles of Directors & Officers with Designation to be concerned with this work.		
6)	Designation of individuals authorized to act for the	:	
7)	Was the applicant ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and reasons of suspension of work.	:	
8)	Has the applicant, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons of abandonment.	:	
9)	Has the applicant, or any constituent partner in case of partnership firm, ever been debarred/black listed for tendering in any organization at any time? If so, give details.	:	
10)	Has the applicant, or any constituent partner in case of partnership firm, ever been convicted by a court of law ?. If so, give details.	:	
11)	In which field of Civil Engineering construction the applicant has specialization and interest?.	:	
12)	Registration certificates like WCT,TIN,PAN, GST, ESIC,etc.	:	
13)	Any other information considered necessary not included above	:	

**Sr No. 1 & 2 will be used for formal communication to the vendor (including e-mail ID)**

Signature of Applicant (s)

**Appendix-A**

**AFFIDAVIT (on Non - Judicial Stamp Paper)**

1. I, the undersigned, do hereby certify that all the statements made in the enclosed attachments are true and correct.
  
2. The undersigned also hereby certifies that neither our firm M/s. ....have abandoned any work on National Highways & Infrastructure Development Corporation Ltd nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
  
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by NHIDCL to verify this statement or regarding my (our) competence and general reputation.
  
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the NHIDCL and within the prescribed time.

(Signed by the Authorized Representative of the Firm)

Name of the Representative

Name of Firm

(To be notarized by Notary)

DATE

- **Appendix-B**

- 

- **UNDERTAKING (on Non- Judicial Stamp Paper)**

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)

## INSTRUCTIONS TO TENDERERS

### A. General.

#### A1. General Description of the Work

The space currently available for parking at Central Civil Secretariat, Itanagar is not sufficient, resulting in restriction in smooth entry, internal movement, parking & exit of vehicles. This leads to severe traffic congestion around Central Civil Secretariat Building. Since the space available at Central Civil Secretariat complex is already far short to accommodate the current parking demand, in future the parking problems at this location will only be more acute. Construction of an automated multi-level parking complex is the only feasible solution for the parking problem at Central Civil Secretariat Building. Accordingly, it is decided to construct an automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh.

The proposed site for MLCP is opposite to Block No. 1 and adjoining to upcoming Block no. 5. The available plot size for MLCP is approximately 40 m X 12 m.

The work comprises of construction of the proposed multilevel car parking complex. The construction shall be as per the details given in Employer's Requirement and Tender documents.

#### A1.1 Scope of Work:

The following need to be developed as a part of the proposed fully automatic multi-level underground parking complex.

- i. Civil work for ground + 5 storied building + 4 Basements for approximately 108 ECS.
- ii. Supply & Installation of Equipment (Hardware & Software) for Automated Parking System.
- iii. External (set back) area development with rigid pavement / lighting/trees etc.

The contractor will be responsible for part design, construction as well as implementation of all the above as well as any other facility that is required for a fully automatic car parking system.

A1.2 The contractor will comprehensively maintain and operate the parking complex for a period of 5 years after the completion of the work (the date when the contractor obtains completion certificate or provisional completion certificate from the employer).

A1.3 The Scope of Work for the contractor of this contract is further described in the Employer's Requirements.

#### A2. Source of Funds

The funds for the project are from Government of Arunachal Pradesh routed to NHIDCL

#### A3. Eligible Tenderers

Unless otherwise approved by the Employer, the tenders for this Contract will only be considered from those companies, corporation, partnerships, consortia and joint ventures who meet requisite qualifications given in various Sections of Clause A4.

**A4 Qualification of the Tenderer**

- A4.1 The Tenderers, to qualify for award of Contract, shall submit a written power of attorney authorising the signatories of the Tenderer to commit each member of the partnership, or joint venture.
- A4.2 Where the Tenderer comprises a partnership, or joint venture, the Tenderer shall submit the following information:
- a. Memorandum of Understanding among the members of the partnership//joint venture;
  - b. nomination of one of the members of the partnership, or joint venture to be in-charge; and this authorisation shall be covered in the Power of Attorney signed by the legally authorised signatories of all members of partnership or joint venture;
  - c. details of the intended percentage participation. The proposed division of responsibility shall clearly define that the work of each member.
- A4.3 The Tenderer shall submit with his Tender full details of his ownership and control or, if the Tenderer is a partnership, joint venture, full details of ownership and control of each member thereof.
- A4.4 Each Tenderer (each member in the case of a partnership, joint venture is required to confirm and declare with his Tender that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this Contract. They will have to further confirm and declare in the submittal that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not include any such amount. If the Employer subsequently finds to the contrary, the Employer reserves the right to declare the Tenderer as non-compliant, and declare any Contract if already awarded to the Tenderer to be null and void.
- A4.5 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a Tender will be an offence under laws of India. Such action will result in the rejection of the Tender, in addition to other punitive measures.
- A4.6 Only those tenderers, who qualify and pass through the detailed evaluation criteria stipulated in Qualification Criteria Document, shall be eligible for further technical examination. Those who do not meet the detailed evaluation criteria stipulated in Qualification Criteria Document shall not be considered for further evaluation and their tender submission will be rejected.

**A5 One Tender per Tenderer**

Each Tenderer shall submit only one tender either by himself, or as a partner in a joint venture. If a Tenderer submits, or if any one of the partners in a joint venture or any one of the members of participates, in more than one Tender, all the tenders in which he has participated shall be considered invalid. However, the fully automatic system provider, if he is not part of the JV, can supply parking system to more than one tenderer.

**A6 Cost of Tendering**

The Tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for those costs, regardless of

the conduct or outcome of the tender process.

#### **A7 Site Visits**

- A7.1 The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed work. The costs of visiting the Site shall be borne by the Tenderer. It shall be deemed that the Contractor has undertaken a visit to the Site of Works and is aware of the site conditions prior to the submission of the tender documents.
- A7.2 The Tenderer and any of his personnel will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderer, and his personnel, will release and indemnify the Employer and his personnel from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- A7.3 The Employer may arrange a Site visit concurrently with the Pre-Tender meeting referred to in paragraph C25.
- A7.4. The Tenderer shall note Additional Conditions of Contract-Clause 2 in which it is deemed that the Tenderer has taken into account all the factors that may affect his Tender in preparing his offer.

### **B. Tender Documents**

#### **B1 Content of Tender Documents**

B1.1 The Tender Documents, as listed below, have been prepared for the purpose of inviting tenders for construction of all Permanent and Temporary Works in connection with Construction, Operation & Maintenance (For a Period of 5 years) of Fully Automatic Multi-level Parking System at Central Civil Secretariat, Itanagar..

- (a) Notice of Invitation to Tender;
- (b) Instructions to Tenderers including annexures;
- (c) Form of Tender Including appendices;
- (d) General Conditions of Contract;
- (e) Special Conditions of Contract
- (f) Employer's Requirements;
- (g) Outline Construction Specifications; and
- (h) Tender Drawings.
- (i) Bill of Quantities / Pricing Document
- (j) Condition of Contracts on Environment, Health & Safety (EHS)
- (k) Reference document – Geotechnical report

B1.2 The Tenderer is expected to examine carefully the contents of all the above documents.

Failure to comply with the requirements of the Tender documents will be at the Tenderer's own risk. Tenders that are not substantially responsive to the requirements of the Tender documents will be rejected.

- B1.3 The Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Documents.

**B2 Content of Supporting Documents**

- B2.1 The Geotechnical Report containing site investigation information and utility investigation information are included in Volume 8 of the tender documents. The contents of these reports are for general information only and any interpretation of the results shall be construed as opinions only and not as representations or warranties as to the actual site or sub-soil conditions. The tenderers' attention is specifically drawn to paragraph B2.3 below.

- B2.2 The Tenderer shall note the existence of overground, at grade and underground structures, utilities and infrastructure in the near vicinity of the Works to be constructed.

- B2.3 The accuracy or reliability of the documents and reports referred to in this Clause B2 and of any other information supplied, prepared or commissioned at any time by the Employer or others in connection with the Contract is not warranted. The Tenderer's attention is drawn to sub-clauses 2 & 3 of Additional conditions of contract in this regard. The Tenderer should visit, examine and assess the Site including working conditions and will be deemed to have satisfied himself of the risks and obligations under the Contract.

**B3 Clarification of Tender Documents**

- B3.1 The Tenderer shall check the pages of all documents against page numbers given in indexes and summaries and, in the event of discovery of any discrepancy, the Tenderer shall inform GM, NHIDCL forthwith.

- B3.2 Should the Tenderer for any reason whatsoever, be in doubt about the meaning of anything contained in the Invitation to Tender, Tender Documents or the extent of detail in the Employer's Requirements, Outline Design Specifications, Outline Construction Specifications and Tender Drawings, the Tenderer shall seek clarification from General Manager, NHIDCL, not later than the last date of seeking clarification given in the key details of Notice Inviting Tender. Any such clarification, together with all details on which clarification had been sought, will be copied to all Tenderers. All communications between the Tenderers and the General Manager, NHIDCL shall be conducted in writing.

- B3.3 Except for any such written clarification by General Manager, NHIDCL which is expressly stated to be by way of an addendum to the documents referred to in paragraphs B1.1(a) to (l) above and/or for any other document issued by the Employer which is similarly described, no written or verbal communication, representation or explanation by any employee of the Employer or the Engineer shall be taken to bind or fetter the Employer or the Engineer under the Contract.

**B4. Amendment to Tender Documents**

- B4.1 Tenderers are advised that further instructions to Tenderers and addenda to the Tender documents may be issued during the tender period. The provisions in any such addenda

shall take priority over the Invitation to Tender and Tender Documents previously issued. Tenderers shall confirm receipt of such documents and list them in the Tender Submittal.

- B4.2 The Tenderer should note that there might be aspects of his Tender and/or the evaluation documents submitted with the Tender that will necessitate discussion and clarification. It is intended that any aspect of the said evaluation documents and any amendments or clarification which are to have contractual effect will be incorporated into the Contract either:
- (a) by way of Special Conditions of Contract to be prepared by the Employer and agreed in writing by the Tenderer prior to and conditional upon acceptance of the Tender; or
  - (b) by the Tenderer submitting, at the written request of the Employer, documents which are expressly stated to form part of the Tender, whether requested before or after submission of the documents forming part of the Tender, identified in paragraphs C2.3(a) to C2.3(l) below, and whether as supplements to, or amended versions of such documents.

Save as aforesaid, all such amendments or clarifications shall not have contractual effect.

## **C. Preparation of Tenders**

### **C1 Language**

Tenders and all accompanying documents shall be in English. In case any accompanying printed literature is in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

### **C2. Documents Comprising the Tender**

- C2.1 The Tenderer shall, on or before the date and time given in the Notice of Invitation to Tender, submit his Tender in three separate sealed envelopes clearly marked with the name of the Tenderer and with

Envelope 1: Tender security and Qualification Criteria Document along with technical as well as financial Capability of the tenderer;

Envelop 2: Technical Package; and

Envelop 3: Financial Package, in accordance with the provision in D-1.

