

National Highways & Infrastructure Development Corporation Limited



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

Request for Proposal

For

**Empanelment of Consultancy Services for DPR of Residential
and Non-Residential Accommodations at various locations in
India.**

PTI Building, 3rd Floor, Parliament Street, New Delhi-110001

February 2020

DISCLAIMER

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

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

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

National Highways & Infrastructure Development Corporation Ltd.

Contract No.: NHIDCL/Housing/DPR/2020

26.02.2020

SECTION I

Request for Proposal for Empanelment of Consultancy Services for DPR of Residential and Non-Residential Accommodations at various locations in India.

1. National Highways and Infrastructure Development Corporation Limited (NHIDCL) was incorporated on 18th July, 2014 as a fully owned company under the Ministry of Road Transport & Highways, Government of India. The company promotes, surveys, establishes, designs, builds, operates, maintains and upgrades National Highways and Strategic Roads including interconnecting roads in parts of the country which share international boundaries with neighboring countries. The regional connectivity so enhanced would promote cross border trade and commerce and help safeguard India's international borders. This would lead to the formation of a more integrated and economically consolidated South and South East Asia. In addition, NHIDCL has undertaken the works of Infrastructural Development also and one of such infrastructural work completed is the Construction of Automated Multilevel Car Parking facility having parking capacity of 112 cars, in the premises of Transport Bhawan, MoRTH at Parliament Street, New Delhi, a prestigious project of Ministry of Road Transport & Highways. Further, NHIDCL has also initiated the bidding process for Construction of North East Regional Office of National Highways & Infrastructure Development Corporation Limited at Guwahati, Assam.

2. NHIDCL has requested all the States/Union Territories, Metro Stations of India and Other Organizations for undertaking the projects of construction Residential and Non-Residential accommodation through NHIDCL, in order to encounter the housing and non-residential accommodation problem in the interest of the Country at large. Accordingly, organizations like Jammu Development Authority, etc have shown their interest towards the proposal sent by NHIDCL. NHIDCL is anticipating a good number of projects of construction of Residential & Non-Residential Accommodations throughout the Country.

3. Ministry of Road Transport & Highways (MoRTH) has already designated NHIDCL to take up the work of Housing Project for Central/State Governments, PSUs of Central & State Governments, Autonomous bodies, Metro Rail Corporation, Municipal Corporations and other agencies. Further, Ministry of Housing and Urban Affairs (MoHUA) has requested all the States/UTs to utilize the services of NHIDCL in this field.

4. NHIDCL invites Request for Proposal (RFP) for Empanelment of Consultancy Services for DPR of Residential and Non-Residential Accommodations at various locations in India. The empanelment of the Consultants shall be valid initially for a period of 02 (two) year extendable for a further period of 01 (one) year at the discretion of NHIDCL on the same terms & conditions.

5. **How to apply:** The complete Tender Documents can be downloaded from the NHIDCL website <http://nhidcl.com/current-tenders/> and e-portal (CPPP) website. Technical Proposal is to be submitted in Physical form in NHIDCL HQ Office as well as Online in CPP portal on or before the scheduled Bid Due Date. No other mode of submission is acceptable. In case of any discrepancy between documents submitted online and documents submitted in the physical form, the documents submitted in online form shall prevail over the documents submitted in Physical form.

6. Essential Qualification/Eligibility Criteria

6.1 Work Experience

Given the specialized nature of the work, the bidder (i.e. the firm(s) to be qualified as eligible for evaluation) must fulfill the following criteria for successfully bidding:

The bidder must submit Experience Certificate/Completion Certificate of having successfully completed

a. Three Consultancy works of similar nature* each involving built up plinth area of minimum 75,000 sqm(FAR + NON-FAR) or housing project of value Rs 50.00Cr.

Or

b. Two Consultancy works of similar nature* each involving built up plinth area of minimum 1,12,500 sqm(FAR + NON-FAR) or housing project of value Rs 75.00Cr.

Or

c. One consultancy work of similar nature* involving built up plinth area of minimum 1,50,000 sqm (FAR + NON-FAR) or housing project of value Rs 100.00Cr.

Note: Only the Experience Certificate/ Completion Certificate for a similar nature project shall be considered. Letter of Award/ Work Order/Letter of Intent or any other documents will not be considered.

**Definition of "similar nature":* The bidder should have completed Work of Residential or non-residential building (office/institutional /hotel/ hospital/ hostel), under a single order in the preceding 7 years, reckoned from the due date of submission of the bid.

6.2 Financial Capacity

(i) Minimum Average Annual Turnover of Rs. 50.00 Lakh during the last 05 (five) Financial Year (ending FY 2018-19).

(ii) The bidder shall not suffer loss not more than 2 financial year during the last 05 (five) Financial Year (ending FY 2018-19).

Note:

(i) The Bidder shall submit Audited Balance Sheet and Profit & Loss Account Report of last 5 Financial Years i.e. ending Financial Year 31st March 2019 (duly certified by Chartered Accountant)

(ii) The Bidder shall submit a certificate from Chartered Accountant as a proof of turnover for the last five Financial Years i.e. 2014-15, 2015-16, 2016-17, 17-18 & 18-19.

