



National Highways & Infrastructure Development Corporation Ltd.

**(Ministry of Road Transport & Highways)
Government of India**

“Supervision Consultancy Services during operation & maintenance period of Automated Multilevel Car Parking System located at Transport Bhawan, Parliament Street, New Delhi- 110001”

REQUEST FOR PROPOSAL

Jan, 2020

**National Highways & Infrastructure Development Corporation Ltd.
PTI Building, 3rd Floor
4, Parliament Street
New Delhi-110001**

Notice Inviting Tender

Bid/ Package no. NHIDCL/AMLCP/Supervision during AMC/2020

Dated: 24/01/2020

RFP for “Supervision Consultancy Services during operation & maintenance period of Automated Multilevel Car Parking System located at Transport Bhawan, Parliament Street, New Delhi- 110001”

National Highways & Infrastructure Development Corporation Ltd. (hereinafter called “the Employer”) hereby invites bids for the supervision during operation & maintenance period of Automated Multilevel Car Parking System located at Transport Bhawan, Parliament Street, New Delhi-110001.

Sr. No.	Name of Work and Location	Cost of Tender Documents (Rs)	Completion Period	Earnest Money Deposit/Bid Security (Rs)	Last Date & Time of Bid Submission
1	Supervision Consultancy Services during operation & maintenance period of Automated Multilevel Car Parking System located at Transport Bhawan, Parliament Street, New Delhi- 110001	5,000/-	36 months	1,00,000/-	25.02.2020 (1500 hrs)

1. Preliminary Requirement:

(a) Should have completed 01 (one) work of *supervision during construction of Automated Multilevel Car Parking System or supervision during operation & maintenance period of Automated Multilevel Car Parking System* having project construction cost of Rs. 5.00 Crore and ECS of minimum 100 Cars, during last 07 (Seven) years.

or

Should have completed 02 (two) works of *supervision during construction of Automated Multilevel Car Parking System or supervision during operation & maintenance period of Automated Multilevel Car Parking System* having project construction cost of Rs. 3.12 Crore each and ECS of minimum 100 Cars during last 07 (Seven) years.

or

Should have completed 03 (three) works of *supervision during construction of Automated Multilevel Car Parking System or supervision during operation & maintenance period of*

Automated Multilevel Car Parking System having project construction cost of Rs. 2.50 Crore each and ECS of minimum 100 Cars during last 07 (Seven) years.

(b) Average Annual Turnover of Rs. 50.00 Lakhs during last 3 Financial Years (ending Financial Year as 2018-19), duly certified by Chartered Accountant.

2. The scope of work includes supervision during operation & maintenance period of Automated Multilevel Car Parking System located at Transport Bhawan. The detailed scope of work is mentioned at para 4 of Special Conditions of Contract.

3. The tender document can be viewed/downloaded from the CPPPortal (www.eprocure.gov.in) & NHIDCL Website (www.nhidcl.com) from 24.01.2020 to 25.02.2020 (1500 hrs). Bids should be submitted online in the prescribed format. Technical Bid should also be submitted in Physical Form as well on or before the scheduled Bid Due Date. Financial Bid should be submitted in Online Mode only as per the BoQ. No other mode of submission is acceptable. In case of any discrepancy between documents submitted in physical and online form, documents submitted in online form will prevail over the documents submitted in physical form. Bids not submitted online shall be summarily rejected.

4. To participate in the bidding process, the bidders shall have to pay non-refundable tender document fee of Rs. 5,000/- in the form of DD drawn on any schedule bank in India in favour of "Managing Director, National Highways & Infrastructure Development Corporation Ltd." payable at New Delhi.

5. Any amendments/clarifications to the bid document will be hosted on the above mentioned websites only.

6. For any clarification, the following office may be contacted:

(Rajeev Sood)
General Manager (Tech)

National Highway & Infrastructure Development Corporation Ltd.
PTI Building, 2nd Floor, 4, Parliament Street, New Delhi-110001,
Ph. 011-2346 1621
Email: gm5@nhidcl.com

7. Conditional bids would be rejected.

8. NHIDCL reserves the right to accept/reject any or all the bids without assigning any reasons thereof, at any stage of bidding process.

9. Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

Bid Document / NIT Publishing Date	24.01.2020 (1500hrs)
Bid Document Download / Start Date	24.01.2020 (1700hrs)
Clarification Start Date (Pre bid queries)	24.01.2020 (1700hrs)
Clarification End Date(Last date for receipt of pre bid query)	07.02.2020 (1500hrs)
Pre bid meeting	10.02.2020 (1500hrs)
Authority's response to pre bid queries latest by	14.02.2020 (1500hrs)
Bid submission End Date (online & physical Copy)	25.02.2020 (1500hrs)
Opening Date of Technical Bids	26.02.2020 (1500hrs)
Date of uploading list of Technically Qualified Bidders	To be intimated later
Date of Opening of Financial Bids of Technically Qualified Bidders	To be intimated later

(Rajeev Sood)
General Manager (Tech)

Instruction to Bidders (ITB)

1. The prospective bidders must read the Terms & Conditions carefully. He should only submit his bid, if he considers himself eligible and he is in possession of all the documents required.
2. The tender document can be viewed/downloaded from the CPPPortal (www.eprocure.gov.in) & NHIDCL Website (www.nhidcl.com) from 24.01.2020 to 25.02.2020 (1500 hrs). Bids should be submitted online in the prescribed format. Technical Bid should also be submitted in Physical Form as well on or before the scheduled Bid Due Date. Financial Bid should be submitted in Online Mode only as per the BoQ. No other mode of submission is acceptable. In case of any discrepancy between documents submitted in physical and online form, documents submitted in online form will prevail over the documents submitted in physical form. Bids not submitted online shall be summarily rejected.
3. To participate in the bidding process, the bidders shall have to pay non-refundable tender document fee of Rs. 5,000/- in the form of DD drawn on any schedule bank in India in favour of “Managing Director, National Highways & Infrastructure Development Corporation Ltd.” payable at New Delhi.
4. **List of Documents to be submitted along with the Technical Bid:-**
 - (i) Bid Security of Rs. 1.00 Lakhs in the form of Demand Draft issued from schedule Bank in favor of “Managing Director, National Highways & Infrastructure Development Corporation Ltd. payable” at New Delhi.
 - (ii) Cost of Tender Document of Rs. 5,000/- in the form of Demand Draft issued from schedule Bank in favor of “Managing Director, National Highways & Infrastructure Development Corporation Ltd.” payable at New Delhi.
 - (iii) **Work Experience:**
 - (a) Experience Certificate/ Completion Certificate of having completed similar nature work as stated in numbered para 1 (a) of NIT. (Copy of Letter of Award/ work order shall not be considered).
 - (b) CV of the Technical Expert to be deployed at site (refer para 4 of Special Conditions of Contract). The CV is to be supported by Educational qualification certificates and requisite experience certificate as per para 5 of Special Conditions of Contract.
 - (iv) Average Annual Turnover Certificate of Rs. 50.00 Lakhs during last 03 Financial Years (2016-17, 2017-18, 2018-19) duly certified by Chartered Accountant. Audited Balance Sheets are also to be submitted alongwith.
 - (v) Copy of GST registration of the firm.

(vi) Power of Attorney of the Authorized Signatory of the firm for the project.

(vii) An duly notarized affidavit stating as follows:- *“I/We (.....name of the firm.....) undertake and confirm that eligible similar works(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 bidding in NHIDCL in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Employer shall be free to forfeit the entire amount of Earnest Money/ Performance Guarantee.”*

(viii) Tender Application Form as per Appendix-I.

(ix) Integrity Pact as per Appendix-IV.

(x) An Undertaking as per the format furnished in *Appendix-V* stating that the bid shall be valid for a period of 120 days from the date of submission of the bid.

5. The Technical Bid of the bidders would be first evaluated for eligibility in terms of the requirements stipulated under Clause no. 4 of ITB. In case the Technical Bid is found fulfilling the qualification criteria as per Clause no. 4 of ITB, the Financial Bid of all such Technically Qualified bidders shall be opened.