These shall be addressed to The General Manager (Technical), NHIDCL and submitted to the Office of the General Manager (Technical) at the address given in the Tender Documents. The Tenderer shall ensure that a receipt is obtained for the submission of his Tender, such receipt being issued free of charge.

Technical Package of this submission shall contain the documents referred to in the subsequent paragraphs C2.2(a); (b); (d); (e); (f); (g), (h); (i); (j); (k); (l) and (m) and C2.3(a); (b); (c); (d); (e); (f); (g); (h); and (i).

Financial Package shall contain the documents referred to in paragraphs C2.2(a); (b); (c).

In submission of the Tender (Tender Security and Tenderer's capability, Technical Package and Financial Package), Tenderer(s) shall assign person(s) in writing to submit the tender accompanied by the original of the Tender Security which shall be submitted in a separate envelope.

Should any further documents be required pursuant to paragraphs C2.2(m) and C2.3(h) below, the Tenderer will be instructed by the Employer which Package of the Tenderer's

submission is to contain such documents.

C2.2 The Tenderer shall submit as his Tender the following documents, duly completed which in the event of acceptance of the Tender, shall form part of the Contract:

- (a) Form of Tender (Without appendices);
- (b) Appendix 1 to the Form of Tender; Contract Conditions;
- (c) Appendix 2 to the Form of Tender: completed bill of quantities / Pricing Document (see paragraph C10, C15 and C23);
- (d) Appendix 3 to the Form of Tender: Outline Quality Plan (see paragraph C4 below);
- (e) Appendix 4 to the Form of Tender: Outline Safety, Health & Environment Plan (see paragraph C5);
- (f) Appendix 5 to the Form of Tender: Contractor's Technical Proposals (see para C6);
- (g) Appendix 6 to the Form of Tender: Evidence of Professional indemnity Insurance (see paragraph C22); (To be submitted by the successful Tenderer only)
- (h) Appendix 7 to the Form of Tender: The Structure of the Tenderer;
- (i) Appendix 8 to the Form of Tender: Staffing Schedules and Organisation Chart (see paragraph C12);
- (j) Appendix 9 – Schedule of Component manufactured offshore (see paragraph C9);
- (k) Appendix 10 to the Form of Tender: Tender Index (See paragraph C23);
- (l) Any further documents which have been requested in accordance with paragraph B4.2 above.
- (m) Annexure 4 to the Instructions to the tenderer -- Undertaking on copyright (see paragraph E2)

C2.3 The Tenderer shall submit with his Tender the documents that are identified in paragraphs C2.3(a) – C2.3(i) inclusive. Such documents will be used for the purposes of evaluating and analysing the Tender but will not form part of the Contract unless the same shall have been expressly incorporated into the Contract in accordance with paragraphs B4.1 or B4.2 above.

- (a) Full details of ownership and control of the Tenderer (see paragraph A4.3 above);
- (b) Separate Tender Programme and proposed Design Submission Programme (see paragraph C8);
- (c) Proposed Construction Method Statement (see paragraph C9);
- (d) Details of works including specialist work proposed to be sub-contracted (see paragraph C11);
- (e) Details of providers of performance guarantees (see paragraph C20 below);
- (f) Details of Contractor's Equipment (see paragraph C14 below);
- (g) Proposals for use and reinstatement of Works Areas (see paragraph C15 below);
- (h) Any further documents which are requested in writing by Employer before submission of the Tender by way of evaluation documents but which are not to form part of the Contract;
- (i) Following information shall be furnished: Deleted

C2.4 Deleted.

C2.5 Tenderers shall quote all prices inclusive of all taxes, duties etc., including taxes to be deducted at source but excluding GST which shall be reimbursed on actuals based on documentary proof to be submitted by the contractor. These all inclusive prices excluding GST will be considered for the purpose of comparative evaluation of tenders.

C2.6 DELETED

**C3 Form of Tender**

The Form of Tender shall be completed and signed by a duly authorised and empowered representative of the Tenderer. If the Tenderer comprises a partnership, or a joint venture the Form of Tender shall be signed by a duly authorised representative of each member or participant thereof. Signatures on the Form of Tender shall be witnessed and dated. Copies of relevant powers of attorney shall be attached.

**C4 Outline Quality Plan**

The Tenderer shall submit Appendix-3 of Instructions to Tenderers to form part of his Tender an Outline Quality Plan illustrating the intended means of compliance with Appendix 6 of the Employer's Requirements (Volume 3) and setting out in summary form an adequate basis for the development of the more detailed document required under Clause 15 of the SCC. The Outline Quality Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Tenderer's quality objectives with regard to the requirements of the Contract.

**C5 Outline Safety, Health and Environment Plan**

C5.1 The Tenderer shall submit Appendix-4 of Instructions to Tenderers to form part of its Tender an Outline Safety, Health and Environment Plan which shall contain sufficient information to demonstrate clearly the Tenderer's proposals for achieving effective and efficient safety, health & environment procedures. The Outline Safety, Health and Environment Plan should include an outline of the safety procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring safety as required by Clause 6 of the Employer's Requirements-Construction (Volume 3) and Clause 19C of the GCC

C5.2 The Outline Safety, Health and Environment Plan shall be headed with a formal statement of policy in relation to Safety, Health & Environment and shall be sufficiently informative to define the Tenderer's safety plans and set out in summary an adequate basis for the development of the Site Safety, Health and Environment Plan to be submitted in accordance with Volume 7 of Tender Document.

C5.3 The Tenderer may be requested to amplify, explain or develop his Outline Safety, Health and Environment Plan prior to the date of acceptance of the Tender and to provide more details with a view to reaching provisional acceptance of such a plan.

**C6 Tenderer's Technical Proposals**

C6.1 The Tenderer shall submit Appendix-3 of Instructions to Tenderers to form part of its Tender, the Contractor's Technical Proposals as described in Annexure 2 hereto.

C6.2 The Tenderer shall be required to amplify, explain and develop the Contractor's Technical Proposals in substantially greater detail during the tender evaluation period such that they may be confirmed as complying clearly with the Employer's Requirements (Volume 3) and, in accordance with paragraph B4.2 herein, can be incorporated into the Contract. Only those aspects of the Contractor's Technical Proposal that the Employer (at his sole discretion) considers clearly conforming, will form part of the Contract.

**C7. Designer**

- C7.1 The Tenderer should note the requirements of warranties and obligations
- C7.2 The part design of the Permanent Works shall be undertaken by reputed design agency (the Designer). Design agency having suitable relevant experience shall be engaged by the tenderer with prior approval of NHIDCL. However, this approval shall not be required at tender stage.
- C7.3 The Tenderer shall submit with his Tender either the proposed terms and conditions upon which the Designer would be appointed in the event of acceptance of the Tender (excluding the financial and commercial terms thereof) or at least a statement of the heads (salient features) of such an agreement. The Tenderer should note that, if heads of agreement are supplied with the Tender, the Tenderer may be required to develop such heads into a full agreement during the tender evaluation period and to submit the agreement in its final form prior to award of the Contract.

**C8. Tender Programme and Proposed Design Submission Programme**

- C8.1 The Tenderer shall submit with his Tender, a Tender Programme which shall indicate how the Tenderer intends to organise and carry out the Works and achieve Stages and complete the whole of the Works by the appropriate Key Dates. Detailed requirements for the Tender Programme are set out in Annexure 1 to these Instructions to Tenderers.
- C8.2 The Tender Programme shall be prepared in terms of weeks from the Date for Commencement of Works.
- C8.3 The Tender Programme shall not in any event be construed as a submission of the Works Programme.
- C8.4 The Tenderer shall submit with his Tender his proposed Design Submission Programme to cover the Design Phase. Such proposed programme shall:
- (a) be consistent with the Tender Programme and accord with Appendix 4 to the Employer's Requirements (Volume 3);
  - (b) make adequate allowance for periods of time for review by authorities whose approval is necessary;
  - (c) include a schedule identifying, describing, cross-referencing and explaining the Design Packages and Submissions which the Tenderer intends to submit;
  - (d) take due account of the design co-ordination interface periods during which the Contractor shall be required to undertake and complete all aspects of design co-ordination with other contractors (Designated Contractors) engaged in the design of the Project such that each contractor can complete his co-ordinated design/construction in the knowledge that such design will be compatible and co-ordinated with others and allowing adequate time for the Employer's assessments and decisions.

The proposed Design Submission Programme submitted at the time of Tender shall be modified and developed as necessary to incorporate the Employer's programme requirements in respect of review by the Employer and the Engineer.

C8.5 The Tenderer's attention is drawn to the requirement of Design and the requirements that the Initial proposed Works Programme and Design Submission Programme shall be submitted within 30 days of date of issue of Notice to Proceed. However, the Tenderer should note that he may be required to amplify, explain and develop his Tender Programme and the proposed Design Submission Programme prior to award of Contract.

**C9 Manufacture, Installation and Construction Methods**

C9.1 The Tenderer shall submit with his Tender, the methods by which the Tenderer intends to construct the Works, manufacture, supply and install parking equipments and systems whether on the Site, off-site but in India, or offshore. The construction methods to be employed will be analysed during tender evaluation and their descriptions shall be in sufficient detail to allow a full appreciation of the Tenderer's proposals in relation to all aspects of the Works. Details shall be given of the locations and arrangements for offshore work, the facilities available and any undertaking from others which the Tenderer has in such matters.

**C10. Payment Schedule**

The payment shall be made as per payment schedule on completion of corresponding stages of work.

**C11. Sub-Contracts**

C11.1 Sub-contracting, excluding design work shall be generally limited to 50% of the Lump Sum price. This amount shall not include parking system cost. The terms and conditions of sub-contracts and the payments that have to be made to the sub-contractors shall be the sole responsibility of the Contractor.

C11.2 For sub-contracts exceeding Rs.1 million, it will be obligatory for the Contractor to obtain a Notice of No Objection from the Engineer to the identity of the sub-contractor. The value of each sub-contract shall be provided by the Contractor to the Engineer. The Contractor shall certify that the cumulative value of the sub-contracts (including those upto Rs. 1 million each) awarded is within the aforesaid 50% limit. In this regard the Tenderer's attention is invited to Clause 7 of SCC.

C11.3 The Terms and Conditions of the sub-contract are the sole prerogative of the Contractor and are deemed to be included in the contract price.

**C12. Staffing Schedule and Related Details**

C12.1 The Tenderer shall submit with his Tender a staffing schedule containing the names, qualifications, professional experience and corporate affiliation of all proposed management personnel (above the level of shift supervisor) and specialists. Details shall be included for all such personnel whether directly employed or engaged on a consultancy or advisory basis and whether associated with the design or the construction of the Works. The submission shall include a provisional management structure and organisation chart showing areas of responsibility, relative seniorities and lines of reporting. The Tenderer should note that the said staffing schedule shall not in any event constitute a submission under Clause 32 of the GCC and the Tenderer's attention is drawn to the provisions and requirements of that Clause.

C12.2 The Tenderer shall include his proposals for his Co-ordination Control Team and include the name and qualifications of the Team Leader responsible for the interface co-ordination with

Designated Contractors.