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

7. Evaluation Methodology

1.	<p>Consultancy works of similar nature* each involving built up plinth area of minimum 75,000 sqm (FAR + NON-FAR) or housing project of value Rs 50.00Cr (during last 07 years)</p> <p>(i) Less than 3 work : 0 mark (ii) 3 Work : 30 marks (iii) More than 3 work : 5 marks for each additional work with maximum 10 Marks</p>	40
2.	<p>Annual turnover for the last 5 years</p> <p>(i) Less than Rs. 50.00 Lakh : 0 mark (ii) Equal to Rs. 50.00 Lakh : 10 marks (iii) More than Rs. 50.00 Lakh : 1 marks for each additional Rs. 5.00 Lakh Turnover with maximum 5 marks</p>	15
3.	<p>Strength of Firm</p> <p>(i) No. of Architects having more than 5 years of Experience; In-house/Permanent i.e on the roll of Company ≥ 2 nos. : 5 marks On Contact ≥ 2 nos. : 3 marks</p> <p>(ii) No. of Graduate Civil Engineers having more than 5 years of Experience; In-house/Permanent i.e on the roll of Company ≥ 5 nos. 5 marks On Contact ≥ 5 nos. 3 marks</p> <p>(iii) No. of Environmental Specialists having more than 5 years of Experience; In-house/Permanent (on the roll of Company) ≥ 2 nos. 5 marks On Contact ≥ 2 nos. 3 marks</p> <p>(iv) No. of City/Town Planner having more than 5 years of Experience; In-house/Permanent i.e on the roll of Company ≥ 2 nos. 5 marks On Contact ≥ 2 nos. 4 marks.</p> <p>(v) No. of Graduate Electrical Engineer having more than 5 years of Experience; In-house/Permanent i.e on the roll of company ≥ 2 nos. 5 marks On Contact ≥ 2 nos. 3 marks.</p> <p>(vi) No. of Geo-Technical Specialists having more than 5 years of Experience; In-house/Permanent (on the roll of Company) ≥ 1 nos. 3 marks On Contact ≥ 1 nos. 2 marks</p> <p>(vii) Company having Professional Membership of an Indian / International Professional body ≥ 2 nos. : 2 Marks</p>	30
4.	<p><i>Adequacy of the proposed work plan and methodology in responding to the TOR via a PPT</i></p> <p>(a) APPRECIATION OF PROJECT IMPLEMENTED (5) (b) GENERAL APPROACH & METHODOLOGY USED (5) (c) CONCEPT DESIGN and COST EFFECTIVENESS (5)</p> <p>Note: To be decided by the board of assessor constituted by the NHIDCL on the basis of presentation made by the Consultant bidder.</p>	15
	Total	100

Note:

- a) The computation of the Technical Status of Bidder Assessment would be based on the details provided in Technical Bid.
- b) The evaluation on the Technical Proposal would be qualitative & to the best judgment & discretion of NHIDCL Evaluation Committee. The marks so assigned by NHIDCL would be final and binding on the Bidder.
- c) The composite score under the Technical Proposal would be the arithmetic sum of the marks assigned to the bidder under each of the parameters listed above.
- d) **Only those bidders who have obtained benchmark score of 75 % in technical evaluation will qualify for empanelment.**

8. Selection of Bidder for a project at a location:

Bidders obtaining a bench mark score of minimum 75 shall be empanelled by NHIDCL for present and future project. Accordingly, whenever any prospective client will approach NHIDCL to explore the possibility of setting up Housing Campus and A of Residential/Non-Residential Accommodation at a location, NHIDCL in written, will intimate the empanelled Consultants to submit their Bids for the project at that location. Consultant quoting the least price for the project will be the selected /successful bidder for that particular project.

9. Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

Bid Document /NIT Publishing Date	26.02.2020
Bid Document Download / Start Date	26.02.2020
Clarification Start Date (Pre bid queries)	26.02.2020
Clarification End Date(Last date for receipt of pre bid query)	11.03.2020 (1500hrs)
Pre bid Conference	12.03.2020 (1100hrs)
Authority's response to pre bid queries latest by	16.03.2020
Bid Submission Start Date	26.02.2020
Bid submission End Date (online & physical Copy)	18.03.2020 (1100hrs)
Opening Date of Technical Bids	19.03.2020 (1130hrs)
Date of uploading of list of Technically Qualified Applicants	To be intimated later
Date of Opening of Financial Bids of Qualified Applicants	To be intimated later

10. A pre-Bid Conference shall be held on 12.03.2020 (1100hrs) at NHIDCL HQ to discuss the queries of the bidders. The bidders are requested to submit their queries by email at pc.chanana59@gov.in on or before 11.03.2020 (1500hrs)
11. The empanelled consultants shall keep NHIDCL indemnified throughout the empanelment period against any loss arising out of any action/omission/commission initiated on the basis of the report/professional advice provided by the Consultant. The empanelled agency shall be required to submit an Indemnity Bond as per the format provided in Annexure- E of RFP.

SECTION II

INSTRUCTIONS TO BIDDERS

1. General

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

The Bidders are invited to submit the Technical proposal for empanelment of consultant for preparation of Feasibility Report, Architectural & Structural Design of Housing Campus of Residential/Non-Residential Accommodations at various locations in India.

The NHIDCL will empanel the firms in accordance with the method of selection indicated in this Request for Proposal (RFP).

2. Clarifications

Bidders requiring any clarification on the RFP document may notify NHIDCL in writing till the date set for Pre-Bid Conference i.e. 12.03.2020 (1100hrs). NHIDCL shall upload the response on its website, including a description of the enquiry but without identifying its source

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

ATTN. OF:	P.C. Chanana
DESIGNATION:	General Manager (Tech)
ADDRESS:	2 nd Floor, PTI Building, 4, Parliament Street, New Delhi – 110001
E-MAIL ADDRESS:	pc.chanana59@gov.in

3. Amendments to RFP

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

3.2 Any Addendum/ Corrigendum thus issued would be in writing and shall be uploaded on the NHIDCL website and CPP portal only.

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

4. Language and Currency.

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

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

5. Bid Validity

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

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

6. Site Visit

Whenever any prospective client will approach NHIDCL to explore the possibility of setting up Residential or Non-Residential at a location in India, NHIDCL in written, will intimate the empanelled Consultants to submit their quotation for the project at that location. Consultant quoting the least price for the project will be the selected /successful bidder for that particular project of preparation of Feasibility Report, Architectural & Structural Design of Housing Campus for Residential/Non-Residential accommodations.

7. Preparation of Proposal :

The technical proposal must provide the following information:

- i) Structure and organization of the firm with complete details as per Annexure – A.
- ii) Financial details/information as per Annexure – B.
- iii) Details of all similar works completed in the last 7 years as per Annexure – C.
- iv) Power of Attorney in the name of the Authorized Representative of the Firm.
- v) Any other documents listed out in Clause no. 2, Section V of RFP.