6. The bidder must quote the Financial Bid *inclusive of all taxes including GST*. The Financial Bid would be evaluated and ranked on the basis of the quote submitted by the bidders. The work will be awarded to the Technically Qualified bidder, who has quoted the lowest Financial Bid i.e. who has quoted the lowest price (L-1 bidder) for the project.

7. NHIDCL will notify the L1 bidder (successful bidder) that its proposal has been accepted by issuance of Letter of Award (LoA). The successful bidder shall execute the Contract Agreement within 16 days from the date of issuance of LoA.

8. Contract Agreement shall be drawn with the successful bidder as per the prescribed format as per Appendix-II of RFP.

9. NIT, Instructions to Bidders, Conditions of Contracts, Special Conditions of Contract and all such relevant documents shall form part of the Contract Agreement.

10. The time allowed for carrying out the work will be 36 Months from the date of start of services (i.e. from the date of issuance of Letter to Proceed).

11. The bid submitted shall be opened on 26.02.2020 (1500 Hours).

12. The successful bidder, whose bid is accepted, will be required to furnish performance security of 10% (Ten Percent) of the quoted amount within 10 days of issue of “Letter of Acceptance”. This Performance Security shall be in the form of Bank Guarantee @ 10% of the contract value in the prescribed format appended with the Bid Document at Appendix-III. If the Bid of the

successful Bidder is seriously unbalanced in relation to the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices.

13. Prospective bidders are advised to inspect and examine the site, the Automated Car Parking System and its surroundings and satisfy themselves before submitting their tenders so as to take stock of the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall by themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site and the Automated Car Parking System whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services (if any) required for executing the work including permission from statutory authorities unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

14. The Employer does not bind itself to accept the lowest or any other tender and reserves to itself the right to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

15. Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the consultants who resort to canvassing will be liable to rejection.

16. The fee for the Consultancy Services shall be paid to the Consultant on **Quarterly Basis**.

17. The Bid Security of the unsuccessful bidders shall be released after the issuance of LoA to the successful bidder. The Bid Security of the successful bidder shall be released after the signing of Contract Agreement. The Bid Security of the successful bidder shall be forfeited (a) if the bidder withdraw his bid during the period of bid validity (b) if the bidder fails to submit the Performance Security within the stipulated time (c) if the bidder fails to sign the Contract Agreement within the stipulated time

GENERAL CONDITIONS OF CONTRACT

Name of Work: “Supervision Consultancy Services during operation & maintenance period of Automated Multilevel Car Parking System located at Transport Bhawan, Parliament Street, New Delhi- 110001”

The terms and conditions for the work shall be as under:

1. The time allowed for the completion of work is 36 months from the date of issue of Letter to Proceed. The period of consultancy services of the consultant may further be extended with mutually agreed terms and conditions.
2. Extension of time shall normally be not permitted. However, in case necessary the same shall be obtained from NHIDCL in writing giving reasons thereof on mutually agreed terms and conditions.
3. The Technical Bid of the bidders would be first evaluated for eligibility in terms of the requirements stipulated under Clause no. 4 of ITB. In case the Technical Bid is found fulfilling the above qualification criteria, the Financial Bid of all such Technically Qualified bidders shall be opened. The bidders must quote the Financial Bid *inclusive of all taxes including GST*. The Financial Bid would be evaluated and ranked on the basis of the quote submitted by the bidders. The work will be awarded to the Technically Qualified bidder, who has quoted the lowest Financial Bid i.e. who has quoted the lowest price (L-1 bidder) for the project.
4. NHIDCL reserves the right to accept/reject any of the tender without assigning any reason whatsoever, at any stage of the bidding process.
5. Poor workmanship is liable to be rejected and no payment on that account shall be made.
6. The fee for the Consultancy Services shall be paid to the Consultant on *Quarterly Basis*.
7. 95% of the bill amount shall be released to the Consultant after approval of bill while 5 % of the bill amount shall be withheld as retention money deducted from each bill upto maximum 5% of the contract amount. Retention money thus deducted will be kept as Security Deposit till the expiry of defect liability period (DLP) of 1 year from the date of completion of services.
8. In case any defect comes in notice during the DLP, the Consultant would be liable to rectify the same within 7 days, failing which, NHIDCL will get the same rectified at the risk & cost of the Consultant.