C12.3 The key staff for Construction shall be from that member of the JV/Consortia on the experience of whose, the JV/Consortia have been qualified.

**C13. Contractor's Equipment**

The Tenderer shall submit with his Tender a schedule of the main items of Equipment which he intends to use for carrying out the Works, indicating the activities for which each item will be used. The Tenderer shall specify in each case:

- (a) if he owns or intends to purchase such items, and
- (b) if he intends to enter into hire, hire purchase or leasing or charter-party arrangements.

**C14. Proposals for Use and Reinstatement of Work Areas**

C14.1 The Tenderer shall note the requirements of the Land Acquisition Act, 1894.

C14.2 The Tenderer shall note the provision contained in Appendix 2A of Employer's Requirement.

C14.3 The Tenderer shall show, in outline, his proposed site layouts for:

- (a) accommodation and other facilities.
- (b) fabrication and storage areas.
- (c) concrete batching plants.

The Tenderer shall indicate his proposals for the provision of utility services to the Site. The Tenderer is to note that the Contractor will be fully responsible for the provision of all utility services necessary for the construction and completion of the Works as described in Appendix 12 to the Employer's Requirements (Volume 3).

**C15. Pricing Document**

C15.1 The Pricing Document is included in Bill of Quantities/Pricing Document; Volume 7. The Tenderer shall complete the Pricing Document in accordance with the instructions given in Bill of Quantity/Pricing Document. The completed Pricing Document shall be submitted as Appendix 2 to the Form of Tender.

C15.2 The Tenderer is to note that Key Dates as given in Appendix – 2B of Employer's Requirement. These are to be adhered to strictly failing which Liquidated Damages as per clause 5 of Appendix –1 to the Form of Tender shall be leviable. Prior to Date of Commencement, Key Dates will be converted to calendar dates.

**C16. Currencies of Tender and Payment**

C16.1 The Tenderer have to give his priced offer in Indian Rupees only.

C16.2 Interim on-account stage payments shall be made as laid down in Clause 7 of Annexure-1 of

Form of Tender.

**C17. Tender Validity**

The Tender shall be valid for a period of 120 days from the latest Date of Submission of Tenders. In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by facsimile. A Tenderer may refuse the request without forfeiting his Tender Security. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his Tender Security for the period of the extension.

**C18. Tender Security**

C18.1 The Tenderer shall submit with his Tender a Tender Security for the sum mentioned in Appendix 1 to the Form of Tender in the form of an irrevocable bank guarantee issued by a Scheduled Commercial bank (including scheduled Commercial Foreign Banks) in India in the form given in Annexure 3 to these Instruction to Tenderers. The tender security shall be submitted in a sealed envelop clearly marked on top “**Tender Security for: Part Design, Construction, Operation & Maintenance (For a Period of 5 years) of Fully Automatic Multi-level Parking System at Central Civil Secretariat, Itanagar**” Tender Security shall remain valid for a period of 30 days beyond the validity period for the Tender. In case of JV or , the Bank Guarantee for Tender Security shall be from JV/ and not from individual members.

C18.2 Any Tender not accompanied by an acceptable Tender Security shall be rejected by the Employer considering it as non-responsive and their Technical package shall not be opened.

C18.3 The Tender Security of the successful Tenderer shall be returned upon the execution of the Contract and the receipt by the Employer of the Performance Guarantee in accordance with Clause 1 of the GCC.

C18.4 The Tender Security of the unsuccessful Tenderers shall be released when the Contract has been signed with the successful Tenderer.

C18.5 The Tender Security shall be forfeited:

- (a) if the Tenderer withdraws his Tender during the period of Tender validity; or
- (b) if the Tenderer does not accept the correction of his Tender price, pursuant to Sub-paragraph E 5.2 below;
- (c) if the successful Tenderer refuses or neglects to execute the Contract or fails to furnish the required Performance Guarantee within the time specified by the Employer.

**C19. Performance Guarantee, Undertaking and Warranties**

C19.1 The Tenderer shall submit full details of the identity of the proposed parties who would provide or issue the Performance Guarantee in accordance with Clause 1 of the GCC; If the Tenderer comprises a partnership, or joint venture, a parent company of each member or participant will be required to execute the Undertakings and Guarantees.

C19.3 Forms of the above documents are given in the Schedules to the Special Conditions of Contract.

C19.4 The Contractor should note that all Guarantees, except Advance Payment Guarantee, shall be executed prior to signing of the Contract.

**C20. Labour**

The Tenderer's attention is especially drawn to Clause 6 of the GCC in relation to the responsibility of the Contractor for obtaining an adequate supply of labour, their Rates, Wages and Conditions.

**C21. Access to Site**

Deleted.

**C22. Insurance**

The Tenderer's attention is drawn to the provisions contained in Clause 10 B of the General Conditions of Contract.

**C23. Tender Index**

The Tenderer shall include with his Tender an index which cross refers all of the Employer's tender requirements elaborated in these documents to all the individual sections for the Project: Technical Package and Financial Package, which the Tenderer intends to be the responses to each and every one of those requirements.

**C25 Pre-Tender Meeting**

C25.1 A Pre-Tender meeting shall be held on the date and location given in the Key details of NIT.

C25.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

C25.3 The tenderer is requested to submit any question in writing (soft or hard copy) or by facsimile, to reach the Employer not later than the last date of seeking clarification as mentioned in key details of NIT.

C25.4 The text of the questions raised by all the tenderer and the responses given, will be transmitted without delay to all purchasers of the Tender Documents. Any modification of the Tender Documents listed in paragraph B4 which may become necessary as a result of the Pre-Tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to paragraph B4.

C25.5 Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.

**C26 Format and Signing of Tender**

C26.1 The Tenderer shall prepare one original and two copies of the documents comprising the tender, as described in paragraph C2 of these Instructions to Tenderers clearly marked "ORIGINAL" and "COPY". In the event of discrepancy between them, the original shall prevail.

C26.2 The original and all copies of the tender shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and all the pages of the original and all copies shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer, pursuant

to sub-paragraphs A4.1 or A4.2, as the case may be. All pages of the Tender, where entries or amendments have been made, shall be initialled and dated by the person or persons signing the Tender.

- C26.3 The Tender shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled and dated by the person or persons signing the Tender.

**D. Submission of Tenders**

**D1 Sealing and Marking of Tender**

- D1.1 The tenderer shall seal 'Tender security and Qualification Criteria Document along with technical as well as financial Capability of the tenderer' in a separate envelope duly marking **"Tender Security and Qualification Criteria Document for, Part Design, Construction, Operation & Maintenance (For a Period of 5 years) of Fully Automatic Multi-level Parking System at Central Civil Secretariat, Itanagar"**.

- D1.2 The Tenderer shall seal the original and copies of the Technical Package in separate envelopes, duly marking the envelopes as "Technical Bid - Original", and "Technical Bid - Copy ". Likewise, the Tenderer shall seal the Original and copies of the Financial Package in separate envelopes duly marking the envelopes as "Financial Bid - Original", and "Financial Bid - Copy". The envelopes of both Technical Packages shall then be sealed in an outer envelope. Likewise the envelopes of both Financial Packages shall be sealed in an outer envelope.

Thus, there shall be only three envelopes – one containing only Tender Security and Qualification Criteria Document, second containing both original and copy of Technical package and third containing both original and copy of Financial Package.

- D1.3 All the inner and outer envelopes shall be addressed to the Employer at the following address:

To,

General Manager (Technical)  
National Highway & Infrastructure Development Corporation Ltd. PTI Building,  
3rd Floor, 4, Parliament Street,  
New Delhi-110001 Ph. 011-2346 1684

- (a) bear the following identification for Tender Security

Tender Security & Tenderer's Capability

Tender Reference: Part Design, Construction, Operation & Maintenance (For a Period of 5 years) of Fully Automatic Multi-level Parking System at Central Civil Secretariat, Itanagar

DO NOT OPEN BEFORE ..... hrs. on .....

- (b) bear the following identification for Technical Proposals:

**TECHNICAL PACKAGE**

Tender Reference: Part design, Construction, Operation & Maintenance (For a Period of 5 years) of Fully Automatic Multi-level Parking System at Central Civil Secretariat, Itanagar

DO NOT OPEN BEFORE ..... hrs. on .....

Name and address of the tenderer to enable the tender to be returned unopened in case it is declared late pursuant to paragraph, D2, or not accompanied with valid Tender Security and

- (c) bear the following identification for Financial Package:

**FINANCIAL PACKAGE**

Tender Reference: Part design, Construction, Operation & Maintenance (For a Period of 5 years) of Fully Automatic Multi-level Parking System at Central Civil Secretariat, Itanagar

TO BE OPENED ONLY IN FRONT OF THE EVALUATION COMMITTEE

Name and address of the Tenderer to enable the Tender to be returned unopened as per paragraph D2. and E1.1.

- D1.3 If the outer envelope of Financial Package is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the same.

**D2 Late or Delayed Tenders**

- D2.1 Tenders must be received by the General Manager (Technical), NHIDCL at the address, date and time specified in the Notice of Invitation to Tender. The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment in accordance with paragraph B4, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.

- D2.2 Any Tender received by the General Manager (Technical), NHIDCL after the deadline for submission of tenders stipulated above will be returned unopened to the Tenderer.

**D3 Modification, Substitution and Withdrawal of Tenders**

- D3.1 Except where expressly permitted by these Instructions, the Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the Tenderer with or as part of his Tender.

- D3.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and submitted before the deadline for submission. Such envelope should be additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.

- D3.3 No Tender shall be allowed to be modified by the Tenderer after the deadline for submission of Tenders.

- D3.4 Withdrawal of a Tender during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Tender shall result in the forfeiture of the Tender Security.

## **E. Tender Opening and Evaluation**

### **E1 Tender Opening**

- E1.1 The Tenderer is advised that the Employer's policy in respect of comparison of tenders is that the Tenderer's Qualification Criteria Document along with Technical as well as Financial Capability and Technical Packages will be opened and they will be first examined and evaluated to meet the detailed evaluation criteria stipulated in Qualification Criteria Document. The subsequent review of Technical Packages of only those tenderers, who qualify and pass the detailed evaluation criteria stipulated in Qualification Criteria Document, shall be done to determine their acceptability and responsiveness to the Employer's Requirements, Outline Specifications and Tender Drawings. Tenderers, who do not qualify and pass the detailed evaluation criteria stipulated in Qualification Criteria Document, shall not be considered for further technical evaluation and their offers will be rejected. In the review and examination of Technical Packages of qualified tenderers, unacceptable and unresponsive tenders will be rejected and the corresponding Financial Package will be returned unopened.
- E1.2 The Tenderer is to note that Financial Package of the tender submissions of which Technical Package has satisfied the review in sub-paragraph E1.1 will be opened with the tender sums posted. The date time and place of opening will be advised to tenderers whose Capability Technical Package have been found acceptable so that they can be present at the stipulated time of opening of Financial Package.
- E1.3 Tenders which are not accompanied by a valid Tender Security, or are accompanied by an unacceptable or fraudulent Tender Security shall be considered as non-compliant and rejected.
- E1.4 Envelops marked 'Withdrawal' shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to paragraph D-3 shall not be opened.