8. Submission of Proposal

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

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

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

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

9. Conflict of Interest:

The consultants shall provide professional, objective and impartial advice and at all times hold the employer's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own interests. Consultants shall not be hired for any assignments that would be in conflicts with their prior or current obligations to other employers, or that may place them in a position of being unable to carry out the assignment in the interest of the employer. Without

limitation on the generality of the foregoing consultants shall not be hired under the circumstances set forth below:

- a. **Conflict between consulting activities and procurement of goods**, works or non-consulting services(i.e., services other than consulting services covered by these guidelines)- A firm that has been engaged by the employer to provide goods, works, or non- consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm , shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non- consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any affiliate that directly or indirectly controls is controlled by, or is under common control with that firm, shall be disqualified from subsequently providing goods, works or services (other than consulting services covered by these guidelines) resulting from or directly related to the consulting services for such preparation or implementation. This provision does not apply to the various firms (consultants, contractors, or suppliers) which together are performing the contractor's obligations under a turnkey or design and build contract.
- b. **Conflict among consulting assignments**- Neither consultants (including their personnel and sub- consultants, nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm, shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants assisting a employer in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, consultants hired to prepare terms of reference (TOR) for an assignment shall not be hired for the assignment in question. .
- c. **Relationship with Employer's staff**- Consultants (including their experts and other personnel, and sub- consultants) that have a close business or family relationship with a professional staff of the employer(or of that project implementing agency) who are directly or indirectly involved in any part of: (i)the preparation of the TOR for the assignment, (ii) the selection process for the contract, or(iii) the supervision of such contract may not be awarded a contract , unless the conflict stemming from this relationship has been resolved in a manner acceptable to the employer throughout the selection process and the execution of the contract.
- d. **A Consultant shall submit only one proposal**, either individually or as a joint venture partner in another proposal. If a consultant, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a consulting firm to participate as a sub- consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by RFP.

10. Selection of successful Consultant for a particular project at a location from among the empanelled Consultants

Bidders obtaining a bench mark score of minimum 75 shall be empanelled by NHIDCL. Accordingly, whenever any prospective client will approach NHIDCL to explore the possibility of setting up Residential or Non-Residential accommodations at a location in India, NHIDCL in written, will intimate the empanelled Consultants to submit their quotation for the project at that location. Consultant quoting the least price for the project will be the selected /successful bidder for that particular project.

11. Sealing and Marking of Bid

11.1 The envelope containing the technical bid should be sealed and marked as “Technical Bid”. The Bidder on the cover of the envelope should clearly mention the Name and Address of the Bidder and also the name of the project i.e. ***Consultancy Services for DPR of Residential and Non-Residential Accommodations at various locations in India.***

11.2 All the communications shall be addressed to:

ATTN. OF:	PC Chanana
DESIGNATION:	General Manager (Tech)
ADDRESS:	2 nd Floor, PTI Building, 4, Parliament Street, New Delhi – 110001
E-MAIL ADDRESS:	pc.chanana59@gov.in

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

12. Proposal Due Date

12.1 Proposal should be submitted on or before 18.03.2020 (1100 Hrs) in the manner and form as detailed in this RFP.

12.2 NHIDCL, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum/Corrigendum.

13. Late Proposals

Any Proposal received by NHIDCL after the ‘Proposal Due Date’ and time will not be accepted.

14. Test of Responsiveness

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

- a) It is received before 1100 Hrs. (IST) on the ‘Proposal Due Date’.
- b) It is signed, sealed and marked as stipulated in Clause 11.
- c) It contains the information and documents as requested in RFP.
- d) It contains information in the format as specified in RFP.
- e) It mentions the validity period as set out in Clause 5.0 (as per format of Annexure G). There are no inconsistencies between the Proposal and the supporting documents.

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

15. Pre-bid Conference:

15.1 The Bidder or his official representative may attend a pre-bid conference, which will be held in NHIDCL HQ, New Delhi on 12.03.2020 at 1100 hrs.

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

15.3 The Bidder is requested to submit any query in writing or by email on or before 11.03.2020 (1500 Hrs).

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

16. Evaluation of Proposal

16.1 Proposals will be assessed in accordance with good professional practices. The specific evaluation criteria are given as under:

1.	Consultancy works of similar nature* each involving built up plinth area of minimum 75,000 sqm (FAR + NON-FAR) or housing project of value Rs 50.00Cr (during last 07 years) (i) Less than 3 work : 0 mark (ii) 3 Work : 30 marks (iii) More than 3 work : 5 marks for each additional work with maximum 10 Marks	40
2.	Annual turnover for the last 5 years (i) Less than Rs. 50.00 Lakh : 0 mark (ii) Equal to Rs. 50.00 Lakh : 10 marks (iii) More than Rs. 50.00 Lakh : 1 marks for each additional Rs. 5.00 Lakh Turnover with maximum 5 marks	15
3.	Strength of Firm (i) No. of Architects having more than 5years of Experience; In-house/Permanent i.e on the roll of Company >= 2 nos. : 5 marks On Contact >= 2 nos. : 3 marks (ii) No. of Graduate Civil Engineers having more than 5years of Experience; In-house/Permanent i.e on the roll of Company >= 5 nos. 5 marks On Contact >= 5 nos. 3 marks (iii) No. of Environmental Specialists having more than 5 years of Experience; In-house/Permanent (on the roll of Company) >= 2 nos. 5 marks On Contact >= 2 nos. 3 marks (iv) No. of City/Town Planner having more than 5 years of Experience; In-house/Permanent i.e on the roll of Company >= 2 nos. 5 marks On Contact >= 2 nos. 4 marks. (v) No. of Graduate Electrical Engineer having more than 5 years of Experience; In-house/Permanent i.e on the roll of company >= 2 nos. 5 marks On Contact >= 2 nos. 3 marks. (vi) No. of Geo-Technical Specialists having more than 5 years of Experience; In-house/Permanent (on the roll of Company) >= 1 nos. 3 marks On Contact >= 1 nos. 2 marks (vii) Company S having Professional Membership of an Indian / International Professional body >=2 nos. : 2 Marks	30
4.	Adequacy of the proposed work plan and methodology in responding to the TOR via a PPT (a) APPRECIATION OF PROJECT IMPLIMENTED (5) (d) GENERAL APPROACH & METHODOLOGY USED (5) (c) CONCEPT DESIGN and COST EFFECTIVENESS (5) Note: To be decided by the board of assessor constituted by the NHIDCL on the basis of presentation made by the Consultant bidder.	15
	Total	100