9. The Consultant shall be fully responsible for the safety precautions, labour laws and GST or any other taxes directly to the concerned department. NHIDCL/Ministry shall not entertain any claim whatsoever in this respect.

10. The work shall be carried out in the professional manner satisfactorily to cause least disturbance to the working of NHIDCL / Ministry. Any failure to supervise the operation & maintenance of the System by the Consultant may result in termination of Contract and forfeiture of Performance Guarantee.

11. The work performed shall be having the Defect Liability Period for one (01) year from the date of completion of Consultancy Services.

(Rajeev Sood)
General Manager (Tech)
NHIDCL HQ

SPECIAL CONDITIONS OF CONTRACT

Name of Work: “Supervision Consultancy Services during operation & maintenance period of Automated Car Parking System located at Transport Bhawan, Parliament Street, New Delhi-110001”

Scope of Work:

1. The scope of work includes supervision during operation of maintenance of Automated Multilevel Car Parking System installed at Transport Bhawan, New Delhi. The detailed scope of work is explained at para 5 below.

2. The brief of the Automated Multilevel Car Parking System is as under:
 - Capacity: 110 + 2 cars
 - Type: Automated Shuttle Type Multilevel Car Parking System
 - Level: G+7
 - Ground Area: 314 sq mtr.
 - Location: Transport Bhawan, Ministry of Road Transport and Highways, New Delhi -01.
 - Operation & Maintenance Period: 10 (ten) years

A tentative list of items which were used for the construction of the Automated Multilevel Car Parking System has been uploaded separately along with this RFP document, having the file name “List of items” at the mentioned websites.

3. The Consultant is advised to inspect and examine the site, Automated Multilevel Car Parking System and its surrounding and satisfy themselves before submitting the tender so as to take stock of the form and nature of the site, the means of access of the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender.

4. The Consultant shall have to provide the following as the part of the scope of work:

Monthly report on the Automated Multilevel Car Parking System	To be submitted by the 07 th of each calendar month.
Technical expert	The Consultant to deploy a technical expert on weekly basis for the supervision of the Automated Multilevel Car Parking System.
<i>Note: Attendance Register of the technical expert shall be maintained at site and to be submitted along with the quarterly bill.</i>	

The detailed scope of work includes but not limited to the following:

- (i) Maintenance Report of all the equipments installed at the Automated Multilevel Car Parking System.
- (ii) Test check and advance information of any anticipated defects/situation to the O&M contractor.
- (iii) Maintenance of diesel consumption logbook of DG Set
- (iv) Mock drill and checking of the Fire Fighting System (once in a week)
- (v) Checking of all sensors installed (once in a week)
- (vi) Checking of passenger lift functionality (once in a week)
- (vii) Bridge bearing (once in a month)
- (viii) Leakage of fuel/diesel on the floor (once in a week)
- (ix) Cleanliness within the building
- (x) Attendance certificate of valet drivers.
- (xi) Will check and securitize the operation & maintenance bills of the operation & maintenance contractor and recommended the same to NHIDCL within 48 hours for payment.
- (xi) Check list of the following:

PARKING SYSTEM-1	Elevator	<p>Checking whether Bolt of Table & Frame is tightened.</p> <p>Checking regarding alignment of counter weight and guide wheels positioning & realignment.</p> <p>Checking functionality of all electrical components and KKP Panel cleans by Blower.</p>
	Shuttle	<p>Checking position of all Wheels and all mounting.</p> <p>Checking the tightening and functionality of Limit Switches</p> <p>Checking of tightening of all Bolts & nuts.</p> <p>Checking the tightening of sensor mounting.</p>
	Dolly	<p>Checking of Bush and Bearing.</p> <p>Checking the adjustment of slider.</p>