### **E2. Confidentiality of Tender Information and Copyright**

The Tender Invitation Documents, as listed in paragraph B1 above, and any addenda thereto, together with any further communications, are issued for the purpose of inviting tenders only. The Tenderer shall not disclose any information contained in the documents or otherwise supplied in connection with this tender invitation to any third party except for the purpose of preparing its Tender. The Tenderer shall maintain complete confidentiality till the Contract is awarded. In the event that such confidentiality is breached, the Employer may reject the Tender. The tender drawings and documentation prepared by the Employer shall be used solely for the design of the works. They shall not be used in part, whole or altered form for any other purpose without the express permission in writing of the Employer. A letter of undertaking is attached in Instruction to Tenderers - Annexure 4 and shall be completed by the Tenderer and returned in the Technical Package.

### **E3 Clarification of Tenders**

To assist in the examination, evaluation and comparison of tenders, the Employer may, at his discretion, ask any tenderer for clarification of his tender, including breakdown of unit rates. The request for clarification and the response shall be in writing or by facsimile, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the tenders in accordance with paragraph E5.

#### **E4 Evaluation of Tenders**

E4.1 Technical packages will first be evaluated which will cover following items:

E4.2 **General Evaluation (of first Envelop)** - The employer will determine whether each tender:

- (i) fulfils the requirements contained in paragraph A4 and A5.
- (ii) has been properly signed;
- (iii) is accompanied by the required Tender Security.

A 'NO' answer to any of the above item will disqualify the tender.

#### **E4.3 Evaluation of Responsiveness**

The employer will determine whether each tender is substantially responsive to the requirements of the Tender Documents i.e. it conforms to all terms, conditions and specifications of the tender document. In case of any inconformity, the tender shall be disqualified and rejected.

#### **E4.4 Evaluation of Material deviation or reservation**

Each tender shall be evaluated for any material deviation or reservation. Material deviation or reservation is one:

- Deleted.
- which affects in any substantial way the scope, quality or performance of the Works;
- which limits in any substantial way, is inconsistent with the Tender Documents, the Employer's rights or the Tenderer's obligations under the Contract; or
- whose rectification would affect unfairly the competitive position of other tenderers presenting responsive tenders.

Tender having any material deviation or reservation shall be disqualified and rejected.

#### **E4.5 Evaluation of qualifying conditions**

A tender containing any qualification which

- seek to shift to the Employer, another Government Agency or another contractor all or part of the risk and/or liability allocated to the Contractor in the Tender Documents; or.
- include a deviation from the Tender Documents which would render the Works, or any part thereof, unfit for their intended purpose; or
- fail to submit a workable methodology and programme to suit the local conditions; or
- fail to commit to the date specified for the completion of the Works, will be deemed non-conforming and shall be rejected.

#### **E4.6 Evaluation of Technical Proposal**

The Employer will evaluate the technical suitability and acceptability of the proposals as per the employer's requirements. Tenderer(s) may be asked to make a presentation of their proposal to NHIDCL team for evaluation.

E4.7 Tenders not considered substantially responsive and not full-filling the requirements of the tender document as evaluated as per item E4.1 to E4.6 shall be rejected by Employer and shall not be allowed subsequently to be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

E4.8 If any tender is rejected, pursuant to paragraph E4.7 above, the Financial Package of such tenderer shall be returned unopened.

## **E5. Evaluation of Financial Proposals**

E5.1 The financial proposals of only those tenderers which comply with the requirements of the Employer and are substantially responsive, in accordance with paragraph E4, will be evaluated.

### **E5.2 Correction of Errors**

Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

### **E5.3 Comparison of Tenders**

Tenders will be compared in Rupees only.

E5.4 If any change in the Employer's Requirements is considered necessary during technical evaluation, the tenderers who meet the requirements of paragraph A3 and A5, and whose technical offers are found to be substantially responsive in accordance with paragraph E4, will be given an opportunity to revise their financial package by offering percentage below or above the sealed offer already given.

E5.5 Comparative evaluation of tenders shall be as per Clause E5.3. The tenderer lowest bid amount will be considered to be the L1 and rest will be graded accordingly as per their bid amount.

E5.6 Any unconditional discounts will be taken as a reduction in the Tender Total for the Financial Package and will be taken into account for the purpose of comparison of Price.

E5.7 The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the Tender Documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in tender evaluation.

## **E6 Indigenisation**

E6.1 In case the 'Parking System' proposed to be offered is wholly/partially consisting of imported technology / components, than Tenderers are encouraged to involve domestic firms in the Contract organisation and procurement processes for the sake of smooth & convenient maintenance & operation of this system through out its service life.

**F. Award of Contract**

**F1 Award**

F1.1 Subject to paragraph F2, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive and compliant to the requirements contained in the Tender Documents as per paragraph E4 and who has offered the Lowest Evaluated Tender Price as per paragraph E5.5,

**F2 Employer's Right to Accept any Tender and to Reject any or all Tenders**

F2.1 The Employer is not bound to accept the lowest or any tender and may at any time by notice in writing to the Tenderers terminate the tendering process.

F2.2 The Tenderer should note in particular that without prejudice to the Employer's other rights under the Contract and the Tender Security, the Employer may terminate the Contract under Clause 1 of the GCC in the event that the Tender is accepted but the Tenderer fails to supply the Performance Guarantee or other specified documents or fails to execute the Contract Agreement as per clause F4.

**F3 Notification of Award**

F3.1 Prior to expiration of the period of Tender validity prescribed by the Employer or extended period pursuant to paragraph C17, the Employer will notify the successful Tenderer by facsimile confirmed by letter transmitted by courier that his Tender has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the amount which the Employer will pay the Contractor in consideration of the execution, completion, operation & Maintenance and remedying any defects in the Works by the Contractor as prescribed by the Contract.

F3.2 In the event of award of the Contract, the following will be the sequence of events in the order given below.

- (i) Approval by Competent Authority;
- (ii) Letter of Acceptance;
- (iii) Signing of Contract;
- (iv) Letter of Notice to Proceed.

**F4 Signing of Agreement**

The Tenderer should note that in the event of acceptance of the Tender, the Tenderer will be required to execute the Contract Agreement in the form specified in Special Conditions of Contract with such modifications as may be considered necessary at the time of finalisation of the contract within a period of 30 days from the date of issue of the Letter of Acceptance.

**F5 Performance Guarantee**

F5.1 The Performance Guarantee required in accordance with Clause 1 of the GCC shall be for 10% of the Contract Price from the Scheduled commercial Bank (including Scheduled Commercial Foreign Banks) in India in the currency in which the Contract Price is payable.

The Performance Guarantee shall be furnished to the Employer within 30 (thirty) days of receipt of the Letter of Acceptance.

F5.2 The Tenderer has to furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the General Conditions of Contract and Special Conditions of Contract.

F5.3 Failure of the successful Tenderer to comply with the requirements of paragraphs F4 and F5 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security.

**G. Termination of contract:**

**G1 Termination for Contractor Default**

1. Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Contractor fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 60 (sixty) days, the Contractor shall be deemed to be in default of this Agreement (the "**Contractor Default**"), unless the default has occurred solely as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include:

- (a) the Contractor fails to provide, extend or replenish, as the case may be, the Performance Security in accordance with this Agreement;
- (b) after the replenishment or furnishing of fresh Performance Security in accordance with Clause 7.3, the Contractor fails to cure, within a Cure Period of 30 (thirty) days, the Contractor Default for which the whole or part of the Performance Security was appropriated;
- (c) the Contractor does not achieve the latest outstanding Project Milestone due in accordance with the provisions of Schedule-J, subject to any Time Extension, and continues to be in default for 45 (forty five) days;
- (d) the Contractor abandons or manifests intention to abandon the construction or Maintenance of the Project Highway without the prior written consent of the Authority;
- (e) the Contractor fails to proceed with the Works in accordance with the provisions of Clause 10.1 or stops Works and/or the Maintenance for 30 (thirty) days without reflecting the same in the current programme and such stoppage has not been authorised by the Authority's Engineer;
- (f) the Project Completion Date does not occur within the period specified in Schedule-J for the Scheduled Completion Date, or any extension thereof;
- (g) the Contractor fails to rectify any Defect, the non-rectification of which shall have a Material Adverse Effect on the Project, within the time specified in this Agreement or as directed by the Authority's Engineer;
- (h) the Contractor subcontracts the Works or any part thereof in violation of this Agreement or assigns any part of the Works or the Maintenance without the prior approval of the Authority;
- (i) the Contractor creates any Encumbrance in breach of this Agreement;

- (j) an execution levied on any of the assets of the Contractor has caused a Material Adverse Effect;
- (k) the Contractor is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Contractor or for the whole or material part of its assets that has a material bearing on the Project;
- (l) the Contractor has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;
- (m) a resolution for winding up or insolvency of the Contractor is passed, or any petition for winding up or insolvency of the Contractor is admitted by a court of competent jurisdiction and a provisional liquidator or receiver or interim resolution professional, as the case may be, is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Contractor is ordered to be wound up by court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Contractor are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Contractor under this Agreement; and provided that:
  - i. the amalgamated or reconstructed entity has the capability and experience necessary for the performance of its obligations under this Agreement; and
  - ii. the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and has a credit worthiness at least as good as that of the Contractor as at the Appointed Date;
- (n) any representation or warranty of the Contractor herein contained which is, as of the date hereof, found to be false or the Contractor is at any time hereafter found to be in breach or non-compliance thereof;
- (o) the Contractor submits to the Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;
- (p) the Contractor has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement; or
- (q) the Contractor commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect on the Project or on the Authority.
- (r) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:
  - i. for doing or forbearing to do any action in relation to the Contract, or
  - ii. for showing or forbearing to show favour or disfavour to any person in relation to the Contract,or if any of the Contractor's personnel, agents or subcontractors gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (s). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination.

2. Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Contractor Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Contractor; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Contractor of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Contractor to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.
  
3. The following shall apply in respect of cure of any of the defaults and/ or breaches of the Agreement:
  - (a) The Cure Period shall commence from the date of the notice by the Authority to the Contractor asking the latter to cure the breach or default specified in such notice;
  - (b) The Cure Period provided in the Agreement shall not relieve the Contractor from liability for Damages caused by its breach or default;
  - (c) The Cure Period shall not in any way be extended by any period of suspension under the Agreement;
  - (d) If the cure of any breach by the Contractor requires any reasonable action by the Contractor that must be approved by the Authority hereunder the applicable Cure Period (and any liability of the Contractor for damages incurred) shall be extended by the period taken by the Authority to accord its required approval.
  
4. After termination of this Agreement for Contractor Default, the Authority may complete the Works and/or arrange for any other entities to do so. The Authority and these entities may then use any Materials, Plant and equipment, Contractor's documents and other design documents made by or on behalf of the Contractor.
  