17. Evaluation Methodology

17.1 Technical Bid Evaluation (100 marks)

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

1.	Consultancy works of similar nature* each involving built up plinth area of minimum 75,000 sqm (FAR + NON-FAR) or housing project of value Rs 50.00Cr (during last 07 years) (i) Less than 3 work : 0 mark (ii) 3 Work : 30 marks (iii) More than 3 work : 5 marks for each additional work with maximum 10 Marks	40
2.	Annual turnover for the last 5 years (i) Less than Rs. 50.00 Lakh : 0 mark (ii) Equal to Rs. 50.00 Lakh : 10 marks (iii) More than Rs. 50.00 Lakh : 1 marks for each additional Rs. 5.00 Lakh Turnover with maximum 5 marks	15
3.	Strength of Firm (i) No. of Architects having more than 5years of Experience; In-house/Permanent i.e on the roll of Company ≥ 2 nos. : 5 marks On Contact ≥ 2 nos. : 3 marks (ii) No. of Graduate Civil Engineers having more than 5years of Experience; In-house/Permanent i.e on the roll of Company ≥ 5 nos. 5 marks On Contact ≥ 5 nos. 3 marks (iii) No. of Environmental Specialists having more than 5 years of Experience; In-house/Permanent (on the roll of Company) ≥ 2 nos. 5 marks On Contact ≥ 2 nos. 3 marks (iv) No. of City/Town Planner having more than 5 years of Experience; In-house/Permanent i.e on the roll of Company ≥ 2 nos. 5 marks On Contact ≥ 2 nos. 4 marks. (v) No. of Graduate Electrical Engineer having more than 5 years of Experience; In-house/Permanent i.e on the roll of company ≥ 2 nos. 5 marks On Contact ≥ 2 nos. 3 marks. (vi) No. of Geo-Technical Specialists having more than 5 years of Experience; In-house/Permanent (on the roll of Company) ≥ 1 nos. 3 marks On Contact ≥ 1 nos. 2 marks (vii) Company S having Professional Membership of an Indian / International Professional body ≥ 2 nos. : 2 Marks	30
4.	Adequacy of the proposed work plan and methodology in responding to the TOR via a PPT (a) APPRECIATION OF PROJECT IMPLIMENTED (5) (e) GENERAL APPROACH & METHODOLOGY USED (5) (c) CONCEPT DESIGN and COST EFFECTIVENESS (5) Note: To be decided by the board of assessor constituted by the NHIDCL on the basis of presentation made by the Consultant bidder.	15
Total		100

- The computation of the Technical Status of Bidder Assessment would be based on the details provided in Technical Bid.
- The evaluation on the Present Technical Proposal would be qualitative & to the best judgment & discretion of NHIDCL evaluation committee. The marks so assigned by NHIDCL would be final and binding on the Bidder.
- The composite score under the Technical Proposal would be the arithmetic sum of the marks assigned to the bidder under each of the parameters listed above.

- d) Only those bidders will qualify for empanelment who has obtained Benchmark Score of 75 % in technical evaluation.

18. Rejection of Bid

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

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

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

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

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

18.4 Conditional proposals shall not be accepted.

19. Confidentiality

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

20. Miscellaneous

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

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

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

20.4 Time is and will be Essence of Contract.

21. Location of the Project:

All over India.

SECTION III (A)

**FORM OF BANK GUARANTEE FOR PERFORMANCE
SECURITY**

[Contract No.: NHIDCL/HOUSING/DPR/2020]

To

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

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

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

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

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

..... (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

invocation.

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

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

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

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

Designation.....

Employee Code.....

Name of the Issuing Bank.....

Branch.....

Address.....

Phone no.....

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

Not to be a part of BG:

Note: Information about the issuance of Performance Bank Guarantee should be submitted through SFMS gateway to the Syndicate Bank, Transport Bhawan, New Delhi-110001 (SYNB010062) to aid in the process of confirmation of Bank Guarantee.

Section III (B)

CONTRACT AGREEMENT

for

Empanelment of Consultancy Services for DPR of Residential and Non-Residential Accommodations at various locations in India.

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

AND WHEREAS the Employer invited bids from eligible bidders for the execution of the work, viz. "*Empanelment of Consultancy Services for DPR of Residential and Non-Residential Accommodations at various locations in India*". Contract Package No: *NHIDCL/Housing/DPR/2020*.

AND WHEREAS pursuant to the bid submitted by the Contractor dated (hereinafter referred to as the "the Offer"), the Employer has, by his Letter of Award no. dated accepted the offer submitted by the Contractor for the execution and completion of such works at the contract price of (inclusive of all taxes including GST) 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 datedhas 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 Clause 32 of Section II of RFP.has agreed to undertake such works and has furnished the Performance Security in pursuant to Clause 15 of Section II 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) General Conditions of Contract
 - e) Special Conditions of Contract
 - f) Bill of Quantities
 - g) Integrity Pact
 - h) List of empanelled consultants

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 on 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

.....

.....