		<p>Checking whether all nuts and bolts are tightened.</p> <p>Checking of Dolly Guide wheels and Load wheel.</p> <p>Checking the Cleaning and Lubrication of Drive chain, load chain and Dolly Jack Up& Down.</p>
	Entry Lobby	<p>Checking of lubrication in Doors mechanism.</p> <p>Checking of tightening of sensor mounting.</p> <p>Checking Limit switch of wheel stopper</p> <p>Checking Mounting of barrier.</p>
	Exit Lobby	<p>Checking of lubrication in Doors mechanism.</p> <p>Checking of Tightening of sensors mounting.</p> <p>Checking the mounting of barrier.</p>
PARKING SYSTEM-2	Elevator	<p>Checking the tightening of Bolt of Table & Frame.</p> <p>Checking of alignment of counter weight and Guide wheels Positioning & Realignment</p> <p>Checking Functionality of all electrical components and KKP Panel cleans by Blower.</p>
	Shuttle	<p>Checking of position of all Wheels and All mounting.</p> <p>Checking the tightening and functionality of Limit Switches</p> <p>Checking of tightening of all Bolts & nuts.</p> <p>Checking the tightening of sensor mounting.</p> <p>Checking of functionality of all electrical components</p> <p>Checking the cleaning of shuttle panel by blower.</p>
	Dolly	<p>Checking of Bush and Bearing</p> <p>Checking of adjustment of slider.</p> <p>Checking of tightening of all nuts and bolts.</p> <p>Checking of Dolly Guide wheels and Load wheel.</p> <p>Cleaning and Lubrication of Drive chain, load chain and Dolly Jack Up& Down.</p>
	Entry Lobby	<p>Checking of lubrication in Doors mechanism.</p> <p>Checking of tightening of sensors mounting.</p> <p>Checking the Limit switch of wheel stopper.</p> <p>Checking Mounting of barrier.</p>
	Exit Lobby	<p>Checking of Lubrication in Doors mechanism.</p> <p>Checking of Tightening of sensors mounting.</p> <p>Checking of Mounting of barrier.</p>
CAR STALL	All Floor	Visual checking of Proximity Plates and stalls.
D.G. SET	Checking	
Others	Any noticeable defects	

5. The essential educational qualification of the Technical Expert to be deployed at site should be as under:

He/She should be a Graduate in Electrical/Mechanical engineering having atleast 8 years of professional experience in Planning, supervising, managing of all aspects of successful implementation of MEP (Mechanical, Electrical and Plumbing) and Fire Fighting installation in project.

6. In case, the Consultant fails to deploy the required technical expert and fails to submit the Monthly report as mentioned under para 4 above, recovery shall be made from the bill as detailed below:

- (i) Technical Expert @ Rs. 1000/- per day
- (ii) Monthly report @ Rs. 2000/- per report

7. The persons engaged by the Consultant would have to abide by all security norms laid by the MoRTH / NHIDCL. Proper discipline shall have to be maintained at site of work.

8. The Consultant shall be liable to pay compensation to the staff engaged by him in the event of any accident.

9. The Authority shall not own any responsibility or liability of any kind in respect of the staff engaged by the Consultant for the work covered under this agreement.

10. The work performed shall be having the Defect Liability Period for one (01) year from the date of completion of Consultancy Services.

11. The rate quoted in the Financial Bid should be inclusive of all taxes including GST.

12. Force Majeure

12.1. Definition

(a) For the purpose of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such Party's Sub- consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

12.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions "due care" and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

12.3. Measures to be Taken

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

12.4. Extension of time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

12.5. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

12.6. Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

13. Suspension

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

14. Termination

14.1. By the Client

The Client may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (e) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 14.1 terminate this Contract.

(a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause no. 13 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing :

(b) if the Consultants become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows to be false;

(d) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(f) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among consultants (Prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

14.2. By the Consultant

The Consultant may, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause no. 14.2 , terminate this contract.

(a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute within forty five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 16 hereof.

14.3. Cessation of Services

Upon termination of this Contract by notice of either Party to the other, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

14.4. Payment upon Termination

Upon termination of this Contract pursuant to Clause no. 14.1 or 14.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client):

(a) remuneration for Services satisfactorily performed prior to the effective date of termination;

(b) reimbursable expenditures actually incurred prior to the effective date of termination; and

(Rajeev Sood)
General Manager (T)

Appendix-I

TENDER APPLICATION FORM

Date:
Tender No :

To

Sh. Rajeev Sood
General Manager (Tech)
NHIDCL
2nd Floor, PTI Building,
Parliament Street, New Delhi-110001

Sir,

Having examined the tender documents, the receipt of which is hereby duly acknowledged, I/We the undersigned offer to carry out **Supervision Consultancy Services during operation & maintenance period of Automated Car Parking System located at Transport Bhawan, Parliament Street, New Delhi- 110001.**

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

I/We agree to abide by this proposal for a period of 120 day from the date fixed for reviewing the bid and it shall remain binding upon us and may be accepted at any time before the expiration of the period.