5. As a natural consequence of the termination, due to the contractor's failure, the contractor shall be deemed to have been debarred for a period of 2 years and shall not be able to bid any contract of the Authority either singularly or in a JV or its related parties  

(Explanation :- Such debarment shall be a natural consequence of termination. No separate Show Cause / proceeding shall be initiated for placing such contractor under debarment).
  
6. The Authority may, at its discretion, without terminating the contract and allowing the contractor to continue with the existing contract, place the contractor in the Negative List for any of the following reasons :-
  - (a) Failure to achieve milestones;
  - (b) Failure to achieve targets / interim targets duly communicated by the Authority or its officers;
  - (c) Clumsy execution of work showing total disregard to public safety and public convenience;
  - (d) Showing total disregard to environmental laws, local laws and State /

local administration concerns;

(e) Showing total lack of ability (whether managerial / technical) to execute projects of such size;

(f) Failure to mobilize machinery / manpower as per the discretion of the Authority or its officers;

(g) Failure to abide by any lawful direction of the Authority or its officers.

Provided that, the Authority shall issue a notice giving 15 days time to the contractor before placing him in the 'Negative List'. And upon the evaluation of the reply if any shall take a final decision. Such a notice shall not be issued without approval of officer below the rank of Dy. General Manager.

Provided, upon satisfactory action on the matter for which the contractor has been placed in the list the competent Authority may allow the contractor to be deleted from negative list.

7. Consequence of placement in the Negative List :-

The contractor (or its related parties shall not be able to bid in any of the Authority's contracts / projects for a period of 2 years or till the completion of the ongoing contract, whichever is earlier.

## **Part Design, Construction, Operation & Maintenance (For a Period of 5 years) of Fully Automatic Multi-Level Parking System at Central Civil Secretariat, Itanagar**

### **Instructions to Tenderers**

#### **Annexure 1**

#### **Requirements for Tender Programme**

- (1) The Tender Programme shall show how the Tenderer proposes to organise and carry out the Works and to achieve Stages and complete the whole of the Works by the given Key Dates. The tenderer shall note that time is of essence in this Contract.
- (2) The Tender Programme or Programmes shall be developed as a critical path network using suitable software. The network must be fully resourced and show the co-ordination with System wide Contracts. The Works Programme shall show achievement of all Key Dates and Works Area Access Dates.
- (3) The Tender Programme shall take account of the Tenderer's proposed Design Submission Programme and should indicate, wherever possible, dates and periods relating to interfaces with and between others including dates for submission of further documents required by the Contract and periods for their acceptance.
- (4) The Tender Programme shall contain sufficient detail to assure the Employer of the feasibility of the plan and approach proposed by the Tenderer.
- (5) The Tenderer should have regard to the possibility, as referred to in paragraph C8 of the Instructions to Tenderers that during the tender evaluation period the Tender Programme may be developed into a Programme which, in the event of award, would be the initial submission of the Works Programme. To facilitate this process, the Tenderer shall, in the preparation of the Tender Programme, take due account of the provisions of Appendix 4 to the Employer's Requirements in so far as they concern the Works Programme.
- (6) The Tender Programme shall be accompanied by a narrative statement that shall describe Programme activities, assumptions and logic, and highlight the Tenderer's perception of the major constraints and critical areas of concern in the organisation, construction and completion of the Works. This narrative statement shall also indicate which elements of the Works the Tenderer intends to carry out off-Site and/or outside India with details of the proposed locations of where any such work is to be carried out, the facilities available.
- (7) The Tenderer shall prepare logic diagrams providing the philosophy for shared access, shared areas with co-incident and adjacent work areas and submitted as part of his Tender. These logic diagrams shall be developed and submitted along with the Works Programmes as submitted during the course of the Works.
- (8) All programmes shall include design, procurement periods, major material, offsite production/prefabrication, temporary construction, interface and periods for system wide, utility and adjacent contractors etc.,

## **Instructions to Tenderers**

### **Annexure 1**

#### **PROGRAMME LOGIC DIAGRAMS**

#### **Tentative Project Implementation Programme**

## **Part Design, Construction, Operation & Maintenance (For a Period of 5 years) of Fully Automatic Multi-Level Parking System at Central Civil Secretariat, Itanagar**

### **Instructions to Tenderers**

#### **Annexure 2**

#### **Requirements for Tenderer's Technical Proposals**

1. The Tenderer's attention is drawn to Clause 2 of the Employer's Requirements in which terms are defined.
2. The Tenderer's Technical Proposals shall comply or, subject to reasonable development, be capable of complying with the Employer's Requirements in all respects. The Tenderer's Technical Proposals shall demonstrate such compliance. The Tenderer's Technical Proposals shall establish firmly the intended design and methodology, and, in accordance with paragraph 4.2 herein, the Specifications for the Permanent Works.
3. The Tenderer's Technical Proposals shall cover the following:
  - 3.1 structural form, materials and structural principles, method of carrying or accommodating loads or actions, fixed points and articulation, and choice and grades of structural materials;
  - 3.2 alignment of traffic circulation (both vehicular and pedestrian), location and geometry of structures and main features thereof, clearances, principal dimensions, principal movements and deflections;
  - 3.3 testing and investigations undertaken, or to be undertaken;
  - 3.4 earthworks, slopes, protective measures and ground drainage;
  - 3.5 foundations, main structure elements;
  - 3.6 basement including, supports, linings, walls, floors, slabs and all structural components, methods of jointing and waterproofing, drainage and corrosion protection;
  - 3.7 details of excavation proposals for the underground works. Where excavation in rock, details are to be provided confirming that vibration levels can be achieved and proposals should also be submitted for methods that do not involve blasting;
  - 3.8 structural and construction arrangements at interfaces with adjacent contracts;
  - 3.9 protective coatings and systems, finishes;
  - 3.10 reinstatement works;
  - 3.11 initial settlement assessment effect on adjacent structures including utilities and proposed protection works including instrumentation and monitoring;

- 3.12 approach to co-ordination with other Project contractors;
  - 3.13 construction and erection methods, including proposals for ensuring that disruption to road and pedestrian traffic is minimized;
  - 3.14 Equipments in sufficient details to enable review and consent by the Engineer within 15 days of notice to proceed;
  - 3.15 Details of conductors, earthing arrangements, and other system components and the specifications to which they conform.
4. The Contractor's Technical Proposals shall include the following documents:
- 4.1 Drawings  
Drawings shall illustrate, where appropriate, aspects of the Works identified in paragraph 3 above, including layouts, appearance, main structural features, general arrangements, plans, elevations, principal sections and typical details of critical areas.
  - 4.2 Specifications
    - 4.2.1 The Specification shall comprise two parts, the Design Specifications and the Construction Specifications. Each part shall consist of the Outline Specification which shall be identical to those contained in the Tender Documents and a Particular Specification. The Particular Specification shall draw attention to any part or parts of the Outline Specification which the Contractor intends to amend or omit and shall contain further material such that the design of the Permanent Works is fully specified and the construction of the Permanent Works is specified at least in outline at this stage.
    - 4.2.2 In producing the Particular Specifications the Tenderer shall ensure that clauses, paragraphs and any appendices therein are identified by their numbering as uniquely belonging to the Particular Specifications, and shall not in any event amend or change the numbering in the Outline Specifications.
    - 4.2.3 The Tenderer should note that the Specifications submitted with the Tender as part of the Contractor's Technical Proposals will, prior to acceptance of tender, be merged and consolidated into a single document for incorporation into the Contract.
    - 4.2.4 The Tenderer should note that the Particular Specifications form a crucial part of the Contractor's Technical Proposals, and shall be prepared in sufficient detail to demonstrate full compliance with the Employer's Requirements. The quality of the Particular Specifications will be paramount in evaluating technical compliance of Tenders.
  - 4.3 Statement of Compliance  
A joint statement from the Tenderer and the proposed Designer is required to be furnished to the effect that the Contractor's Technical Proposals comply with the Employer's Requirements and can be developed to become the Definitive Design of the Permanent Works without significant change other than amplification.
  - 4.4 Statement of Maintainability  
The Tenderer shall state the maintenance objectives and the anticipated operational life associated with the principal elements and components of the Permanent Works and in particular how these apply in the selection and use of proposed materials. The Tenderer shall demonstrate a reasonable balance between construction costs and maintenance costs and the effect of its proposals on the lifetime costs of the Permanent Works. **The Tenderer shall include in this statement a schedule of the main maintenance operations, for each major component including intervals between such operations, for all aspects of the required construction and their rates of use.**

5. The Tender shall be accompanied by documents in amplification of the Contractor's Technical Proposals, which shall include:
  - 5.1 Technical Notes

Such technical notes or notes on calculations necessary for understanding and explaining the Contractor's Technical Proposals.
  - 5.2 Site Investigation Proposals

Results of any site investigations undertaken by the Tenderer and proposals for site investigations to be undertaken by the Contractor giving the nature of the investigations, locations and intended purposes.
  - 5.3 Testing Proposals

Results of any testing undertaken by the Tenderer and proposals for other testing to be carried out by the Contractor for design or associated purposes (not including control of quality of construction, fabrication or manufacture), giving the nature of the testing, intended purposes, and the location of the test facilities used or to be used.
  - 5.4 Codes and Standards

A list of all codes of practice and standards to be used in the design shall be provided. Except for those codes and standards available in Hindi, all other codes and standards shall be available in certified English translation. The Tenderer shall provide justification, in accordance with Clause 3.10 of Employer Requirement, for any codes or standards it proposes in its list as alternatives or additions to those specified in the Employer's Requirements, Outline Design Specification and Outline Construction Specification. The Tenderer will be required, during the Tender process, to provide a certified English translation of any codes or standards it proposes to use and which are not normally available in English.
  - 5.5 Detailed Maintenance Schedule for ensuring service of parking system during its entire design life.

**Part design, Construction, Operation & Maintenance (For a Period of 5 years)  
of Fully Automatic Multi-Level Parking System at Central Civil Secretariat,  
Itanagar**

**Instructions to Tenderers**

**Annexure 3**

**FORM OF BANK GUARANTEE FOR TENDER SECURITY**

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

KNOW ALL MEN by these presents that we \_\_\_\_\_ (Name of Bank) of India, having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto National Highways & Infrastructure Development Corporation Ltd. (NHIDCL) (hereinafter called "the Employer") in sum of Rs. \_\_\_\_\_ for which payment well and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents.

WHEREAS \_\_\_\_\_ (Name of Tenderer) (hereinafter called "the Tenderer") has submitted his tender dated \_\_\_\_\_ for **Part design, Construction, Operation & Maintenance (For a Period of 5 years) of Fully Automatic Multi-level Parking System at Central Civil Secretariat, Itanagar** (hereinafter called "the Tender").

WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum of Rs. \_\_\_\_\_ (Amount in figures and words) as Tender Guarantee against the Tenderer's offer as aforesaid.

AND WHEREAS \_\_\_\_\_ (Name of Bank) have, at the request of the Tenderer, agreed to give this guarantee as hereinafter contained.