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:

SECTION IV

PAYMENT SCHEDULE and Timelines for Activities

Stages	Description	Timelines for Activities	Payment in % of the Contract value
Stage I	Preliminary report with housing demand assessment, proposed technology to be used, tentative layout and cost estimate	Within 10 days from Date of commencement of consultancy assignment	10 %
Stage II	Final Feasibility report	Within 20 days from Date of commencement of consultancy assignment	15 %
Stage III	Draft DPR	Within 30 days from Date of commencement of consultancy assignment	15 %
Stage IV	Approval and security clearances	Within 30 days after Stage III	20 %
Stage V	Final DPR	Within 10 days after Stage IV	25 %
Stage VI	Bid Documents	Within 10 days after Stage V	15 %

Section V

1.0 Scope of Services

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

- i. The Firms / Consultants shall provide comprehensive consultancy services in Project Conceptualization covering space utilization, functional relations, preparation of master plan including obtaining its statutory and local bodies approval, preliminary project report, preliminary estimate, detailed architectural drawings, structural design (to the extent required for obtaining Local body approvals) and detailing including designing and detailing of all services, their drawings & approval, external development works, landscaping, detailed project report and preparation of all Bid/ Tender documents etc. Consultant shall also plan and accommodate in Lay-out plan all existing Community / Social facilities such as Schools, Dispensaries & Post offices etc. Consultant shall also facilitate the shifting plan of these infrastructure facilities with least impact on them. Consultant shall be vetting and issuing all the “good for construction” drawings after duly proof checked and approval of NHIDCL. The Consultant shall be associated till completion of the project and obtain completion certificate from the concerned local body.
- ii. The tender document for execution work shall be prepared out of one of the alternatives mode as will be approved by the Employer i.e. EPC/ Item Rate/PPP mode, etc as applicable.
- iii. To carryout, structural/geometrical design, and drawing of any other component related with this work but not specifically mentioned above and to do modification in structural design and drawing of the member, if required by the Employer as per site requirement/suggestions of the proof consultant. The decision of NHIDCL or his authorized representative in this regard shall be final and binding on the Consultant.
- iv. To design entire system comprising of all such requirement such as intelligence vehicle access control system (IVACS), parking lot signal, bay guidance system, necessary lighting arrangements following the all design standards such as disability glare, foot candle, full cut of type fixture, horizontal luminance light trespass, applied, uniformity ratio (U.R.O)
- v. To prepare ‘good for construction’ drawings for implementation of project and to provide more detail drawings, if required, by the Employer. Initially consultant shall submit three sets of design and drawings in hard forms and one set in soft form. There after six sets of finally approved design and drawing in hard form and two in soft form. The Consultant shall submit any additional set of drawing and

design calculations in the required no. of copies as may be required by the Employer.

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

2.0 Technical Bid Submission:

The technical bid shall consist of the following documents:

- i. Structure and organization of the firm with complete details as per Annexure-A.
- ii. Financial details / information as per Annexure – B.
- iii. Details of all, similar works completed in the last 7 years as per Annexure – C.
- iv. Registration of the Firm.
- v. Duly executed Power of Attorney in the name of the authorized representative to act on behalf of the tenderer.

3. Terms of Reference

Terms of Reference for Consultancy Services (TOR)

1. General

- 1.1 The National Highways & Infrastructure Development Corporation Ltd. has been assigned the work of preparation of Pre-feasibility report and Detailed Project Report for development of Residential and Non-Residential Accommodations all over India.
- 1.2 NHIDCL will be the employer and executing agency for the consultancy services and the standards of output required from the appointed consultants are of international level both in terms of quality and adherence to the agreed time schedule.

2. Objective

- 2.1 The main objective of the consultancy service is to establish the technical, economical, and financial viability of the project and preparation of Pre-feasibility report and Detailed Project Report for development of Residential and Non-Residential Accommodations all over India.
- 2.2 The consultant should ensure Pre-Feasibility report and Detailed Project preparation incorporating aspects of value engineering, self-sustainable, quality audit and safety audit requirement in design and implementation.
- 2.3 The consultant should, along with Pre-feasibility Report, clearly bring out through financial analysis and the preferred mode of implementation on which the construction works housing are to be taken up.
- 2.4 If the employer desires to foreclose the contract at Pre-Feasibility stage or after preparation of DPR, the contract will be foreclosed after payment up to that stage.

3. Scope of Services

- 3.1 The general scope of services is given in the sections that follow. However, the entire scope of services would, inter-alia, include the items mentioned in the Letter of Invitation and the TOR. The Consultants shall prepare bid documents for each DPR assignment including drawings.
- 3.2 The consultant shall prepare separate documents for BOT as well as HAM contracts at DPR stage. The studies for financing options like BOT, Annuity, HAM will be undertaken in DPR stage.
- 3.3 Consultant shall be responsible for sharing the findings from the preparation stages during the bid process. During the bid process for a project, the consultant shall support the authority in responding to all technical queries, and shall ensure participation of senior team members of the consultant during all interaction with potential bidders including pre- bid conference, meetings, site visits etc. In addition, the consultant shall also support preparation of detailed responses to the written queries raised by the bidders.

3.4 SCOPE OF WORK

3.4.1 Preparation of Pre-feasibility Report

- a. The Firms / Consultants shall provide comprehensive consultancy services in Project Conceptualization covering space utilization, functional relations, preparation of master plan including obtaining its statutory and local bodies approval, preliminary project report, preliminary estimate, detailed architectural drawings, structural design (to the extent required for obtaining Local body approvals) and detailing including designing and detailing of all services, their drawings & approval, external development works, landscaping, detailed project report and preparation of all Bid/ Tender documents etc. Consultant shall also plan and accommodate in Lay-out plan all existing Community / Social facilities such as Schools, Dispensaries & Post offices etc. Consultant shall also facilitate the shifting plan of these infrastructure facilities with least impact on them. Consultant shall be vetting and issuing all the “good for construction” drawings after duly proof checked and approval of NHIDCL. The Consultant shall be associated till completion of the project and obtain completion certificate from the concerned local body.
- b. Carrying out reconnaissance survey along with the proponent/land owning/ Central Executing Agency to examine the general characteristics of the site and identify specific issues. The survey shall include:
 - i) Assessment of alternate sites including the proposed site
 - ii) Available Right of way to the site and potential connectivity opportunities
 - iii) Potential integration points with other proposed facilities
 - iv) Traffic movement
 - v) Topographic survey of the area
 - vi) Major environmental issues such as nearby developments, encroachment, green belt etc.
- c. Determine the suitability of the site in terms of size, technical, environmental & social and economic, financial aspects including compliance to applicable laws/acts etc.
- d. Carry out traffic surveys to estimate the local, city route buses in the old bus stand and the number of buses that will be utilizing the same in the future. Estimate the growth of traffic for the design horizon.
- e. Assessment of areas, built up area requirements for the main terminal as well as space allocation for local city buses, space for other transport facilities like autos, share autos, call taxis, etc., parking facilities for two wheelers, four wheelers, etc., based on projected volume of bus traffic and pedestrian volume.
- f. Study shall consider the planned / proposed developments planned/being planned in the influence area.
- g. Study the general functioning of the existing bus stand and analyze Strength, Weakness, Opportunities and Threats.
- h. The consultant shall identify to NHIDCL the list of permissions as required for construction of Housing from appropriate authorities concerned.

3.4.2 Preparation of Detailed Project Report

After approval of Pre-feasibility Report for the development Housing at selected location, the consultant will be required to prepare the Detailed Project Report after receiving such written instructions from NHIDCL.

The tasks to be accomplished by the consultants but not necessarily limited to the following tasks:

- i. Preparing detailed designs, detailed working drawings, estimates, Bill of quantities and bid documents for the justified investment proposal.
- ii. Preparation of Packaging Plan, Implementation Plan, O&M Plan, Phasing Plan, etc.
- iii. To prepare Environmental and Social Reports as per requirements.
- iv. Preparation of Development plan of various possible alternatives along with development of bus terminal for revenue maximization and preparation of revenue model for the project.
- v. Carry out site evaluation analysis based on borehole data, required soil tests, topographic and level surveys.
- vi. Collection of information about present volume of vehicular traffic, pedestrian volume and the additional volume projected for the future.
- vii. To propose three alternative plans for selection, considering merits and demerits of each of them. Also incorporate alternate circulation patterns for buses and pedestrians including lay out facilities like bus bays and other passenger amenities like terminal buildings, passenger shelter, bathrooms, toilets, Drainage facilities, restaurant, shops, telephone booths, internet centre, Cafeteria, waiting halls, parking area/lot for cycles, motor cycles & cars, lighting, landscaping, security, fire safety, rain water harvesting etc highlighting the need based advantages and their estimated cost.
 - a) Provision should be made for merging of buses coming out from Housing to main road traffic. Logical arrangement of bus bays and other structures should be taken care of inside the Housing in order to avoid congestion, chaos and confusion, through a well-designed circulation plan
 - b) Providing safe, comfortable and visible waiting area and information panel which announce or displays the current available services to different location.
 - c) Sufficient footpath space to minimize conflict between passing pedestrians and waiting passengers while still ensuring unobstructed access for handicapped people.
 - d) Housings should have even and well-draining non-slippery flooring and surfaces.

- e) Explore the possibility of revenue generation through advertisement all around the housing, creating commercial spaces, provision of trolley services, electronic info boards, CCTV etc.
 - f) Assessment of areas, built up area requirements for the proposed housing and allied activities/facilities, based on projected volume of bus traffic.
 - g) Need based demand assessment of prospective occupants belonging to the commercial establishments based on the market surveys have to be carried out.
 - h) Asses the vehicle shift to be expected to take place from existing Bus stand to new Housing.
 - i) Suggest ways and means of improving the traffic circulation in and around the proposed housing. Appropriate entry and exit point to the housing may be fixed to avoid queuing of vehicles, traffic conflicts and congestion onto adjacent roads. Linkages to the main highways, national highways and bypasses are to be considered.
 - j) Study ways to connect the main railway station and airport if any with the housing.
 - k) Study for providing Noise pollution and Air pollution monitoring devices in the housing.
- viii. Study the various rules, regulations guidelines such as land classification, zoning, setbacks, restrictions, open areas, parking requirements etc and apply the same for the project.
 - ix. To prepare a revenue model suggesting ways and means for generating alternative revenues such as pay and use toilets, Advertisements (panels, hoardings and compound wall), parking lots, commercial spaces etc.,
 - x. Analyze the social tolerance and economical impact on the people who are to use the housing. This shall be carried out by conducting a structured questionnaire survey.
 - xi. Benchmarking of other similar facilities in India.
 - xii. Carryout necessary Environmental and Social Assessment for the sites as per Environmental and Social Management Framework.
 - xiii. Identify any litigation issues pertaining to the land identified.
 - xiv. Design of complete drainage system and disposal point for storm water.
 - xv. All required investigations shall be carried out to design and construct basic infrastructure such as road network, passenger amenities, water supply and sewer arrangements, storm water drains and disposals, development of ground water source including rain water harvesting, electrical distribution network with adequate power supply for various operations of the Bus stand and its allied activities.

- xvi. All the surveys, investigations, etc., has to be done as per relevant IS / IRC /NBC manuals/guidelines as required.
- xvii. Soil Investigation and Tests: Geo technical investigation including boreholes with SPT 'N' values, collection of samples and suitable tests as per relevant I.S. / IRC Standards have to be done by consultants to arrive at design parameters for the formation and safe bearing capacity.
- xviii. Considering all the above features the Detailed Project Report shall be prepared based on the site assessment, technical, financial, environmental and social aspects, consisting of detailed designs, drawings (structural, architectural, working drawings), bid documents, cost estimates, specifications, etc.
- xix. The drawings shall consist of site layouts, engineering drawings, structural drawings, architectural drawings etc., which includes also plan, section, elevation, perspectives, floor plans, etc.
- xx. The layout plan showing the location of all the facilities and amenities in the proposed housing and detailed architectural drawings including cross section and elevation of all structures of the proposed housing such as terminal buildings, passenger amenities such as shelters etc., bus bays, bathrooms, toilets and commercial structures like shopping arcade, hotels, travel agencies restaurant, shops, telephone booths, internet centre, Cafeteria, waiting halls, parking area/lots for cycles, motor cycles and cars landscaping etc.
- xxi. Designs and drawings for all Plumbing, Sanitary, electrical, Storm water drain requirements with connection to the city network or safe disposal options, electrical lay out drawings, grading plan, rain water harvesting, etc., complete has to be provided as part of the DPR including the tenderable bid documents.
- xxii. Necessary 2D and 3D drawings, plans, perspectives, etc., shall be prepared and presented for various options, as required. The estimation of civil work quantities/cost for the Housing project shall be prepared based on the above drawings and plinth area rates of PWD/NHIDCL. Cost of the Items not covered under plinth area rate shall be taken on the basis of market analysis.
- xxiii. Develop strategy for phasing of the project optimizing revenue generation without jeopardizing the interest of the users of the facility.
- xxiv. Financial analysis considering the projected cost components, Risk assessment, Implementation Strategy, Recommendations, Project Approach & Way forward.
- xxv. It is also important to include commercial nature for the housing, which can be a source of income to service the debt and Operation & maintenance cost.
- xxvi. A model maintenance manual to be developed by the Consultant for Housing.
- xxvii. Prepare operation and maintenance plan and suggest appropriate organizational structure with financing plan to manage the proposed facilities.

- xxviii. Preparation of a calendar of construction activities/activity schedules, project budget with monthly targets and PERT charts and bid documents as required by NHIDCL.
- xxix. Financial analysis considering the projected cost components, Risk assessment, Implementation Strategy, Recommendations, Project Approach & Way forward.
- xxx. To study, analyze and suggest the feasibility of tapping solar power, Wi-Fi, RO plant and other green initiatives as part of the DPR. **Suitable standards should be used for design of various elements such as provision of drinking water, as per WHO standards, number of toilets as per NBC codes, minimum illumination levels in various areas as per Energy Conservation Building Code, etc.**
- xxxi. Apart from the above, the consultants has to study and provide the Feasibility report for implementation of roof top solar power lighting for own use within the housing and for necessary integration with the local electricity grid.
- xxxii. Necessary fencing, compound wall shall be proposed with innovative designs, as required.

4.0 Detailed Scope of Work

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

A. Part I - Preparation of DPR

- i. **Review:** of previous reports/drawing/data if any and verify the available drawings of the site.
- ii. **Demand Assessment:** The consultant shall carry out required traffic surveys for assessment of parking demand at the site. Estimate demand in terms of population for time horizons of 50 years.
- iii. **Traffic Integration Plan:** The consultant shall develop suitable traffic integration plan for the parking facility. A proper traffic impact assessment study using micro - simulation tools such as Vissim, Aimsun etc. or similar simulation tools, shall be conducted to determine expected tight spots and traffic congestion points in the transport network considering proposed circulation plan and infrastructure provisions and also taking into account the future traffic load. The model shall be built by collecting necessary traffic data (traffic volume counts, intersection counts, speed studies) and calibrated as per industry standards. Various traffic simulation scenarios shall be run to develop and evaluate alternative traffic improvement schemes.
- iv. **Technology Specification:** The consultant shall recommend in its Proposal the advanced Technology.
- v. **Studies, Surveys and Investigations** - The Consultant shall carry out a detailed survey of the site and the surrounding areas to prepare accurate site plans. A report shall be prepared on topographic survey along with the photographs of important locations

- vi. **Geotechnical Survey** - In order to provide reasonable detail to the Applicants for assessing the type and cost of foundation of buildings and structures the Consultant shall carry out geotechnical investigations including conducting Laboratory and Field Test as per BIS along with the analysis of results and preliminary foundation design to determine nature of construction.
- vii. **Assessment of Development control norms** - The consultant shall assess the Local Building bye laws, development regulations, permitted land use and FSI at the site, rules for obtaining permission FSI, TDR, etc., for the proposed site; Details of similar commercial developments in the vicinity/city; Commercial development at the Parking site, if essential for sustainability of the Project. Hence, the Consultant shall assess and recommend optimum commercial space in the Project. However, any such commercial development should be able to co-exist with the parking and surrounding areas of the airport in a complementary and harmonious manner.
- viii. **Concept Plans of the project;** - The consultant shall prepare detailed conceptual plans and elevations according to development norms applicable to the project. The requirements of pedestrians and physically disabled persons are to be specially taken care of.
- ix. **Project cost & time:** Preparation of indicative Cost Estimates and Estimated time for completion of Project.
- x. **Assessment of commercial potential for the project (market assessment)** - The consultant shall do a detailed assessment of commercial potential in terms of market size, product mix and rentals that may be plausible at the project site.
- xi. **Tariff Assessment** - The consultant shall analyse the tariffs charged across cities for parking. The tariff structure shall be designed in such a manner so as to optimize parking revenues.
- xii. **Financial Analysis** - The consultant shall prepare the financial model for development of the project and carry out the financial feasibility assessment for the project.
- xiii. **Operation and maintenance strategy** for the redevelopment/development area of the project.
- xiv. **Risk Assessment** of the project.
- xv. **Selection of Business Development Model-** Based on financial assessment and risk assessment the consultant shall suggest the best fit project structure.

The DPR will be approved by NHIDCL.

5.0. Location of the Project

All over India

SECTION VI

TENDER APPLICATION FORM

Date:

Tender No. :

To

P.C. Chanana
General Manager(Tech)
NHIDCL
3rd Floor, PTI Building,
4-Parliament Street, New Delhi-110001

Sir,

Having examined the tender documents, the receipt of which is hereby duly acknowledged, I/We the undersigned offer to carry out consultancy services for preparation of Feasibility Report, Architectural & Structural Design of Residential/Non-Residential Accommodations at various locations in India

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

I/We agree to abide by this proposal for a period of 120 day from the date fixed for 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)

ANNEXURE – 'A'

STRUCTURE AND ORGANISATION

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

ANNEXURE-B

FINANCIAL INFORMATION

Name of Firm:

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

(Signature of the Authorized Signatory)

Note:

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

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

ANNEXURE - 'C'

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

Name of Firm:

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

Annexure – ‘D’

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

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

Annexure - E
Memorandum of Understanding

This Memorandum of Understanding (MoU) has been entered into at _____, on _____ day of 2019,
by and between

_____ ,

A company established in India and having its registered office at

_____ India,

Hereinafter referred to as “**Lead Party**” (which expression shall, unless repugnant to the context or meaning thereof deem to include its successors and permitted assigns) of the FIRST PART.

AND

_____ ,

a company established in India and having its registered office at

_____ ,

Hereinafter referred to as “**Expert Entity**”, (which expression shall, unless repugnant to the context or meaning thereof deem to include its successors and permitted assigns) of the SECOND PART (also mentioned as the Expert Entity in the RFP)

_____ AND _____ have been,
Hereinafter, also referred to individually as “the party” and collectively as “the parties”,
as the context may require.

1. For the purpose of this MoU, the execution shall also cover the holding companies, subsidiaries, affiliates and associates of either parties.
2. Whereas the Government of India (GoI) through the _____ (hereinafter referred to as the “Client”), has invited Request for proposal (RFP) for **Empanelment of Consultancy Services for DPR of Residential and Non-Residential Accommodations at various locations in India.** (Hereinafter referred to as the “Project/s”)
3. Whereas the parties hereto have agreed to pool in their expertise, manpower, Technical know-how and resources to form a specialized group under the leadership and title of First Party to submit the required documents and certificates jointly for tendering process for the Project/s in the name of First Party and thereafter, on being finally awarded the Project/s, to undertake the execution of required scope of works jointly in the name of First Party for the said Project/s, as per terms and conditions to be agreed under the Concession Agreement with the Client.

4. Now therefore the Parties have entered into this MoU on the mutual agreed terms and conditions and witnessed, confirm and declare as follows:
5. The parties have understood the scope and nature of the works as defined in the RFP and remain responsible to the client for the successful execution of the Project/s in accordance with the terms and conditions of the RFP document/s and the Concession Agreement.
6. The address of the bidder shall be read and recorded as the address of the Lead (First) Party only. All addresses and communication made by client likewise, will be made to such address and addressed to First Part only.
7. That the second party has agreed to recognize The First Party as the Lead Member for the performance of the Contact. Lead Member shall be the authorized signatory on behalf of Second Party. However the Scope of works of the Second Party shall bear the attestation and Signature of the Second party only, the same however may have the forwarding attestation of the First Party if required by the client.
8. The parties hereby agree that the roles and the responsibilities of each party including the shareholding pattern, as is required under the terms and conditions of the RFP Documents, shall be as follows:

No.	Participation Detail	Lead Party (Yes/No)	Expert Entity (Yes/No)
A	Management of SPC	Yes	No
B	technical experience for Design, finalization & approval of Consultancy services for Residential/Non-Residential Accomodations (Including specifications and other ancillary scope of works)	No	Yes
C	Consultancy services for Design, finalization & approval of provision of architectural, structural & MEP services (Including specifications, other ancillary scope of works etc)	yes	No
D	Financial Liability throughout the execution of contract	Yes	No
E	Preparation of feasibility report and analysis (DPR) of Respective scopes	Yes	Yes

Table -1

9. In the event of the project/s being awarded to the bidder, the Parties within a reasonable time shall submit relevant additional information, as may be required, in line with the terms of the RFP document/s submitted and the Concession Agreement entered into by the PSC with the Client.

10. The Payments (wholly or part thereof) shall be made in the name of first party (lead member) by the client, However the Lead party must provide with an undertaking clearly specifying the scope of works to be shared/ undertaken by the second party (viz expert entity).
11. Any unfulfilled claims/ disputes/ defaults etc by either party shall not be borne or liable to compensation by client, such should be duly filled and signed as **individual indemnity bonds** towards client by both parties against each other and themselves.
12. Both Parties shall further attach an **Undertaking of Responsibility** with detailed checklist of scope of works elaborating further listing out parameters in continuation of table 1 for executing Scope of works against responsibilities of either party. Such list once prepared shall cover (but not limited to) **all aspects and points of SOW under Section V**, and shall be corroborated at the time of evaluation of the bids and will hold the parties “liable to execute, perform and complete” towards their respective responsibilities till the completion of contract. Given a situation of dispute or otherwise, the client shall refer to such list to address each party through the lead party if required.
13. However, all liabilities due to faults and deficits of second party (Expert Entity) shall be borne by the first Party (Lead member) only and it shall be liable to appropriate compensation or action as deemed fit by the client.
14. This MoU shall terminate upon the earliest occurrence of any of the following events:
 - a) Upon the Completion of the Project, or
 - b) Rejection by the client of the RFP Documents for the Projects submitted by the Lead Party, or
 - c) If the project is not awarded to the Lead Party, due to what so ever reasons, or
 - d) In case of Recall of project Bids.
15. The parties have decided to collaborate and participate jointly for the Project/s on an exclusive basis. The parties hereby agree that they shall not participate during the submission of RFP document/s for the development & construction, operations & maintenance of the said project/s in any capacity whatsoever along with any third party/ parties or individually. That they shall not violate the conditions for Conflict of Interest.
16. The parties shall treat as confidential all information, documents and materials, including without limitation documents and other information concerning technical, economic or marketing information furnished by the other party or developed jointly hereunder or which it acquires for the purpose of this MoU and which relate to the business of the other parties.

17. The parties by way of supplementary Agreement or otherwise may amend, modify or alter this MoU or any clause or clauses of this MoU by mutual consent in writing after being given due consideration & approval of the client to the better good of the Project/s.

18. This MoU shall be governed and construed in accordance with the applicable laws of Union of India and the Courts in Delhi shall have exclusive jurisdiction over the same. Any disputes between the parties shall be settled through arbitration at/in Delhi and the arbitrator shall be selected and appointed by both parties to settle the dispute between the Parties who's decision shall be accepted by the parties as final.

IN WITNESS WHEREOF, each of the parties has caused this MoU to be executed as of the date first written above.

For and on behalf of

For and on behalf of

Authorized Signatory

Authorized Signatory

Witnesses

Name: _____

Name: _____

Annexure - F

General Conditions of Contract

Annexure - G

Special Conditions of Contract

Annexure - H

Integrity Pact