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

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

SEAL OF COMPANY.....

(Signature of the Authorized Representative)

Appendix-II

FORM OF AGREEMENT

This agreement is made on the between the National Highways & Infrastructure Development Corporation Ltd, New Delhi (hereinafter called "the Employer" of the one part and (here in after called "the Contractor") of the other part.

AND WHEREAS the Employer invited bids from eligible bidders for the execution of the work, viz. **"Supervision Consultancy Services during operation & maintenance period of Automated Car Parking System located at Transport Bhawan, Parliament Street, New Delhi- 110001"**. *Contract Package No: NHIDCL/AMLCP/Supervision during AMC/2019*

AND WHEREAS pursuant to the bid submitted by the Consultant dated (hereinafter referred to as the "the Offer"), the Employer has by his Letter of Acceptance no. accepted the offer submitted by the Contractor for the execution and completion of such works and the remedying of any defects therein, on terms and conditions in accordance with the documents listed in numbered para 2 below.

AND WHEREAS the Contractor by a deed of undertaking dated has agreed to abide by all the terms of the bid, including but not limited to the amount quoted for the execution of Contract, as stated in the bid, and also to comply with such terms and conditions as may be required from time to time.

AND WHEREAS the Contractor has agreed to undertake such works and has furnished a performance security in pursuant to of RFP.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement works and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to;
2. The following documents shall be deemed to form and be read and constructed as part of this agreement viz.
 - a. The Contract Agreement,
 - b. Letter of Acceptance,
 - c. Contractor's Bid,
 - d. Contract Data,
 - e. RFP including Conditions of Contract, Special Conditions of Contract
 - f. Technical Specifications,
 - g. Bill of Quantities
 - h. Integrity Pact

- i. Any other relevant document in relation to the Contract.
- 3. The foregoing documents shall be constructed as complementary and mutually explanatory one with another. Should any ambiguities or discrepancy be noted then the order of precedence of these documents shall subject to the condition of particular applications be as listed above.
- 4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respect with the provisions of the contract.
- 5. The employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and the remedying of defects therein the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties here to have caused this agreement to be executed the day and year first before written.

Signed, sealed and delivered by the said Employer through his Authorized Representative and the said Contractor through his Power of Attorney holder in the presence of:

For and on behalf of
National Highways &
Infrastructure Development
Corporation Ltd

For and on behalf of

(Rajeev Sood)
General Manager (Tech)

Authorized Signatory

In the presence of:

- 1. Name:
- 2. Address

- 1. Name:
- 2. Address

- 1. Name:
- 2. Address

- 1. Name:
- 2. Address

Appendix-III

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

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

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

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

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

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

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

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

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

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

This guarantee shall be valid until 28 days from the date of expiry of the Defects Liability Period.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. (Rs. in words) and the guarantee shall remain valid till. Unless a claim or a demand in writing is served upon us on or before all our liability under this guarantee shall cease.

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

Designation.....

Employee Code.....

Name of the Issuing Bank:

Branch:

Address:

Phone no:

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

Not to be a part of BG*:

***Note: Information about the issuance of Performance Bank Guarantee may be submitted through SFMS gateway to the Syndicate Bank, Transport Bhawan, New Delhi (SYNB0009062) to aid in the process of confirmation of Bank Guarantee.**

Appendix - IV

(To be submitted at the time of signing of Contract Agreement)

Integrity Pact

This integrity Pact is made at **National Highways Infrastructure Development Corporation Limited (NHIDCL)**, New Delhi on this

BETWEEN

President of India through **National Highways Infrastructure Development Corporation Limited (NHIDCL)** under Ministry of Road Transport & Highways, Government of India represented by **National Highways and Infrastructure Development Corporation Limited**, represented by its Managing Director and having its principal office at 3rd Floor, PTI Building, 4, Parliament Street New Delhi-110001, (hereinafter referred to as the "**Principal/Owner**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns)

AND

..... (Hereinafter referred to as "The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)" and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.)