We further agree as follows:

- That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Tenderer.
- That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Tenderer.
- That this guarantee commences from the date hereof and shall remain in force till:
  - a. The Tenderer, in case his tender is accepted by the Employer, executes a formal agreement after furnishing the Performance Guarantee on Scheduled Commercial Banks (including Scheduled Commercial Foreign Banks).
  - b. Thirty days after the date of validity or the extended date of validity of the Tender, as the case maybe;whichever is earlier.

(iv) That the expression "the Tenderer" and the "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

• THE CONDITIONS of this obligation are:

(i) if the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or

(ii) if the Tenderer refuses to accept the corrections of errors in his Tender, or

(iii) if the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of tender validity:

a. fails or refuses to furnish the Performance Guarantee and/or

b. fails or refuses to enter into a Contract within the time limit specified in paragraph F4 of the "Instructions to Tenderers".

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (i), (ii),(iii)a or (iii)b mentioned above, specifying the occurred condition or conditions.

Signature of

Authorised Official

Of the Bank: \_\_\_\_\_

SIGNATURE OF WITNESS

\_\_\_\_\_

NAME OF WITNESS

\_\_\_\_\_

Address of witness

\_\_\_\_\_

Name of Official: \_\_\_\_\_

Designation \_\_\_\_\_

STAMP/SEAL OF BANK

**Part design, Construction, Operation & Maintenance (For a Period of 5 years) of Fully Automatic Multi-Level Parking System at Central Civil Secretariat, Itanagar**

**Instructions to Tenderers**

**Annexure 4**

**COPYRIGHT UNDERTAKING**

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Date .....

To:

The Managing Director  
National Highway & Infrastructure Development Corporation Ltd (NHIDCL)  
PTI Building, 3<sup>rd</sup> Floor  
4, Parliament Street  
New Delhi 110 001

**LETTER OF UNDERTAKING**

**Part Design, Construction, Operation & Maintenance (For a Period of 5 years) of Fully Automatic Multi-level Parking System at Central Civil Secretariat, Itanagar**

We, (name of tenderer / joint venture) hereby undertake that the tender drawings, both in hard copy and digitised format, and the tender documents purchased as a necessary part of our preparation of this tender shall be used solely for the preparation of the tender and that if the tender is successful, shall be used solely for the design of the temporary and permanent works.

We further undertake that the aforesaid tender drawings and documents prepared by NHIDCL, it shall not be used in whole, in part or in any altered form on any other project, scheme, design or proposal that the joint venture, the joint venture parent companies or sub contractors of the joint venture are, or will be involved with either in India or any other country.

Signed.....

For and on behalf of

(name of tender / joint venture)

**Part design, Construction, Operation & Maintenance (For a Period of 5 years)  
of Fully Automatic Multi-Level Parking System at Central Civil  
Secretariat, Itanagar**

**FORM OF TENDER**

Date: .....

The  
Managing Director  
National Highway & Infrastructure Development Corporation Ltd (NHIDCL)  
PTI Building, 3<sup>rd</sup> Floor  
4, Parliament Street  
New Delhi 110 001

**LETTER OF UNDERTAKING**

**Part Design, Construction, Operation & Maintenance (For a Period of 5 years) of Fully  
Automatic Multi-level Parking System at Central Civil Secretariat, Itanagar**

GENTLEMEN,

1. Having inspected the Site, examined the Employer's Requirements, General Conditions of Contract, Special Conditions of Contract, Outline Design Criteria, Outline Construction Specifications, Tender Drawings and Instruction to Tenderers including Pricing Document, and addenda thereto (if any) issued by the NHIDCL for the part design and construction of the above-mentioned Works, and the matters set out in Appendix 1 hereto, and having completed and prepared Appendices 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 hereto, we hereby (jointly and severally)\* offer to part design, construct, complete and operate & maintain the whole of the said Works and Commissioning and remedying any defects therein, in conformity with the above documents within the completion period of 15 months (from the date of commencement) and operation & maintenance period of 5 years from the date of completion for the sum stated in the Pricing Document as completed by us and appended hereto.
2. We undertake (jointly and severally) \*:
  - (a) to keep this Tender open for acceptance without unilaterally varying or amending its terms for the period stated in Notice of Invitation to Tender hereto (the withdrawal of any member or any other change in the composition of the partnership/joint venture/ on whose behalf this Tender is submitted shall constitute a breach of this undertaking)\*; and
  - (b) if this Tender is accepted, to provide Guarantees, Undertakings & Warranties for the due performance of the Contract as stipulated in the General Conditions of Contract, Special Conditions of Contract and Appendix 1 hereto; and

- (c) to hold in confidence all documents and information whether technical or commercial supplied to us at any time by or on behalf of the NHIDCL in connection with this Tender or with the above-mentioned Works and, without your written authority or as otherwise required by law, not to publish or otherwise disclose the same.
4. We submit with this Tender a duly executed Tender Guarantee in respect of our obligations under this Tender.
  5. Unless and until a formal agreement is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding contract between us.
  6. We understand that you are not bound to accept the lowest or any tender you may receive.
  7. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
  8. This Tender shall be governed by and construed in all respects according to the laws for the time being in force in India. The courts at New Delhi will have exclusive jurisdiction in the matter.

We are, Gentlemen,

Yours faithfully,

Signature:

Date -----

Name -----

For and on behalf of .....

Address .....

Signature:

Date -----

Name -----

For and on behalf of .....

Address .....

Witness:

Signature: -----

Date -----

Name -----

Address -----

Witness:

Signature: -----

Date -----

Name -----

Address -----

\* Note:

If the Tenderer comprises a partnership, joint venture:

- (a) the provisions marked with an asterisk are to be retained subject to deletion of the brackets

and inapplicable descriptions (i.e. partnership, joint venture)

- (b) the liability of each member under the Tender, and under any contract formed upon its acceptance, will be joint and several.
- (c) an authorised representative of each member must sign the Tender.
- (d) Signature on the Form of Tender shall be witnessed and dated.
- (e) Copies of the relevant power of attorney shall be attached.

**FORM OF TENDER - APPENDIX 1**  
**SCHEDULE - F OF WORKS FOR CIVIL/ELECTRICAL/OTHER WORKS**

**Name of work: Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh.**

<b>SCHEDULE A:</b>		
<b>SN</b>	<b>TITLE</b>	<b>PARTICULARS</b>
1	Contract No.	NHIDCL/AMLCP Const Work/AP/2020
2	Notice Inviting Tender (NIT) details	i) NIT as uploaded on <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> & <a href="http://www.nhidcl.com">www.nhidcl.com</a>
3	Scope and location of the work:	<b>Central Civil Secretariat, Itanagar, Arunachal Pradesh</b>
4	Time Schedule for the work:	15 months
5.	List of Drawings	Section VII
6	List of changes in specifications	In addition to CPWD Specifications, the additional Specifications for Automatic Car Parking, are given in the Section V and VI respectively.
7	Bill of Quantities (BoQ)	Uploaded online

<b>SCHEDULE B :</b>	
Schedule of materials to be issued to the contractor	NIL

<b>SCHEDULE C :</b>	
Tools and Plants to be hired to the Contractor	NIL

<b>SCHEDULE D :</b>
Extra Schedule for specific requirements / documents for the work, if any
<p>Tender Documents comprise of the following Nine volumes:</p> <ul style="list-style-type: none"> <li>• Qualification Criteria Document</li> <li>• Volume 1 <ul style="list-style-type: none"> <li>Instructions to Tenderers (including Annexures )</li> <li>Form of Tender (including Appendices)</li> </ul> </li> <li>• Volume 2 <ul style="list-style-type: none"> <li>General Conditions of Contract</li> </ul> </li> </ul>

Special Conditions of Contract (including Schedules)	
•	Volume 3 Employer's Requirements
•	Volume 4 Outline Construction Specifications
•	Volume 5 Tender Drawings
▪	Volume 6 Bill of Quantities / Pricing Document
▪	Volume 7 Condition of Contracts on Safety, Health & Environment (SHE)
▪	Volume 8 Reference Document - Geotechnical Report

SCHEDULE E : Reference to General Conditions of Contract	
Clause 10 A List of testing equipment's to be provided by the contractor at site lab.	Employer's requirements Appendix 14 Contractor's site laboratory
Clause 10B (II) shall be applicable	Yes
Clause 10C shall be applicable	No
Clause 10CA shall be applicable	No
Clause 10CC shall be applicable	Yes

SCHEDULE F	
<b>Name of Work:</b> Part Design, Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh." (Sub head: Civil Works, Sanitary & Drainage works, Electrical Works, Lift works, Automatic Parking system and Operations & Maintenance works etc.)	
Estimated cost of work:	Rs. 16.25 Crore
i) Earnest money/EMD/Bid Security	Rs.16,25,000/-
ii) Performance Guarantee	3 % of contract price
iii) Security Deposit/Retention Money	5 % of contract price

Percentage on cost of materials & labor to cover all overheads & profits	15% (Fifteen percent)
Standard Schedule of Rates	<ul style="list-style-type: none"> <li>• CPWD–DSR 2018 (Civil)/ Arunachal Pradesh SOR 2018 for Civil works,</li> <li>• CPWD-DSR 2019 for Fire Fighting works/Wet Riser &amp; Sprinklers with upto date Correction slips.</li> <li>• CPWD-DPAR2019forSTPwithupto date Correction slips.</li> <li>• CPWD-DSR 2018 (E &amp; M) for Electrical works with update Correction slips</li> </ul>
Department	National Highway & Infrastructure Development Corporation Limited (NHIDCL)
Date of commencement of work	On 21 <sup>st</sup> day of issue of Letter of Intent or the date of handing over of the site, whichever is later
Time allowed for signing of Agreement	Within 10 days after submission of Performance Guarantee
Time allowed for execution of work	15 months

<b>General Rules and Directions</b>	
Officer Inviting Tender	General manager (Tech nical) NHIDCL 3 <sup>rd</sup> Floor, PTI Building, 4, Parliament Street New Delhi-110001
Engineer-in-Charge	Executive Director (P) / General Manager (P)
Accepting Authority	Managing Director, NHIDCL

<b>Clause – 1</b>		
i)	Time allowed for submission of Performance Guarantee, from the date of issue of letter of acceptance/LOI	Within 15 days of receipt of Letter of acceptance with validity for 60 days beyond the defect liability period.
ii)	Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above	7 days

<b>Clause - 2</b>	
Authority for fixing compensation under clause 2.	Competent Authority in NHIDCL
<b>Clause – 2A</b>	
Whether Clause 2A shall be applicable (Yes / No)	No.

<b>Clause – 5</b>					
Number of days from the date of issue of Letter of Acceptance for reckoning date of start. Mile Stone(s) as per table given below					On 15 <sup>th</sup> day of issue of Letter of Intent or the date of handing over of the site, whichever is later.
<b>TABLE OF MILE STONE(S)</b>					
	<b>AS PER EMPLOYER'S REQUIREMENTS APPENDIX 2B CONTRACT KEY DATES AND COMPLETION DATE</b>				Amount to be with-held in case of non-achievement of milestone
					1% of the contract amount will be withheld for non-achievement of each milestone.
Withheld amount shall be released if and when subsequent milestone are achieved with in respective time specified .However in case of milestones are not achieved by the contractor for the work, the amount shown against milestones shall be withheld.					
Time allowed for execution of work					15 months
Schedule of Handing over of Site					Within 15 days after issue of Letter of Intent

Schedule for issue of designs	As per mile stone
Authority to decide: (i) Extension of time (ii) Rescheduling of milestones (iii) Shifting of date of start in case of delay in handing over of site	Competent Authority in NHIDCL
<b>Clause 5.1 (b-iii)</b> Recovery for non-submission of Progress Chart & progress report within specified period	Rs. 5,000 /- per week.
<b>Clause – 7:</b> Gross work to be done together with net payment/adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.	As per Payment schedule after completion of milestones

<b>Clause 7 A :</b> Whether clause 7A shall be applicable (Yes / No)	Yes
<b>Clause – 10B (ii) (Mobilization Advance) :</b> Whether Clause10B (ii) shall be applicable (Yes/No)	<b>Yes</b>

<b>Clause 10 CC :</b>	Not applicable
Schedule of component of other materials , labour & POL for price escalation	
Component of civil/electrical other works components expressed as percentage of total value of work – Xm	
Component of Labour - expressed as percent of total value of work-Y	
Component of Fuel, Oil and Lubricant expressed a percent of total value of work – Z	

<b>Clause – 11 :</b>	
Specifications to be followed for execution of this work: As per specifications in this tender document,NBC2016,and relevant BIS Codes modified and corrected up to last date of submission of bid	CPWD Specifications (Vol – I) – 2019 with update Correction slips CPWD Specifications (Vol – II) – 2019 with update Correction slips a) CPWD General Specification for Electrical works Part – I: Internal 2013 s amended up to date. b) CPWD General Specification for Electrical works Part – II: External as amended up to date.

	<p>c) CPWD General Specification for Electrical works Part – III: Lift and escalators as amended up to date.</p> <p>d) CPWD General Specification for Electrical works Part – IV: Sub Station - 2013 as amended up to date. CPWD General Specification for Electrical works Part – V: Wet riser and Sprinkler as amended up to date.</p> <p>f) CPWD General Specification for Electrical works Part – VI: Fire Detection and Alarm System - 2018 as amended up to date.</p> <p>g) CPWD General Specification for Electrical works Part – VII: D. G. Sets – 2013 as amended up to date.</p> <p>h) CPWD General Specification for Electrical works Part–VIII: Gas Based Fire Extinguishing System - 2013 as amended up to date.</p> <p>i) General Specifications for Heating, Ventilation &amp; Air-Conditioning (HVAC) – 2017 as amended up to date.</p> <p>Additional specifications as specified in the contract agreement. Relevant BIS/ISI codes etc &amp; standards shall be followed. In case of non-availability of any standard, the manufacturers specifications shall be followed. The Decision of the Engineer- in-charge or the Officer authorised by the Employer shall be final, in case of any contradiction.</p> <p>The standards and specifications with correction slips to be followed upto last date of submission/uploading of bid.</p> <p>Order of precedence's shall be as following:</p> <p>a) Description of item as per schedule of financial bids b) Scope of work as per tender document c) Specification mentioned in the tender document d) CPWD specifications amended upto date e) NBC2016 f) ECBC2017 g) Relevant BIS/IS Codes</p>
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<b>Clause –12: Deviation limits</b>		
<b>Type of work: Project and Original Work</b>		
12.2 & 12.3	i) Deviation Limit beyond which Clause 12.2 & 12.3 shall apply for building work above plinth level	Not Applicable

<b>Clause – 16 :</b>	
Competent Authority for deciding reduced rates	As per power delegated by NHIDCL
<b>Clause-17:</b>	
Contractor liable for damages, defects during maintenance period	05 years.

<b>Clause – 18:</b>	
List of mandatory machinery, tools & plants to be deployed by the contractor at site	As per Para 2, Clause 15 of Additional Conditions of Contract
<b>Clause 19:</b>	
Clause 19 C : Authority to decide penalty for each default	As per power delegated by NHIDCL
Clause 19 D : Authority to decide penalty for each default	As per power delegated by NHIDCL
Clause 19 G : Authority to decide penalty for each default	As per power delegated by NHIDCL
Clause 19 K : Authority to decide penalty for each default	As per power delegated by NHIDCL
<b>Clause 24 :</b>	
Life Cycle Cost	
Items covered under Life Cycle Cost for removal of construction defects	Water Proofing Work Structural Glazing DG Set Automated Car Parking System Equipments/ Car Management System Gym Equipments Passenger Elevator

<b>Clause – 32 :</b>					
Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/Technical representative)	Nos.	Rate per month per person at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 32
1	BE / B. Tech	Civil	Project Manager cum Quality Control – Team Leader	1	Rs. 60,000/- (Rs. Sixty thousand) per month
2.	BE / B. Tech	Electrical	Project Site Engineer cum Quality Control	1	Rs. 40,000/- (Rs. Forty thousand) per month

3.	BE / B. Tech	Mechanical	Project Site Engineer cum Quality Control	1	Rs. 40,000/- (Rs. Forty thousand) per month
4.	Diploma	Civil	Site Engineer	1	Rs. 30,000/- , (Rs. Thirty thousand)per month
5.	Diploma	Electrical	Site Engineer	1	Rs. 30,000/- , (Rs. Thirty thousand)per month

**Note:** i) The Project Manager should have experience of at least one similar nature of work. Assistant Engineers & retired from Govt. services that are holding Diploma will be treated at par with Graduate Engineers.

ii) The contractor to deploy adequate Nos. of technicians, foreman, supervisors, safety officer, labour welfare officer, storekeeper & office staff till completion of works.

iii) The contractor to submit deployment schedule of all the above-mentioned staff before commencement of the work to the Engineer in Charge.

<b>Clause -38:</b>		
(i)	(a)Schedule/statement for determining theoretical quantity of cement, steel & Bitumen	CPWD-DSR2018 with upto date correction slips issued upto last date of issue of tender
<b>(ii)</b>	<b>Variations permissible on theoretical quantities.</b>	
<b>A</b>	<b>Cement</b>	
	i) For works with estimated cost put to tender not more than <b>Rs.25</b>	3% plus/minus
	ii) for works with estimated cost put to tender more than Rs. 25 Lakh	2% plus/minus
<b>B</b>	Bitumen for All works	2.5 % plus & only nil on minus side
<b>C</b>	Steel reinforcement and structural steel sections for each diameter, section and category	2 % plus / minus
<b>D</b>	All other materials	Nil

<b>RECOVERY RATES-</b>		
<b>S. No.</b>	<b>Description of Item</b>	<b>Rates in figures &amp; words at which recovery shall be made from the Contractor</b>

		Excess wastage beyond permissible limit	Less use Beyond
	Cement	Nil	Rs. 7500 /- per MT*
	Steel reinforcement	Nil	Rs. 45,000/- per MT*
<p>*Important Note: Recovery rates for materials given above are only for regulating operation of clause 38. The tenderers are requested to consider prevailing market rates while quoting the rates.</p>			

## FORM OF TENDER - APPENDIX 2

### BILL OF QUANTITIES / PRICING DOCUMENT

Bill of Quantities / pricing document (Volume 7 of the tender document) duly compared in all respect is to be submitted as Appendix-2 only in Package 3 – Financial Package.

#### Payment Stages against Mile Stones:

Item	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage	Procedure of Payment
1	2	3	4	5
<b>PART -1</b>				
<b>Investigation, Planning, Designing,</b>	<b>1.00%</b>	<b>Investigation, planning, Designing for entire scope of work</b>		
		(1) On approval of Site survey, Geo- technical investigation and preparation of preliminary Architectural Drawings	19.00%	On approval of Site survey, Geo- technical investigation and preparation of preliminary Architectural Drawings
		(2) On approval of final drawings Architectural Drawings & 3d views	20.00%	On approval of final drawings Architectural Drawings & 3d views
		(3) On approval of structure design by Authority Engineer	20.00%	On approval of structure design by Authority Engineer
		(4) On obtaining required approvals from Various government bodies	15.00%	On obtaining required approvals from Various government bodies
		(5) On approval of all drawings for electrical, sanitary work, services, development, landscaping/horticulture and art works	16.00%	On approval of all drawings for electrical, sanitary work, services, development, landscaping and art works
		(6) On approval of DG sets, STP & Sub Station, lifts & escalators shop drawings etc	10.00%	On approval of DG sets, STP & Sub Station, lifts & escalators shop drawings etc.

Site Levelling, Grading and Demolition of existing structures	0.50%	Site Levelling, Site Barricading, Grading and shifting of Existing services	100%	Unit of measurement is completion of works. Payment shall be made on completion of all work.
Parking Block	40.00%	<b>A- Completion of Civil Works</b>		
Basement Floors - Level 4,3,2,1		(1) Foundation work	25.00%	Unit of measurement is completion of works. Payment shall be made on completion of all work.
		(2) Column/Shear Wall/ Slab/beams	35.00%	Unit of measurement is area/length (sqm/m). Payment of each stage shall be made on pro rata basis on completion of a stage in a area/length of not less than 25 (twenty five) percent of the total area/length.
		(3) Construction of walls	5.00%	Unit of measurement is area/length (sqm/m). Payment of each stage shall be made on pro rata basis on completion of a stage in a area/length of not less than 25 (twenty five) percent of the total area/length.
		(4) Construction of Flooring	20.00%	Unit of measurement is area (sqm). Payment of each stage shall be made on pro rata basis on completion of a stage in a area of not less than 25 (twenty five) percent of the total area.
		(5) Supply and fixing of Door/windows including wood work, painting, etc.	5.00%	Cost of completed works shall be determined pro rate with respect to the total number of door/windows works including painting. Payment shall be made on the completion of at least five no. of doors and windows.
		<b>B - Internal Finishing and painting</b>		
		(1) Surface finishing with synthetic mortar	5.00%	Unit of measurement is area (sqm). Payment of each stage shall be made on pro rata basis on completion of a stage in a area of not less than 10 (ten) percent of the total area.

		(2) Painting work	5.00%	Unit of measurement is area (sqm). Payment of each stage shall be made on pro rata basis on completion of a stage in a area of not less than 25 (twenty five) percent of the total area.
		<b>C-Internal Electric Installation</b>	5.00%	
<b>Ground Floor, Ist ,2nd,3rd ,4th</b>	<b>30%</b>	<b>A- Completion of Civil Works</b>		
		(1) Column/Shear Wall/ Slab/beams	40.00%	Unit of measurement is area (sqm/m). Payment of each stage shall be made on pro rata basis on completion of a stage in a area of not less than 20 (twenty) percent of the total area.
		(2) Completion of walls	10.00%	Unit of measurement is area/length (sqm/m). Payment of each stage shall be made on pro rata basis on completion of a stage in a area/length of not less than 20 (twenty) percent of the total area/length.
		(3) Completion of Flooring	5.00%	Unit of measurement is area (sqm). Payment of each stage shall be made on pro rata basis on completion of a stage in a area of not less than 20 (twenty) percent of the total area.
		(4) Completion of Door, windows including wood work, painting, etc.	15.00%	Cost of completed works shall be determined pro rate with respect to the total number of door/windows works including painting . Payment shall be made on the completion of at least five no. of doors and windows.
		<b>B - Internal Finishing and painting</b>		
		(1) Surface finishing with synthetic mortar	5.00%	Unit of measurement is area (sqm). Payment of each stage shall be made on pro rata basis on completion of a stage in a area of not less than 20 (twenty) percent of the total area.

		(2) Painting work	5.00%	Unit of measurement is area (sqm). Payment of each stage shall be made on pro rata basis on completion of a stage in a area of not less than 20 (twenty) percent of the total area.
		<b>C- External Finishing</b>	15.00%	
		<b>D- Internal Electric Installation</b>	5.00%	Unit of measurement is area (sqm/m). Payment of each stage shall be made on pro rata basis on completion of a stage in a area of not less than 20 (twenty) percent of the total area.
<b>Fifth Floor</b>	<b>7.00%</b>	<b>A- Completion of Civil Works</b>		
		(1) Column/Shear Wall/ Slab/beams /Sloping roof	35.00%	Unit of measurement is completion of works. Payment shall be made on completion of all work.
		(2) Completion of walls	10.00%	Unit of measurement is completion of works. Payment shall be made on completion of all work.
		(3) Completion of Flooring & dado work	10.00%	Unit of measurement is completion of works. Payment shall be made on completion of all work.
		(4) Completion of Door, windows including wood work, painting, etc.	15.00%	Unit of measurement is completion of works. Payment shall be made on completion of all work.
		<b>B - Internal Finishing and painting</b>		
		(1) Surface finishing with synthetic mortar	5.00%	Unit of measurement is completion of works. Payment shall be made on completion of all work.
		(2) False Ceiling & Painting work	5.00%	Unit of measurement is completion of works. Payment shall be made on completion of all work.
		<b>C- External Finishing</b>	15.00%	
		<b>D- Internal Electric Installation</b>	5.00%	Unit of measurement is completion of works. Payment shall be made on completion of all work.
<b>Road work</b>	<b>2.00%</b>	(1) Earth work up to subgrade level including embankment height of 0.6 m.	15.00%	Unit of measurement is completion of works. Payment shall be made on completion of all work.

		(2) Subbase/base course	20.00%	Unit of measurement is completion of works. Payment shall be made on completion of all work.
		(3) PQC/Rigid Pavement	50.00%	Unit of measurement is completion of works. Payment shall be made on completion of all work.
		(4) Thermoplastic paint and informatory signage's	15.00%	Unit of measurement is completion of works. Payment shall be made on completion of all work.
<b>Gymnasium Equipment's</b>	<b>2.00%</b>	1. Supply and installation of gymnasium equipment's	100.00%	Unit of measurement is completion of works. Payment shall be made on completion of all work.
<b>Completion of E&amp;M works</b>	<b>10.00%</b>	<b>(1) All Electrical Works including DG Sets etc. complete as per the scope of work complete.</b>		
		(i) Supply of Electric panels	28.00%	Unit of measurement is completion of works. Payment shall be made on completion of all work.
		(ii) Installation, Testing & Commissioning of panels	10.00%	Unit of measurement is completion of works. Payment shall be made on completion of all work.
		(2) Completion of Cabling, P&F rising main, meter, Panel etc. and connection to the Main Receiving Station including clearance of statutory authorities.	7.00%	Unit of measurement is completion of works. Payment shall be made on completion of all work.
		(3) Complete Installation of Lifts, Escalators	25.00%	Cost of completed works shall be determined pro rate with respect to the procurement, installation & commissioning works. Payment shall be made on 50% on procurement and balance 50% on the completion of all works.
		(6) Completion of HVAC Work in cafeteria floor	20.00%	Unit of measurement is completion of works. Payment shall be made on completion of all work.
		(7) All testing of control rooms, displays and system etc. complete as per the direction of Authority's Engineer	10.00%	Unit of measurement is completion of works. Payment shall be made on completion of all work.

<b>Completion of Plumbing &amp; firefighting works</b>	<b>7.50%</b>	(1) Complete Installation of Fire Fighting system	50.00%	Unit of measurement is completion of works. Payment shall be made on completion of all work.
		(2) Complete external water-supply system / grid including supply and Installation of Pumps., over Head Tanks, Water supply Lines, drainage pipes, Vitreous Chinaware, CP Fittings	40.00%	Unit of measurement is completion of works. Payment shall be made on completion of all work.
		(3) Completion of Drainage system & connection to existing services lines	10.00%	Unit of measurement is completion of works. Payment shall be made on completion of all work.
	<b>100.00%</b>			
<b>PART -2</b>				
<b>Automatic Parking system</b>	<b>90.00%</b>	1. Procurement of parking system	50.00%	Unit of measurement is completion of works. Payment shall be made on completion of all work.
		2. Installation of parking system	30.00%	Unit of measurement is completion of works. Payment shall be made on completion of all work.
		3. Installation of software and control room	10.00%	Unit of measurement is completion of works. Payment shall be made on completion of all work.
		4. Testing of parking system	10.00%	Unit of measurement is completion of works. Payment shall be made on completion of all work.
<b>Commissioning of Parking</b>	<b>10.00%</b>	Commissioning of Parking building	100.00%	Unit of measurement is completion of works. Payment shall be made on completion of all work.
	<b>100.00%</b>			
<b>PART -3</b>				
<b>Maintenance of parking facility for four year after one year of defect liability period</b>	<b>100.00%</b>	Comprehensive maintenance of parking facility	100.00%	Unit of measurement is quarterly payment after every quarter ( 16 no)

<b>PART -4</b>				
Operation of parking facility for five years	<b>100.00%</b>	Operation of parking facility 16 hours per day x365 days	100.00%	Unit of measurement is quarterly payment after every quarter ( 20 no)

## **FORM OF TENDER - APPENDIX 3**

### **OUTLINE QUALITY PLAN**

The Contractor shall establish and maintain a Quality Assurance System in accordance with Appendix 6 to Employer's Requirements for design and construction procedures and the interfaces between them. This Quality Assurance system shall be applied without prejudice to, or without in any way limiting, any Quality Assurance Systems that the Contractor already maintains.

The Tenderer shall submit as part of his Tender an Outline Quality Plan which shall contain sufficient information to demonstrate clearly the Tenderer's proposals for achieving effective and efficient Quality Assurance System. The Outline Quality Plan should include an outline of the procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring Quality as required by Appendix 6 of the Employer's Requirements – Design.

The Tenderer may be requested to amplify, explain or develop its Outline Quality Plan prior to the date of acceptance of the Tender and to provide more detail with a view to reaching provisional acceptance of such a plan.

## **FORM OF TENDER - APPENDIX 4**

### **OUTLINE SAFETY, HEALTH & ENVIRONMENT PLAN**

The Tenderer shall submit as part of his Tender an Outline Safety, Health & Environment Plan which shall contain sufficient information to demonstrate clearly the Tenderer's proposals for achieving effective and efficient compliance to the conditions of contract on SHE and SHE manual. The Outline Plan should include an outline of the procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring safety

The Outline Plan shall be headed with a formal statement of policy in relation to safety, Health & Environment protection and shall be sufficiently informative to define the Tenderer's plans and set out in summary an adequate basis for the development of the Site Safety, Health & Environment Plan.

The Tenderer may be requested to amplify, explain or develop his Outline Safety, Health & Environment Plan prior to the date of acceptance of the Tender and to provide more details with a view to reaching provisional acceptance of such a plan.

## **FORM OF TENDER - APPENDIX 5**

### **TENDERER'S TECHNICAL PROPOSALS**

The Tenderer shall prepare his Technical Proposals based on the contents of Annexure 2 to the Instructions to Tenderers

## **FORM OF TENDER - APPENDIX 6**

### **EVIDENCE OF PROFESSIONAL INDEMNITY INSURANCE**

The Tenderer shall provide evidence of his possession of professional Indemnity Insurance at least equal to the amount described in the Appendix 1 to the Form of Tender. He may also provide copies of correspondence with his insurers indicating that suitable insurance cover is available to the Tenderer of equal or greater amount than that indicated in Appendix 1.

## **FORM OF TENDER - APPENDIX 7**

### **STRUCTURE OF THE TENDERER**

#### **STRUCTURE OF THE TENDERER**

The Tenderer shall supply a chart particularising the structure of the Tenderer (identifying all companies comprising the Tenderer in the event that it is a joint venture, partnership and the ownership of each of the companies comprising the Tenderer, identifying all respective intermediate and ultimate holding companies.

#### **COMPOSITION OF THE TENDERER**

1. A copy of any Memorandum of Understanding (MOU) relating to the composition of the Tenderer shall be submitted. For guidance, if the Tenderer is a joint venture, or a partnership then the joint venture, or partnership agreement is to be submitted by the Tenderer. Should the Tenderer be an entity established or to be established to tender for this Contract, details of the shareholders' agreement or proposed shareholders' agreement shall be supplied together with the percentage participation and percentage equity in the agreements.
2. The contractual arrangements and copies of agreements in relation thereto must, as a minimum, provide information on all members or participants involved, their respective participation in the Tenderer, the management structure, ownership and control of the members or participants comprising the Tenderer and if, appropriate, the name of the member or participant who would have overall lead management responsibility for the Works, the registered addresses of all parties and the names of their respective senior partners, chairmen or managing directors as appropriate. Such agreements should also reflect the joint and several liabilities of the members to the Employer in the event that the Contract is awarded to them.
3. The Tenderer shall provide written confirmation that:
  - (a) The agreement or agreements submitted represent the entire agreement between the members or participants comprising the Tenderer as to the Tenderer's legal persona;
  - (b) There is or are no other agreements relating to the Tenderer's incorporation, powers or organisation which may affect in any way his ability to carry out the Works; and
  - (c) No changes will be made to any such agreements during the tender period without first obtaining the Employer's agreement to the proposed change or changes.

## **FORM OF TENDER - APPENDIX 8**

### **STAFFING SCHEDULES AND ORGANISATION CHART**

The Tenderer shall provide a complete Staffing Schedule and Organisation Chart as required by paragraph C12 of these Instructions to Tenderers.

## FORM OF TENDER - APPENDIX 9

### SCHEDULE OF COMPONENTS MANUFACTURED OFFSHORE

#### Schedule of Components Manufactured Offshore

Item	Description of Systems/Components to be Imported
	<b>(to be produced and submitted by Tenderers)</b>

## **FORM OF TENDER - APPENDIX 10**

### **TENDER INDEX**

The Tenderer shall include with his Tender an index which cross refers all of the Employer's tender requirements elaborated in these documents to all the individual sections within Tender Package 1 : Technical Package and Tender Package 2 : Financial Package which the Tenderer intends to be the responses to each and every one of those requirements.

The Tender Packages submitted must be clearly presented, all pages numbered and laid out in a logical sequence with main and subheadings to facilitate evaluation.

**APPENDIX 11**  
**FINANCIAL DATA**

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**APPENDIX 12  
FINANCIAL DATA**

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