Preamble

Whereas, the Principal has floated the Tender NIT No.-..... (**herein after referred to as "Tender/Bid"**) and intends to award, under laid down organizational procedure, contract/s for ".....(Name of work)....."(hereinafter referred to as the "Contract").

And Whereas the Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as "Integrity Pact" or "Pact") the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties.

Now, therefore, in consideration of mutual covenants contained in this pact, the parties hereby agree as follows and this pact witnesses as under:

Article-1: Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

(a) No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a Contract, demand, take a promise for or accept, for self, or third person, any material of immaterial benefit which the person is not legally entitled to.

(b) The Principal will, during the Tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender process, provide to all Bidders) the same information and will not provide to any Bidders) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

Article - 2: Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s).

The Bidder(s)/ Contractors)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidders)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/ Contractors)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidders)/ Contractors)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.

(e) The Bidder(s)/ Contractors)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.

(f) The Bidders)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(g) The Bidders)/ Contractors)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt., bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

Article - 3 Disqualification from tender process and exclusion from future contracts.

(1) If the Bidders)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.

(2) If the Bidder(s)/ Contractor(s)/ Concessionaires)/ Consultant(s) has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidders)/ Contractors)/ Concessionaire(s)/ Consultant(s) for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidders)/ Contractors)/ Concessionaire(s)/ Consultant(s) and the amount of the damage. The exclusion will be imposed for a maximum of 3 years.

(3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "On the basis of facts available there are no material doubts"

(4) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidders)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall be final and binding on the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), however, the Bidders)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can approach IEM(s) appointed for the purpose of this Pact.

(6) On occurrence of any sanctions/ disqualification etc arising out from violation of integrity pact, the Bidder(s)/ Contractors)/ Concessionaire(s)/ Consultant(s) shall not be entitled for any compensation on this account.

(7) Subject to full satisfaction of the Principal, the exclusion of the Bidders)/ Contractors)/ Concessionaire(s)/ Consultant(s) could be revoked by the Principal if the Bidders)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article - 4: Compensation for Damages.

(1) If the Principal has disqualified the Bidders) from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.

(2) In addition to I above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/ Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/ Consultant and/ or demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

Article - 5: Previous Transgressions

(1) The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti-corruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article - 6: Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors.

(1) The Bidders/ Contractors/ Concessionaire/ Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors/ Concessionaires/ Consultants and subcontractors.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Article - 7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-con tractor(s).

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant or subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, which constitutes Corruption, or if the Principal has substantive suspicion in this regard, the Principal will Inform the same to the Chief Vigilance Officer.

Article- 8: Independent External Monitor (IEM)

(1) The Principal has appointed Dr. Satyanarayana Dash, IAS (retd.) as Independent External Monitor (hereinafter referred to as "Monitor") for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Director General (Road Development) & Special Secretary

(3) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Director General (Road Development) & Special Secretary within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Director General (Road Development) & Special Secretary, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director General (Road Development) & Special Secretary has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word 'Monitor' would include both singular and plural.

Article-9 Pact Duration

This Pact begins when both parties have legally signed it (in case of EPC i.e. for projects funded by Principal and consultancy services). It expires for the Contractor/ Consultant 12 months after his Defect Liability period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders 6 months after this Contract has been awarded. In case of BOT Projects, it expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded.

If any claim is made/ lodged during his time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Director General (Road Development) & Special Secretary.

Article -10 Other Provisions.

(1) This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) If the Bidder/Contractor/Concessionaire/Consultant is a partnership or a consortium, this pact must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

(6) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extent law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness:-

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of the Contractor)

Place_____

Date_____

Witness 1 : (Name & Address):

Witness 2 : (Name & Address):

Appendix - V

(To be submitted on Company's Letterhead only and signed by the Authorized Signatory)

I, the undersigned do hereby undertake that our firm M/sagree 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 Authorized Representative.....

Name of Firm.....

Date: