



Construction, Operation & Maintenance of

Automated multilevel car parking facility

At

**Site adjoining Co-op Dept. Building, Kacheripady, Kochi, Kerala**

**REQUEST FOR PROPOSAL**

**VOLUME – I**

**2020**

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## **TENDER SET SUMMARY**

THIS TENDER DOCUMENT CONTAINS THE FOLLOWING:

- A. VOLUME I – Request for Proposal
- B. VOLUME II Specifications
- C. VOLUME III Bill of Quantities (as Financial Bid)

The volumes further contain the following:

- A. VOLUME I
  - Document control sheet
  - Notice inviting tender

### **Section-I**

- General information
- Employer requirements
- Tender set summary

### **Section-II**

- Instruction to bidders
- Eligibility conditions & qualification

### **Section-III**

- Conditions of contract
- Miscellaneous section

### **Section-IV**

- Schedules for works

### **Section-V**

- Appendices and forms

### **Section-VI**

- Control sheet for submissions and records
- Control sheet for scheme drawings

- B. VOLUME II

### **Section-I**

- Specifications for civil works
- Technical specification for structural steel works
- Technical specifications for electrical works
- Technical specifications for fire suppression works
- Technical specification for car parking systems

### **Section-II**

- Provisions and General Specifications for parking system

- C. VOLUME III

- Form of Financial Bid

## INDEX

This Volume (I) of the tender document consists of the following:

Section. no	Particulars
1.	Notice Inviting Tender
2.	Instructions to the Bidders
3.	Conditions of Contract
4.	Miscellaneous conditions and Requirements Section
5.	Schedules, Tender Forms and Appendices
6.	Control Sheet For Attachments

## NOTICE INVITING TENDER

**Dated: 20.11.2020**

### REQUEST FOR PROPOSAL (RFP)

NHIDCL on behalf of Cochin Smart Mission Limited (CSML), hereby invites bids on Item Rate basis through tendering on Two Bid System from experienced/eligible firms/organizations/ enlisted contractors in sealed cover for the following works:

<b>Name of work</b>		<b>Construction, Operation &amp; Maintenance of Automated Shuttle type Multilevel parking facility at Site adjoining Co-op Dept. Building, Kacheripady, Kochi, Kerala</b>
<b>S. No</b>	<b>Detail</b>	<b>Description</b>
1	Estimated Project Cost	Rs. 2028.72 Lakh
2	Cost of tender documents	Rs. 5,900/- in form of demand draft/ RTGS /banker's Cheque drawn from any nationalized bank in favor of NHIDCL. (Scan copy to be uploaded on <a href="http://www.eproc.cgstate.gov.in">www.eproc.cgstate.gov.in</a> )
3	Earnest Money (EMD)	1% of the estimated cost of work. (Demand Draft/Bank Guarantee in favor of NHIDCL, Payable at Delhi (Scan Copy to be uploaded on <a href="http://www.eproc.cgstate.gov.in">www.eproc.cgstate.gov.in</a> )
4	Total duration of contract	6 years (Including construction period (S no. 5) of the project)
5	Time of construction	12 months
6	Defect Liability Period (DLP)	60 months (from the successful completion of facility after installation, commissioning, testing till the completion of O&M Period).
7	Operation & Maintenance Period	5 Years (From the date of successful construction of the project)
8	Validity of bid	180 days from the date of opening of financial bids or the date of latest negotiation meeting, whichever is later.
9	Bid Documents can be obtained from :	Download portal for tenders from NHIDCL website <a href="http://nhidcl.com/current-tenders/">http://nhidcl.com/current-tenders/</a> and e-portal (CPPP) website <a href="https://eprocure.gov.in/">https://eprocure.gov.in/</a>
10	Bid Submission for work	Tender Portal at NHIDCL website e-portal (CPPP) website.
11	Pre-bid meeting for works	General Manager (Tech-5), National Highways and Infrastructure Development Corporation Limited, 2 <sup>nd</sup> Floor, PTI Building, 4, Parliament Street, NEW DELHI- 110001



**Note: Firms/Organizations who have been declared as non-performing or the firms which are blacklisted/debarred for specified period and against whom such action is under process by NHIDCL or any other Government agency are not eligible to bid.**

Bid Document /NIT Publishing Date	20.11.2020
Bid Document Download / Start Date	20.11.2020
Clarification Start Date (Pre bid queries)	23.11.2020
Clarification End Date (Last date for receipt of pre bid query)	01.12.2020
Pre bid meeting	01.12.2020 (1500 hrs)
Pre bid meeting venue	To be held via Video Conferencing.
Authority's response to pre bid queries latest by	07.12.2020 (1500 hrs)
Bid Submission Start Date	08.12.2020 (1100 hrs)
Bid submission End Date (online)	21.12.2020 (1100 hrs)
Bid submission End Date (physical)	To be submitted before opening of financial bid.
Opening Date of Technical Bids	22.12.2020 (1130 hrs)
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

The tender documents can be downloaded free of cost from the portal (or website) at the time of submission of tender submitted document fee Instrument. <https://eproc.cgstate.gov.in> directly and shall be submitted online only after making the payment of Bid Submission fees. Shall have to be submitted along with Tender Document Fee, Earnest Money Deposit and Affidavit physically in Envelope as per the Date-Time Detail(s) mentioned in RFP.

**1. The following document must be submitted physically :-**

1. Instrument of Earnest Money Deposit (EMD) in original
2. Instrument of Tender Document Fee in original.
3. Affidavit in Original. (Non -Judicial stamp in 100 Rs.)
4. Integrity Pact as per appendix

The sealed envelope should be sent by registered courier or speed post in the office of General Manager Technical, NHIDCL, Delhi. Address at **2nd Floor, PTI Building, 4 Parliament Street, New Delhi – 110001. (Please mention the Name of Work, RFP No. on envelope).** It is mandatory to submit the following Documents online and in hard copies as described in clauses of ITB:-

**A Envelope- 1 (Part A)**

- (i) Scan Copy of Affidavit (Non Judicial stamp in 100 Rs.) as per enclosed form.
- (ii) Scan Copy of Instrument of Earnest Money Deposit (EMD) in original.
- (iii) Scan Copy of Instrument of Tender Document Fee in original.
- (iv) Scan Copy Integrity Pact as per APPENDIX.

**B Envelope- 1 (Part B)**

General, Technical and Financial Documents as per Control Sheet for Attachments (Section -6)

**C Envelope- 2**

Price Bid in online BOQ template as given on website:<https://eprocure.gov.in/>

**4. Note -**

- A. In order to participate in the tenders floated using the e-Procurement System, all contractors/bidders/supplier are required to get enrolled on the e-Procurement portal (<https://eprocure.gov.in/>)
- B. The bids submitted online should be signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. The registered contractors may obtain information required to issuance of Digital Certificate from **e-Procurement system Help Desk** through the office of GM (Tech), NHIDCL.
- C. For submitting the bids online, the contractors/bidders are required to make online payment using the electronic payments gateway service Bid Hash Submission Fee as mentioned above. The different modes of electronic payments accepted on the e-Procurement System is available and can be viewed online on the e-Procurement Website (<https://eprocure.gov.in/>).
- D. The Bidder may refer Help Manual available online to perform their online activities.
- E. Before the deadline for submission of tender, the Managing Director, NHIDCL can modify tender document by issuing amendment.  
(Any amendment thus issued shall be part of the tender and shall be published on web site)

**Summary of Scope of work:**

Construction, Operation Maintenance of the Automated Car Parking facility in **RCC** including external and internal finishing of **Robo- Shuttle parking system** including its Mechanical car parking system Design calculation, and approvals, MEP Design and installation testing including Automated Parking system (APS) supply, installation, testing and commissioning as per NIT for Automated Car parking system of **145** ECS.

**The eligibility criteria for the participating firm/ agencies for technical evaluation:**

To be read in conjunction with the tender document.

**Financial Criteria for Evaluation:**

- a) **Average Annual Financial Turnover** on construction works should be at least 30% of the estimated cost of project during the immediate last 5 consecutive financial years. It will be considered and evaluated as combined partner's corresponding to equivalent percentage equity of the members in JV firm.
- b) **Net worth**: Bidders shall demonstrate the net worth 5% of the estimated cost of project\_
- c) **Bid Capacity**: The bidders should have minimum bid capacity as detailed in the RFP criteria.
- d) **Performance Guarantee**: 5% of tendered cost of the project in the shape of Bank Guarantee and the same to be furnished within 15 days of issuance of LOA.
- e) Fulfillment of Technical and Financial eligibility conditions as per ITB.

**Note:** This document is meant to assist any interest parties to understand the scope, requirements and conditions of the subject work and is meant entirely to assist them for the tendering process; any parties that may not directly or indirectly be concerned with the tender process must not be supplied with this document for any other purpose. This document may not be reproduced or communicated, in whole or in part, and its contents may not be distributed in written or oral or electronic or any other form without written permission from the issuing authority.

## Definitions

- i. **NHIDCL** refers to the executing agency of client responsible for project development and management. **National highways and Infrastructure Development Corporation Limited (viz NHIDCL)**, the PSU under Ministry of Road transport and Highways, India shall act as the executive agency for the development of works for **Cochin Smart Mission Limited**.
- ii. **Owner/ Client** refers to the organization which possesses the original Clientship of project. **Cochin Smart Mission Limited (viz CSML)**, the government agency which has engaged NHIDCL as the project development and tendering agency for the project.
- iii. **PROJECT** refers to the **automated multilevel car Parking Facility** which is entity of Development and its related works.
- iv. **APS or Automated Parking system** refers to the sensor based combination of electro- mechanical equipment which are used to manage parking operations like pickup, movement, and placing of cars, including like guidance to drivers, data collection, revenue calculation, spot identification etc.
- v. **Automated Car Parking system Works or APS works means** Mechanical design, supply, testing, and installation, testing and commissioning of Automated Car Parking System.
- vi. **Consultant** refers to **specialized agency** through which NHIDCL is conducting the tendering and procurement of services like feasibly study and various other consultancy. M/S VSK Associates is the selected agency for this work.
- vii. **Bidder** refers to an organization or reputed company which is interested in bidding for the project for execution, Supply, installation and Operation & Maintenance works. Wherever the tendering is done as a part of group i.e. Joint venture or consortium, the same shall be applicable to all members of such group except wherever explicitly mentioned.
- viii. **OEM** refers to an organization or reputed company which shall have provision of technology, installation, testing and commissioning of automated car parking system with robo-shuttle technology as shown in the tender drawings of minimum 03 (three) system in India / 10 (ten) system world over and must have an experience of operation and maintenance of the system of comparable technology for minimum 2 years totaling 100 ECS.
- ix. **Contractor** refers to the selected organization or JV firm which has successfully cleared the evaluation stages and is declared as the (most preferred) selected bidder for the development of the project. Wherever the tendering is done as a part of group i.e. Joint venture or consortium, the same shall be applicable to all members of such group except wherever explicitly mentioned.
- x. **Scope of works** means the domains of responsibility which shall detail the deliverables of the contractor which shall be selected for execution of project.
- xi. **Engineer-in- charge** refers to the designated authority representative of NHIDCL who is responsible for the project & overseeing the deliverables for execution of project. **General Manager/ Deputy General Manager, NHIDCL** shall be the engineer in charge for the project unless specified otherwise.
- xii. **NHIDCL's representative or Representative of the NHIDCL** refers to the designated authority representative of NHIDCL who is responsible for the project & overseeing the deliverables for execution of project. **General Manager/ Deputy General Manager, NHIDCL** shall be the engineer in charge for the project unless specified otherwise.

- xiii. **Project Cost or Cost of Project or Estimated Cost of works** refers to the estimated amount of works and the cost of operation and maintenance set out in the tender NIT as the reference amount for bid evaluation and justification.
- xiv. **Site or Project Site** means the area of development or its specific part which shall house the development for realization of the project which in the case is “Site adjoining **Co-op Dept. Building, Kacheripady**, Kochi, Kerala.”
- xv. **Tendering portal or portal or website** refers the online portal of NHIDCL through which tender details, procedure and updates shall be issued during the course of project.  
Download link for bid documents from NHIDCL website i.e.  
<http://nhidcl.com/current-tenders/> and tender submission and documentation upload process to be done at e-portal (CPPP) website <https://eprocure.gov.in/>.
- xvi. **Tendering authority or portal or website** refers the online portal of NHIDCL through which tender details, procedure and updates shall be issued during the course of project.
- xvii. **Official corresponding address or NHIDCL office** refers the official address for correspondence with NHIDCL’s engineer-in-charge for details, queries, updates etc regarding the tender. The following may be followed for the same:  
  
General Manager (Infra), NHIDCL  
2nd Floor, PTI Building, 4, Parliament Street,  
e-mail: gm.infra@nhidcl.com  
**New Delhi — 110001**
- xviii. **Live duration of tender** refers to the time from the date of issue of tender to the closing of the tender issue on or before the date of submission as per NIT. The time shall be managed by Engineer-in-charge.
- xix. **Pre- bid meeting** refers to the discussion (s) undertaken by NHIDCL and its consultant to clarify the queries of prospective bidders related to their issues, understanding of details, technical queries etc. A suitable date for the same shall be announced well in advance and shall be controlled by NIT.
- xx. **Bid due date** means the date of final window submission on which tenders may be submitted. NIT shall be the control document for such date.
- xxi. **Evaluation Stage** refers to the duration of evaluation of proposals from the date of submission of tender to the selection of most preferable bidder with the lowest offer of price bid. The time shall be managed by Engineer-in-charge.
- xxii. **Letter of Award** refers to the document of confirmation issued to the selected bidder for execution and O&M. It shall be issued within 14 days from the date of declaration of **L1**. It shall control the time given to the contractor for acceptance and submitting requisite documents for agreement.
- xxiii. **Period of mobilization or mobilization** refers to the allowable time period for commencement of mobilization of personnel, plants and machinery at site. It shall be controlled by letter of award.
- xxiv. **Date of commencement or Commencement date** refers to the end date of mobilization period understood as the formal start of work execution.
- xxv. **Duration of Execution or Time for Execution** refers to the allowable time period for construction, erection, installation testing and commissioning for the whole project (including development of site).

- xxvi. **Operation and Maintenance period or O&M Period** refers to the time period beyond the time of execution of project for parking operation and maintenance phase of the project during which all the functions and operations shall be run by the contractor. A part of specified period of O&M period shall be treated as defect liability period.
- xxvii. **Defect Liability Period or DLP** refers to the part of time period of operation and maintenance phase of the project during which all the defects and repairs, spares and consumables shall be done by the contractor on no account of cost towards the operation and maintenance cost of the project. All such requirements during the operation & maintenance period shall be taken on account of negligence during execution and commissioning and shall not be reconciled with the operation and maintenance cost.
- xxviii. **Project Milestones** refers to the series of deliverable set during the project execution as well as the Operation and maintenance period. It shall be controlled by NHIDCL and will form the basis of the performance of contractor for evaluation of liabilities and incentives.
- xxix. **Schedule of Works** refers to the document entailing the deliverables, works of execution, responsibilities, parameters of Operation & maintenance, domains of responsibilities and service to be performed by the contractor.
- xxx. **Capital expenditure** covers various costs incurred during the overall construction of the project including any commercial area, common area development and parking facility including the management system etc.
- xxxi. **Operational expenditure** covers calculations of costs of operation and maintenance of the parking facility. Electrical consumption, spares, repairs and maintenance is accounted as expenses for both parking & occupational activities within the premises.
- xxxii. **Revenue from parking operation** means the chargeable per hour rent for parking from users of the parking facility. This yearly cost shall be accounted towards the revenue from the project in the financial model.
- xxxiii. **ECS or Equivalent Car space** refers to the Avg area allotted to one parking unit in the facility. It's taken as a given sq mtrs of surface area, and reflects the number of car parking spaces that can be designed within a given area.
- xxxiv. **Parking time** refers to the Avg time required for the parking operation of single car. It's calculated from the security check to the break at spot time for any car.
- xxxv. **Retrieval time** refers to the Avg time required for the retrieval operation of single car. It's calculated from break release at spot time to the payment kiosk clearance for any car.

## SECTION I

### 1. GENERAL INFORMATION

- 1.1.1. With the rising population of on-road vehicles, parking problem is assuming enormous proportions in urban areas. People continue to prefer driving their own car to and from destinations rather than taking public transportation, riding in car pools or using other means of transportation for their comfort. The parking problem gets aggravated even more in high activity areas like office complexes, commercial areas etc.. The problem has found varying solutions across the world so as to maximize parking supply in a given space. Some of the initiatives to combat are multilevel parking, restrictive parking, and traffic management measures for vehicle plying and so on.
- 1.1.2. Automated Multilevel parking has emerged as a very fitting solution to tackle the parking woes in today's vehicle dominated scenario. Such parking can accommodate nearly twice as many cars in the same or less amount of space for the same amount of cars. At the time, it makes available free space on ground for alternate uses or effective use of available space. Due to the nature of dependence of various activities on parking space and provision, it has been found that the best solutions are integrating the parking facility with other primary functions to create convenience, increase proximity of solution to destination as well as produce economic viability.
- 1.1.3. **NHIDCL**, being a leading developer of public infrastructure has decided to engage **VSK associates** as a consultant to quantify the current parking problem at Kochi in Kerala, with respect to various parameters like high parking demand, coupled with scarcity of ground space and expected increase in parking demand and propose suitable development Item Rate Basis to tackle the parking problem. For this, the public agency of Kochi-**Cochin Smart Mission Limited (CSML)** has executed a **Memorandum of Understanding with NHIDCL** for the AMLCP project at site for the development of automated multilevel parking facility within the premises where there is established feasibility of such a parking facility and various other uses. Although, the project shall be funded by Client, it shall be done under the flagship of NHIDCL.
- 1.1.4. The design goals, details of development, scope of works etc are entailed in charter of works, it explains the need and features of a state of the art Automated parking facility which should manage the parking requirement, vehicular arrival and departure procedures, best automated management and guidance for smooth maneuvering and systematic storage of vehicles for entry and exit from the proposed facility site. It should blend cohesively with the current context but at the same time be state of the art iconic in its regard.
- 1.1.5. For this, **NHIDCL** seeks a reputed, qualified agency to Supply & Construct, Operate & maintain the project under the guidelines of the study undertaken. A tendering exercise is undertaken in a **Single stage two envelope bidding** for selection of such agency/ bidders which may be selected for realization of the project.
- 1.1.6. The bid submission shall be a single stage process of two envelope submission wherein all the documents are to be submitted by bidders in format and order of submission as described in ITB.
- 1.1.7. The bid submission shall be accepted in two envelopes:  
**Envelope I: Technical Bid**  
**Envelope II: Financial Bid**
- 1.1.8. All bids shall be evaluated in corresponding stages as above and the bidders shall be ranked accordingly wherein the most preferred bidder (L1) shall be the bidder with Quotation of lowest Price Bid.

## 2. Project Details and Requirements

Estimated cost of works (Rs.)	Rs. 2028.72 Lakh
Type of Contract:	Item Rate contract including comprehensive O&M for 5 years
Type of bidding:	Single stage Two envelope bidding
Type of parking system	Automated- Robo Shuttle type parking system
Mode of financial Evaluation:	Financial Quote based on Lowest Bidder as per ITB
Taxes:	Quoted Rates must be inclusive of Labour Cess and all other taxes duties, levies. GST shall be payable extra.
Time of execution of Project	12 months from the day of letter of award
O&M period	5 years.
Defect Liability Period (DLP):	5 years.
Total time of contract	6 years (Including time of execution period.)
Material supply:	No material will be supplied by either NHIDCL or client.

### 2.1. Summary of Development

For the project, the feasibility study has been completed and development guidelines have been finalized. Majorly, the development is to be a parking facility, a complete building catering to different functions in their own right. Given the context of development locally, the facility should be state of art, robust and open public place with maximized convenience and service standards for potential users.

- **Two identical Elevator (combined with Robo-shuttle) systems** put up side by side integrated as a single system. Wherein each elevator system has a central elevator shaft for vertical movement and Shuttle ways on each floor for traversing between parking slots. Parking operations are performed by Robo-Shuttle combination for storing cars on either side of the shuttle way at each parking floor. The first floor has parking capacity of 19 cars. **Each floor above first floor shall have 21 parking spots per level and 6 levels.** Total parking capacity calculates to be **145 ECS**.
- Parking system shall service cars through ground floor with all the subsequent storage levels above it.
- Parking entry access through the main road on the Ground floor guided by separate access lanes. All the services and two wheeler parking are placed as well on ground as open to sky marked arrays.
- Parking exit from the side of development to provide speedy egress from site. Apart from this, the area on the ground floor is dedicated to services and parking management only.
- On the first floor all the covered area is used for parking storage.
- An additional space is given for two wheeler parking slots with separate entry and exit passage on the ground outside the main structure.
- From the first Floor to the 7<sup>th</sup> Parking floor, Movement, placement and storage of cars is handled by the mechanical car parking system.
- On the terrace all area is dedicated for services and lifting mechanism (as required) for parking Equipment.
- An additional 1 basement is given for exclusive Firefighting and services provision and Lift pits.
- The structure is designed as in RCC foundation covered on top with an RCC slab.



- The cladding all around shall be done with paneled cladding materials like structural glazing, ACP etc.
- For specific detail and specifications of the above drawings, bill of quantities and Volume 2 of specifications shall be read in conjunction.

S No.	DESCRIPTION	Norms Applicable
1.	Ground Area	1013 SQM
2	Site Location	Site adjoining <b>Co-op Dept. Building, Kacheripady</b> , Kochi, Kerala
3	Total no of Systems	2
4	No. of Car Parking Spaces to be provided	Min. 145
5	No. of Scooter Parking Spaces to be provided	NA
6	Type of Parking System	<b>Automated Robo- Shuttle type</b>
7	Maximum FAR permitted	100%, As per prevailing Byelaws of KMBR.
8	Permissible Conventional Depth	As per prevailing Byelaws (KMBR)
9	Permissible Height above Ground	As per prevailing Byelaws (KMBR)
10	Car Dimension	As per Technical specification
11	Operation and maintenance Period	5 (Five) Years Only.
12	Waiting of vehicle meant for parking on the street during peak hours	3 Minutes
13	No. of rotation considered of each parking space per day for Operational expenses (max)	3

2.1.1.The bidder shall, as part of an integrated Parking facility, construct “Parking building and all components” of Automated multilevel parking facility, as may be necessary to provide for the facility with specified Equivalent Car Spaces (ECS), and if specified -2 wheeler parking spaces (Open to sky) with all utilities, services etc. No commercial activity shall be allowed apart from the operation and maintenance parking facility. The parking facility will be provided as per the prevailing norms of the **National Building Code 2016 and Kerala Municipal Building Rules 2019.**

**Note:** In case the permissible FAR will be increased due to any statutory orders, in that case the contractor will not be entitled for the any commercial area on account of increased FAR.

#### 2.1.2.Public Conveniences/Facilities

Other than these, the common infrastructure facilities within scheme shall include but not limit to Wide Internal Concrete Roads, Storm-water Drainage, Rain Water Harvesting and Sewerage facilities, Power Supply and Distribution facility scheme, Full DG (110%) backup system required for complete parking facility, Landscaped areas and Area Lighting, Comprehensive Fire Detection and Extinguishing systems, Car scanning system at the entrance and CCTV system within the proposed development.

Given the public nature of the project, the NHIDCL or PWD may undertake activities as a facilities/utilities/convenience to the public and these shall be the sole prerogative of the Client of the project.

### 2.1.3. General Requirements for the parking facility:

The Parking facility shall be equipped with the technology of Automated Parking system complete with all the structure and finishing including all components required for its operation maintenance and management. The contractor shall execute the facility and comprehensively maintain it to the satisfaction of the client for the O&M period. The major interest of the NHIDCL will be that at the time of taking over the asset, this should have a relevant, updated technology at the time (at the end of Contract period), and should be in operation, safe and convenient and environmentally friendly and should satisfy the technical parameter provided in the document.

The bidder may adopt appropriate design conforming to approve development control norms for the project facility and approval from the various authorities as mentioned in document.

In addition to the above the bidder will provide adequate lighting system in the parking area and proper illuminated signage's in accordance with NBC/IRC norms. The bidder will also provide backup power required for 110% of the designed power load of the parking facilities. The backup power system should have a mechanism of Conventional switch over so as to Auto-Transfer in case of power failure. The backup power system should be installed in a separate soundproof room/enclosure. The bidder shall develop a drainage system in such a manner that there is no water stagnation in the project site and area in and around the parking facility.

Type of Operation	Item Description	Covenant
<b>Automated</b>	Parking Slot (Pallet) Min Dimensions per ECS	Not More than 2.27 (W)X4.8 (L)X 1.6 M (H) (For Sedans)  Not More than 2.27 (W) X 4.8 (L) X 2.04 M (H) (For SUVs)
Automated	Retrieval time	Not more than 3 minutes.
Conventional	Carriageway of pavement for circulation space within parking facilities.	Not less than 4.25 M, if one way and not less than 7.5 M if it is two ways flow. Ramp slope shall be less than 1:10 Steep. Aisle width min. 6.0M
Automatic	Power back up	Not less than 110% with automatic switch over mechanism.

## 2.2. The Tentative Project Cost:

The project cost is approx. Rs. 2020.90 Lakh (**Rs Twenty Crores Twenty lakhs Ninety thousand only**)

## 2.3. Mobilization Period:

- 2.3.1. The successful contractor shall furnish a letter of acceptance within 7 days of letter of award from the NHIDCL. With such letter the contractor is required to submit a mobilization and commencement plan with approach and methodologies detail for the construction of the project.
- 2.3.2. At the end of such seven day period, **the period of mobilization of 15 days (15 days)** shall commence. Before the start of mobilization period, the contractor shall get prompt approval from the NHIDCL and consultant for the mobilization plan and introduce the advices in the plan thereafter.
- 2.3.3. The mobilization period shall be mile-stoned with deployment of plant and machinery at site for work as well as deployment of requisite manpower. The site preparation and dressing with requisite permissions and supply connections for water and electricity shall be compulsorily obtained within this period.

2.3.4.The mobilization period should also initiate the documentation and reporting process to the client.

## 2.4. PERFORMANCE GUARANTEE

- 2.4.1.The Successful Bidder shall furnish Performance Guarantee within 15 days (fifteen days) of issuance of LOA by way of an irrevocable Bank Guarantee issued by a scheduled bank in India in favor of “**Managing Director, NHIDCL**”, as required under the Contract Agreement.
- 2.4.2.The contractor shall submit an irrevocable **Performance Guarantee of 5% (five percent) of the Awarded value of work** of exact value as per Awarded amount as mentioned in the letter of award in order to secure proper performance of the contract agreement, within period specified in **Schedule 'F'** from the date of issue of letter of acceptance.
- 2.4.3.If the amount of award of work is less than or greater than the specified value in tender, the performance security is to be proportionately balanced by the contractor and submitted accordingly.
- 2.4.4.The **Performance Guarantee shall be valid beyond 60 days from the completion of Contract Period**. In case the time for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work without any condition. The Performance Guarantee will be released within 60 days after Successful Completion of Defect Liability Period.

## 2.5. EARNEST MONEY (as BID security as Part of security Deposit)

- 2.5.1.The amount of the earnest money, which a Bidder should deposit with the tender, is regulated by the following scales:
- a) For works estimated to cost **upto Rs. Ten Crores:2% (Two percent) of the estimated cost.**
  - b) For works estimated to cost **more than Rs. Ten Crores: 1% (one percent) of the estimated cost.**
- 2.5.2.The Proposal shall be accompanied by a Bid Security in form of Earnest Money of sum as mentioned in the NIT. The Bid Security (earnest Money) shall be kept valid throughout the Proposal Validity Period and would need to be extended, if so required by NHIDCL, for any extension in Proposal Validity Period Of **180 days**.
- 2.5.3. The Tender shall submit **earnest money** as above. The same shall only be acceptable in following forms:
- a) **EMD shall be accepted only in the form** of demand draft of a Scheduled Bank guaranteed by the Reserve Bank of India/Demand draft of a Scheduled Bank in favor of NHIDCL /Banker's check of a Scheduled Bank.
  - b) Deleted
- 2.5.4.The **Bid Security of every unsuccessful Bidder** would be returned within a period of Six (6) weeks from the date of announcement of the Successful Bidder.
- 2.5.5.The **Bid Security submitted by the Successful Bidder** would be adjusted as part of the **Security Deposit**. The bid security of the successful bidder shall be returned within 7 days of the signing of contract agreement with the client.
- 2.5.6.**The tender submissions will not be accepted without Bid Security submitted as stipulated above.**
- 2.5.7.The Bid Security shall be **forfeited** in any of the following cases:
- a. If the Bidder modifies/ withdraws its Proposal.
  - b. If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period;
  - c. If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by NHIDCL; and

- d. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.

## 2.6. SECURITY DEPOSIT

2.6.1. **Security Deposit of 5% of the tendered value of works** shall be additional to the performance guarantee in ITB, The person/persons whose tender(s) may be accepted (i.e. the contractor) shall permit Client at the time of making any payment to him for work done under the contract to **deduct a sum at the rate of 10% of the gross amount of each running bill till the sum will amount to security deposit of 5%**(inclusive of earnest money deposit) of the tendered cost.

### 2.6.2. Submission of Security Deposit

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Client at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running bill till the sum will amount to security deposit of 5% of the tendered value of the project cost.

It shall remain in effect against the performance of the conditions of Contract agreement clauses for project being in good running condition of the whole project inclusive of all Common areas in, Parking System, Equipment, Machines, DG sets, Ancillary and Associated work areas, Software, Manuals, SOP, Guarantees, Warrantees, facility development, site development & features etc.

### 2.6.3. Recovery of Security Deposit

The security deposit shall be released within 45 days after successful completion of Defect liability period after issuance of completion certificate for the project upto the satisfaction of Client for upholding and adherence of contract agreement by the contractor. Contractor shall authorize a Representative of itself to whom the security deposit shall be returned, without interest.

## 2.7. OPERATION & MAINTENANCE REQUIREMENTS

2.7.1. On completion of project, unless the project is defect free upto the satisfaction of client with all stages of testing and commissioning, the defect liability period shall not commence.

2.7.2. The contractor shall maintain and operate the complete facility (Both equipment, Building and premises) including all the consumables, spares, manpower, electricity etc within his quoted price for O&M. Site security shall be inclusive of this with requisite insurance against accidents and damage effective through the contract.

2.7.3. The O&M Performance will be covered under the Performance guarantee (as mentioned in 7). Thus, This should be valid through the period of O&M contract and will be refunded on completion of satisfactory operation and maintenance throughout O&M period, subject to smooth functioning at inspection of entire system.

2.7.4. Operation and Maintenance period shall start after the successful completion of project construction after complete testing and commissioning of the entire project. This period shall be split internally into two phases:

- a) **Operation and Complimentary Maintenance Period (Phase I):** During the first year of the O&M period, only expenses of operation shall be payable to contractor with the maintenance considered as complimentary. The amount payable towards successful completion of this phase shall be in form of a predefined post completion sum paid at the end of the year. Beyond this sum nothing shall be paid additional and the contractor shall maintain the facility at his own accord during this time.

2.7.5. **Comprehensive Operation and Maintenance Period (Phase II):** The commencement of comprehensive O&M period shall start after successful completion of Phase I. This period shall continue for the remaining 4 years of the O&M period. During this period, the costs of both Operation and maintenance shall be accounted towards the cost payable to contractor for the

duration of such period. The amount payable towards successful completion of this phase shall be split into 4 post completion packages paid at the end of the year. The amount shall be cumulatively quoted in BOQ and each payment shall be calculated from the formula of payment as per Specifications for Works.

2.7.6. Throughout the Operation and Maintenance period contractor shall keep the system operable at all times and keep the redundancy at 100% at all times. That is, in case of system breakdown, there should be a redundancy provision in the operable parking system to park and retrieve cars from all spots to compensate for breakdown.

**2.7.7. Penalties and Delays**

- a) In case of delay beyond 1 month the **quarterly penalty of 1% of cost** of construction will be imposed on the bidder. Failure to do so will result in invoking of the Bank Guarantee to that extent.
- b) Once this penalty reaches 5% of the Project cost Security deposit submitted may be forfeited.
- c) O&M cost to be annually paid to the contractor through the completion of the Contract period shall be brought under proportionate penalization in regard to the performance of the contractor or project revenue.
- d) In case of delay in execution of works leading to extension of period of execution of project by engineer in charge, there shall be no extension of time for the operation and maintenance period of the contractor.
- e) In case the parking facility remains inoperative during O&M period, for a period more than 24 hours than the bidder will have to pay a penalty of Rs. 10,000/- (Rupees ten thousand only) per day to Client. This will be exclusive of any other claim made by the user of the facilities. All these claims whatsoever will be borne by the bidder.

**2.7.8. Collection of Revenue from Parking Operations**

- a) The parking fee collected and revenue from parking operation by the contractor throughout the total tenure of contract shall contribute towards the return on investment on the project and shall be deposited to the client in whole as required by him, annually or monthly or daily (as finalized by client). The collected amount against the parking operations of the project shall be deposited to the client in favor of the client's beneficiary account, as specified by the CLIENT/ NHIDCL.
- b) No revenue sharing is provisional for the O&M period. Client shall reserve the right to authenticate and scrutinize the revenue collection through engaging its own personnel or by requiring the contractor to submit the parking data or by any other means necessary.
- c) For the provision of payment receipts, all data shall be available in real-time to the client representative. All modes of conventional transaction like digital payments, Smart card, Cash etc shall be acceptable.

**NOTE:** The minimum rate of parking fees will be regulated by Client. The mode and schedule of payment shall be subject to client instructions in the Contract agreement.

2.7.9. **Cash collection/ any form of generation of revenue** for parking may be desired by client and shall be submitted in the requested manner in periodic intervals specified by the engineer in charge with supporting digital documents for the same.

2.7.10. After the completion of the contract, Client may request the contractor to **continue the contract** for O&M work, conditional to the successful completion of the initial contract to the satisfaction of Client. However, the contractor shall hold the first right of refusal without conditions on such request.

2.7.11. For the validity of agreements for the O&M work beyond the O&M period, conditions of the Contract agreement shall prevail.

## 2.8. NHIDCL's responsibilities

- 2.8.1. NHIDCL shall function as the tendering and oversight agency for the development of the project.
- 2.8.2. It requires planning, designing, construction and managing of Automated Multilevel parking facility. For this purpose, consultants shall be engaged by NHIDCL to oversee and manage process for development, design and execution of the project through its empaneled consultants.
- 2.8.3. Client shall facilitate coordination for documentation of project particulars. The documentation shall be the responsibility of bidder, the NHIDCL shall act as an authority for discussions & decisions related to the project.
- 2.8.4. The process of tendering shall be supervised by the NHIDCL for the Client through consultant.
- 2.8.5. The selection of bidder and finalization of agreement shall be coordinated by NHIDCL.
- 2.8.6. The Contract agreement for project, bank guarantees and deposits like EMD, PG etc shall be enforced by NHIDCL and all the documents shall address to it solely.
- 2.8.7. NHIDCL shall form the channel of official communication and correspondence between all the parties and Client for the execution and finalization of the project, unless specified otherwise.
- 2.8.8. NHIDCL on behalf of the CLIENT shall finalize all parameters, specifications and deliverables for the NHIDCL in regard to the execution and development of the project through its various consultants.

## 2.9. Contractor's Obligations

- 2.9.1. NHIDCL has decided to select a suitable contractor to build an automated multilevel car parking facility at site location for Client.
- 2.9.2. NHIDCL requires Mechanical design, Installation, testing and commissioning, construction and Operation & management of Automated Multilevel parking. While executing the project, the best use of land is to be made for its construction, planning and management of activities.
- 2.9.3. An aesthetically pleasing design has been developed to provide Automated Car Parking as well as site space to cross subsidize the project. The parking technology and its specifications have been finalized for the project by NHIDCL and its consultants. The bidder has to explore and adopt innovative, futuristic and cost effective products on the proposed technologies of OEMs. The products should be an eco- friendly and energy saving one. It should also provide for proper traffic and pedestrian circulation and be amenable to rapid execution in this very busy and central location of the city.
- 2.9.4. The provisions of **NBC 2016** and **KMBR** will be the guiding factor for development of Multilevel Automated Car Parking in the area.
- 2.9.5. Automated Multilevel Car Parking has been planned with access control, parking and retrieval systems and safety features, meeting the requirements of the details of this tender and of the technology provider as per the approved design of such structures including requirements for fire safety, ventilation, power back-up, maintenance, etc. Traffic Circulation - Master planning is also to be done for proper traffic circulation, Entry and exit for vehicles as well as pedestrians.
- 2.9.6. The bidder must familiarize itself with all the requirements, details, benchmarks of design capacity, area related to development, site conditions local byelaws, statutory requirements etc before submitting the financial quotation for development of project. Due to the volume of documentary scrutiny, technical submission shall follow the specified order of requirements with documents separated as instructed for evaluation, any proposal violating the order of submission is deemed to be unresponsive by the discretion of NHIDCL.
- 2.9.7. The bidder must familiarize itself with parameters and details of the design finalized for the project and supplied with the tender as **Charter of Services**. However, the details are not exhaustive and NHIDCL or its Consultants cannot be held liable for any omissions in the interpretations or assumptions in assessing the financial quotation and Bidders should carry out their own analysis to their satisfaction required for their scope of execution. NHIDCL shall not be liable for any mistake/error/neglect by the Bidders in this respect. **To understand the description**

**of scope of works of the project, each bidder should thoroughly refer *Schedules for scope of works for the project* (Head 7).**

- 2.9.8. The bidder must produce mechanical designs, detail and drawings of the proposed Automated Car parking system in consonance with the provided layouts, plans, 3D walkthrough etc to present the NHIDCL with all the design and details of the project. Although, the details/ designs of proposed development will be provided by NHIDCL, the bidder shall be accountable to confirm with all the relevant bylaws, statutory requirements etc for the approval of the design of Automated Car Parking system.
- 2.9.9. The Changes in the layouts, plans, and sections etc which do not conform to the guidelines and proposed design the development shall not be acceptable. Minor Modifications, adjustments in dimensions, detail and specifications of various design components like lift, pallets etc may be allowed as per the selected contractor's technology requirements. However, all mechanical designs, specifications and shop drawings must be submitted to the NHIDCL and gotten approved by the NHIDCL's consultant well in advance before the selection of contractor for detail design.
- 2.9.10. The performance parameters stated in the details and specifications are absolute and although there can be improvement in the performance output of the system, any compromise/ reduction in performance parameters shall be liable for penalization.
- 2.9.11. The Proposals would be examined for eligibility and responsiveness at the **stage-I of technical evaluation** by means of a technical presentation. The submitted design shall be treated as final and all further development and modifications (if any) should be approved beforehand by the engineer in charge/ consultant. No modification to the design and cost shall be permitted at the evaluation stage and minor modifications are to be done as per process only after the finalization of contractor.
- 2.9.12. The financial responsiveness of proposal shall be evaluated in Stage II of Financial Evaluation by means of comparison with justified rates with the lowest quoted price for work.
- 2.9.13. The contract shall facilitate the NHIDCL with all the required details and documentation beyond submission during either of the Single stage, two envelope and further for signing of agreement.
- 2.9.14. Given the type and mode of development, it is suggested that the bidder must acquaint itself with relevant and eligible OEMs (as per qualification criteria) for the project execution. After the selection of the selected bidder based on the marking criteria, the work shall be awarded to the selected bidder as the contractor of the project.
- 2.9.15. The Contractor would be responsible for execution and APS installation - commissioning as well as operation and maintenance (including management) of the entire project including all clearances, approvals etc required through the operation and maintenance period.
- 2.9.16. RMC must be used for casting of structure duly lab tested and recorded for quality at site. Reinforcement steel and formwork etc should be made by the contractor at their own yard.
- 2.9.17. The contractor will be responsible for site security and maintenance through the period of execution as well as the O&M period. Through the course of contract, the contractor shall keep a provision of separate office space for the NHIDCL and its consultants. The yard and material store shall be maintained by contractor only.
- 2.9.18. The contractor will deploy its manpower & resources to take care of all obligations associated with the execution of the project like statutory compliances, management requirements, EHS of site etc.
- 2.9.19. No separate space will be made available for site office and stores, workshops, fabrication yard etc as part of the contract in view of the neighborhood being an already up and running place. Barricading of proposed site, yard demarcation, stores etc shall be clearly provided with the NHIDCL beforehand as a submittal.
- 2.9.20. The Contractor would be responsible for all required domains of construction, finishing installation testing and commissioning for full operationalization of parking facility.



- 2.9.21. This shall include the construction of both foundation and super structure, engineering and execution of all MEP services including all related finishing items as per given Specifications & development Standards.
- 2.9.22. It shall also include installation, testing commissioning of all services and components of Automated car parking system, all necessary licenses & approvals etc.
- 2.9.23. Proposed Automated Car Parking should be provided with automated access control, drive in and drive out guidance systems and safety features, meeting the requirements of the details of this tender with provision of suitable parking operation and management technology as per the approved designs. These shall include requirements for fire safety, ventilation, power back-up, maintenance, etc.
- 2.9.24. As design selected for development, the following details and drawing will be provided by NHIDCL:
- Development drawings,
  - Architectural scheme drawings (including parking layout and suggested scheme),
  - Structural layout drawings,
  - Minimum MEP provisions,
  - Exterior / Interior façade designs.

These drawings are supplied to the bidders for the purpose of understanding the scheme and areas dedicated for different design requirements. Each bidder must deliberate a scheme on their own (which may or may not consider the scheme design provided) and submit the calculations, design & detail, area statement, filled Bill of quantities etc accordingly.

- 2.9.25. Bidders must familiarize themselves with local conditions and take them into account in while preparing their proposal. A pre-bid meeting will be held on the date specified in the NIT at the NHIDCL office. All requests for clarification should reach the NHIDCL's office or email before the date specified in the data sheet.

Please note that:-

- No costs of preparing the proposal and of negotiating the contract including the visits to the site are accountable to be reimbursed.
- NHIDCL is not bound to accept any of the proposals submitted.
- NHIDCL is not bound to finalize all works in a single agreement.

- 2.9.26. **The Contractor cannot sub-let or sell the construction contract as whole or in part thereof.**

However the contractor may use the services of specialized agencies for execution of MEP works, parking O&M etc. provided that the specialized vendors or contractors must be clarified with the submission and pre-approved by consultant/NHIDCL prior to start of respective works.

- 2.9.27. General Requirement for Parking Facility shall be assumed as the minimum provision of car parking spaces. However, bidder will be bound to choose automated technology for the parking facility operations. It should be adoptable to proposed civil works of building and shall be automated. The bidder shall ensure that technology chosen is: -

- Appropriate to the site, structure and demand on site.
- Can fulfil the functionality required of it.
- Has a precedent for use in a project of similar nature, successfully completed and system should be functional.
- Is supported directly by the technology / service provider for design, supply, implementation & commissioning and on-going maintenance etc.
- Should not create any problem for smooth flow of traffic and pedestrian movement in and around the parking facility with the premises.
- Should be able to generate data for occupancy, revenue etc as required by the NHIDCL (both digitally and manually) in form of his choice.

- 2.9.28. The major interest of the NHIDCL is that the proposed system should optimize the available space, work smoothly, requires minimum maintenance, optimize power consumption and reduce local pollution by faster management of queue.
- 2.9.29. NHIDCL also envisages that it should be given the most feasible technology under the circumstances, and such a technology should be in operation and should be safe and convenient and environmentally friendly and should satisfy the technical parameters provided in the document.
- 2.9.30. The Contractor would be responsible for Executing the civil structure of the automated Parking facility as per given plan & layouts, specifications, Bill of quantities, including all finishing (for both building and parking system).
- The Contractor shall be responsible for getting all approvals executed works like Electrical, Fire detection and suppression, DG set etc from the concerned statutory departments/ local bodies etc. including the ones for Automated Car Parking system like structure, components, Manufacturer's testing certificates, Norms/ compliances etc. Contractor shall make his own arrangement of logistics, storage of material, labour camps etc. No separate space will be made available for site office and stores, workshops, fabrication yard etc as part of the contract in view of the neighborhood being an active public place. Barricading of proposed site, yard demarcation, stores etc shall be clearly provided with the NHIDCL beforehand as a submittal.
- 2.9.31. The Contractor would be responsible for **designing** the details of the **APS** like plan & layouts, specific components, configuration, additional features etc (including MEP systems, parking system management). He shall be solely responsible for supplying installation, testing and commissioning of all components of building development.
- 2.9.32. This shall include the **construction of both foundation and super structure, engineering and execution** of all MEP services including all related finishing items as per given Specifications & development Standards.
- 2.9.33. It shall also include installation, testing commissioning of all services and components of Automated car parking system, all necessary licenses & approvals etc. Before the handing over of the project and before the completion of the construction works (During the testing and commissioning stage), the client's representative shall check the performance of the installed systems, building components, appliances etc for benchmarking as per specifications, activation of failsafe mechanisms, redundancy measures, quality etc. If these are not upto the standards, contractor shall be liable to rectify upto the satisfaction of CSML/ NHIDCL.
- 2.9.34. Contractor would require to execute **Electrical&mechanical** works related to structure and parking system including supply and installation of panels, switch boards, grounding work, supply and installation of all fixtures, lightening arrestor etc complete as per the provided Specifications/ Standards. This includes shop drawings/ details/ specifications required by the NHIDCL/ consultant to execute the works relating to parking equipment layout and installation, civil, MEP works etc.
- 2.9.35. Contractor would require to execute **fire detection and suppression system** including sprinklers, pumps, fire hydrants, wet riser and hose reels etc. as per specifications. If required by law, Contractor would execute ventilation and smoke extraction system including fresh air fans, exhaust fans, fresh air supply ducts and exhaust ducts, dampers etc complete as per specifications as well.
- 2.9.36. The contractor would be responsible for **comprehensively operating and maintaining the parking facility for O&M period** after the successful completion of construction with all maintenance works, spares & consumables, on payment of monthly/annual cost with basis set out in this Tender document. The contractor would be responsible for the manpower and electricity during the set period of contract. Cost of Energy (Electrical) for O&M period shall be borne by contractor. Contractor will maintain optimal manpower for round the clock functioning of parking facility daily. Contractor shall maintain daily records, maintenance logs & compile them monthly including details of all collections of car parking both online and offline as per O&M manual. He is also

responsible to share these records on-line & complied on weekly basis with NHIDCL. The contractor will have liabilities towards all defects and faults during this period.

- 2.9.37. During construction as well O&M period, the provisions of permission/ license as well as cost of such provisions for electricity, backup power, water supply, EHS, labors etc shall be arranged by the contractor and nothing extra shall be payable towards such expenses.'
- 2.9.38. The contractor is bound to ensure that the documentation required like the As-built drawings, specifications, details etc are submitted to the CSML. Any failure in doing so shall result in penalties.
- 2.9.39. The critical material like APS, control panel & motor shall be inspected by NHIDCL before the commissioning of such equipment. A team of at least 4 officials shall visit the factory/ comparable place of installation of APS technology, before the confirmation from the contractor that the material is ready for dispatch or an inspection shall be made on site as required by NHIDCL.
- 2.9.40. The work shall be awarded on basis of lowest quote for work amongst technically qualified bidders. However, NHIDCL reserves the right to reject any bid or call L2 for negotiations for an offer higher than the lowest bidder.
- 2.9.41. No claim whatsoever shall be entertained by NHIDCL in respect of any proprietary rights of any other party relating to the plans, models and drawings. The bidder shall indemnify and keep NHIDCL or the Consultants indemnified against all such claims, cost and expenses paid by the contractor or its Consultants in defending themselves against all such claims. The bidders shall always keep NHIDCL or its Consultants indemnified against any claim concerning any other parties in connection with the discharge of the responsibilities for this work.
- 2.9.42. During the course of the operation and maintenance the contractor shall train the client's personnel (of at least equivalent quantity as his own deployment during the O&M period) in Operation and maintenance works of the Automated Parking system.

## **2.10. Property Tax to Client**

All such taxes and levies shall be borne by the Client; the bidder is bound to ensure that the documentation required for the payment of such tax like the As-built drawings, specifications, details etc are submitted to the client and updated in a routine manner. Any failure in doing so shall invoke penalties.

## **2.11. Shifting of Utility/Other Services**

The bidder will be responsible for surveying and assessing the site for any utilities that may be present within the development area. For shifting of various utility services, if any passing through the parking site and the cost thereof shall be borne by contractor at actual Cost at his own risk and cost. NHIDCL / client will assist in communicating with various agencies involved. The bidder are advised to get it verified from the services department of Client.

- a) If any utility services are passing through the proposed site, Contractor is to re-route them with prior approval from the client. However, the Client shall take the statutory approvals for the activity including preparation of documents required by the agency. The cost of utility diversion/ tree cutting etc will be borne by the contractor and shall be reimbursed as actual on an item rate basis.
- b) Additionally, in the event of/ during the shifting of utilities, contractor shall work with the engineer- in charge to ensure the timely completion of construction and make arrangements for contingencies in management and planning (if needed) for the same and to avoid delays & hindrances in construction deadlines & milestones.

## **2.12. Facilities at Site**

The bidder will include the other following expenses like air-conditioned office at site for NHIDCL officials and consultant with photocopy machines, two sets of computers (networked), Printers and

with software installed namely Windows-10, MS office 2013, AutoCAD 2018 etc. with internet connectivity and two laser black & white printers to print A-3 size.

**2.13. Proposed Parking and Other Charges (Indicative Only, subject to change by Client)**

The parking operations shall be charged on a pay and park basis for all users. The revenue collected shall be in whole the property of the client and regulated by client. No additional charge, duty etc can be levied unless directed by the client on the users. Indicative charges proposed for the site are:

**2.14.** The Contractor can work out various modules for various categories of user to be issued with smart cards which will be gotten approved by the client before implementation. The indicative charges are without prejudice to any direction passed by Hon'ble Courts in the matter or any upward revision from time to time. Any statutory increase in the parking fees beyond that stated in the tender document will be shared between the Bidder and the Client equally.

1	Per Hour (for the first two hours)	Rs. 20 (max.)
2	Subject to maximum per day of 8 hour	Rs. 100 (max.)
3.	Night Parking (10:00 PM – 9:00) AM	Rs. 50 (max.)
4.	Scooter (Two/ Three Wheelers) Parking	Half the above rates

**2.15.** Given the Public nature of the Site and the development, the client or the engineer may choose to conduct additional activities in the site to enhance the public experience via amenities, utilities etc. In such case, the client may choose to intimate the contractor about the nature of such works, however it shall not be bound to the agreement of the contractor if it's not a direct disruption to the working area assigned to the contractor.

**2.16.** The parking management system software program must show:

- Rate per user
- Order of parking spaces
- Occupancy ratio
- Parking stay per user/ module
- Operation statistics, Equipment health etc.

**2.17.** The right of advertisement and commercial exploitation is restricted for the contractor and shall rest solely with client. Contractor shall have no right to object whatsoever on the decisions taken by client in this regard.

### 3. INSTRUCTION TO BIDDERS

### SECTION II

#### 3.1. Eligible Bidders

Being a composite work requiring key experience of construction as well as Automated Car parking technology, the intended bidder may either bid as a sole bidder or as an Joint venture with OEM. To be eligible for evaluation all bidders (and member bidders) must confirm to the requisite requirements of submission from the NHIDCL for evaluation and comparison to other bidders. These requisites shall form part of the submission and detailed further in the format of submission of proposal:

- 3.1.1. List of **Similar Projects** completed during last 5 years along with copy of the Performance Certificate and Completion Certificate duly issued by the project owners/ undertaking authority/ clients, **meeting the eligibility requirements** as specified in ITB.
- 3.1.2. Should have had **average annual financial turnover** of value as mentioned in the ITB on construction work during the last Five Financial Years ending FY2019-20.
- 3.1.3. **Audited Balance Sheet and Profit & Loss Account Statement** of last 5 financial Years ending FY 2019-20 and should not have incurred any loss in more than two years during last 5 financial Years ending FY 2019-20.
- 3.1.4. **Permanent Account Number (PAN).**
- 3.1.5. **GST Registration details.**
- 3.1.6. **Available bid capacity** required for the project.
- 3.1.7. Minimum value of **net worth** for eligibility in tendering.
- 3.1.8. Bidders shall not be blacklisted for corrupt and fraudulent Practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.
- 3.1.9. The bidder including individual or any of its JV member, who are either having 02 ongoing project(s) in NHIDCL or ongoing project(s) worth Rs. 500 Crore/- (Awarded cost 0 or more in NHIDCL, as on date of bid submission shall not be eligible to bid for this project (Issuance of LOA will be considered as on-going project).

#### 3.2. Qualification of the Bidder

- 3.2.1. NHIDCL has to finalize its purchase/contracts within a limited time schedule. Therefore, it may not be feasible for NHIDCL to seek clarifications in respect of incomplete offers. Prospective bidders are advised to ensure that their bids are complete in all respects and conform to NHIDCL's terms, conditions and bid evaluation criteria of the tender. Bids not complying with NHIDCL's requirement may be rejected without seeking any clarification.
- 3.2.2. Each bidder must upload the scanned copies of following documents along with the Submission of online bidding:

- a) Demand Draft/Bankers Cheque/ Bank Guarantee/ RTGS as applicable of any scheduled Bank against EMD.
- b) An affidavit on a Stamp Paper, duly attested from the Notary Public, that the information furnished with the bid documents is correct in all respects; and such other certificates as defined in Section- III.
- c) Failure to submit the certificates/documents as specified above shall make the bid non-responsive.
- d) Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
  - Made misleading or false representations in the forms, statements, affidavits and Attachments submitted in proof of the qualification requirements;and/or
  - Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failuresetc. or debarring from MoRTH/NHIDCL/NHAI/any other PSU/ or Government agency etc.
  - Tampered the bid document in any manner.

3.2.3. Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under :

### 3.3. Cost of Bidding

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

### 3.4. Site Visit

- 3.4.1. The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit, examine and familiarize himself with the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 3.4.2. Contractor has to obtain all kind of permits, and all kinds of Permissions from Concerned Authorities related with the execution of work. The costs of visiting the Site shall be at the Bidder's own expense. Further, Water Supply arrangement, Electric Supply arrangement has to be made by the bidder.
- 3.4.3. **Conflict of Interest:** Tenderers (as a bidder/ a member of JV or Consortium/ an OEM in MoU with bidder) shall be eligible only if they not have a conflict of interest. All Tenderers found to have a conflict of interest in this tender process shall be disqualified. Tenderers shall be considered to have a conflict of interest, if:
  - i. One firm applies for tender both as an individual firm and in a Group.
  - ii. If Tenderers in two different applications have controlling shareholders in common.
  - iii. Submit more than one application in this tender process.
  - iv. If the Tenderer has participated as a Consultant(s) engaged by NHIDCL in the preparation of the design or technical specifications of the works that are the subject of this tender.
  - v. The applicant has either participated or lent or temporarily seconded their personnel to a separate Bidder or group involved in the preparation of the design or technical specifications of the said separate bid document(s)/ credential (s).

Any bidder(s) as an individual or as (a part of JV/ consortium) a group which has been blacklisted or de-registered by any government agency(s) or public sector undertaking during the last 4 years.

### 3.5. ELIGIBILITY CONDITIONS & QUALIFICATION in SELECTION PROCESS of BIDDERS

#### 3.6. Minimum Eligibility Conditions

**3.6.1. Responsiveness of firms:** Responsiveness of firms will be checked as per requirement of qualification criteria mentioned in the subsequent tables under heading 1 (Eligibility) & heading 2 (Historical Contract Non-Performance). Technical Evaluation of only responsive firms will be carried out in next stage.

**3.6.2. Technical Evaluation:** For the Purpose of technical Qualification, each bidder must be qualified in required Technical Eligibility Criteria and Financial Eligibility Criteria each set out further. The definition for similar works and OEM shall be as below:

**Similar Work:** means Construction of tower type/Robo-shuttle type Automated Multi Level Car Parking including Building/Structure work either Overground or Underground in last 7 years.

**3.6.3. Original Equipment Manufacturer (OEM):** provision of technology, installation, testing and commissioning of automated car parking system with robo-shuttle technology as shown in the tender drawings of minimum 03 (three) system in India / 10 (ten) system world over and must have an experience of operation and maintenance of the system of comparable technology for minimum 2 years totaling 100 ECS at least.

**3.6.4. Technical Eligibility Criteria: For sole or JV bidder, the required experience for meeting criteria are specified as below :**

Bidder type	Minimum Experience required for TECHNICAL QUALIFICATION criteria
<b>Sole Bidder</b>	<p>Bidder/s must have minimum experience in <b>similar works</b> in last 7 years as under:</p> <ol style="list-style-type: none"> <li>One work of Rs. 16.23 cr. (i.e 80% of estimated cost) for 116 ECS.</li> </ol> <p style="text-align: center;"><b>OR</b></p> <ol style="list-style-type: none"> <li>Two work of Rs. 12.17 cr. (i.e 60% of estimated cost) for 87 ECS.</li> </ol> <p style="text-align: center;"><b>OR</b></p> <ol style="list-style-type: none"> <li>Three work of Rs. 8.11 cr. (i.e. 40% of estimated cost) for 58 ECS.</li> </ol>
<b>Joint Venture Bidder</b>	<p>Bidder/s must have minimum experience in <b>similar works</b> in last 7 years as under:</p> <ol style="list-style-type: none"> <li>One work of Rs. 16.23 cr. (i.e 80% of estimated cost) for 116 ECS.</li> </ol> <p style="text-align: center;"><b>OR</b></p> <ol style="list-style-type: none"> <li>Two work of Rs. 12.17 cr. (i.e 60% of estimated cost) for 87 ECS.</li> </ol> <p style="text-align: center;"><b>OR</b></p> <ol style="list-style-type: none"> <li>Three work of Rs. 8.11 cr. (i.e. 40% of estimated cost) for 58 ECS.</li> </ol>

**3.6.5.** For the minimum eligibility criteria in clauses above, successfully completed portion of any ongoing work will also be considered.

- 3.6.6. In case of Joint Venture, the work done either by the same joint venture or by any member of the joint Venture shall be considered for minimum eligibility criteria. The work, if done in Joint Venture will be taken as per the percentage participation.
- 3.6.7. The documentary proof such as Completion Certificates from Clients and concerned Consultant/Architect for such work should be submitted clearly indicating the technology,ECS &Final completion cost and overall completion period of the work. The offers submitted without these documentary proof shall not be evaluated and shall be treated as non-responsive.
- 3.6.8. A bidder must have experience of similar works as Original Equipment Manufacturer (OEM). In case, a bidder does not have experience as OEM, he may participate as a civil contractor by having a MoU with an OEM.
- 3.6.9. Joint Venture is allowed of **maximum 2 partners/members**, out of which one should be Original Equipment Manufacturer (OEM) and JV or any member has executed Automated car parking with Tower/Robo-shuttle technology including Building/Structure work either Overground or Underground in India in the last 7 years ending on the date of publication of tender.
- 3.6.10. **Original Equipment Manufacturer (OEM):** provision of technology, installation, testing and commissioning of automated car parking system with robo-shuttle technology as shown in the tender drawings of minimum 03 (three) system in India / 10 (ten) system world over and must have an experience of operation and maintenance of the system of comparable technology for minimum 2 years totaling 100 ECS.
- 3.6.11. The firms or personnel from neighboring countries sharing common land border with India are not eligible to bid for the subject project. Such firms will be treated as 'Non responsive'.
- 3.6.12. The technology and material from the neighboring countries sharing common land border with India is not permitted.
- 3.6.13. Each bid shall be accompanied by detailed parking technology description relevant with respect to the project technology of Automated Parking. The proposal shall cover the following:
- Equipment Layout and Design: The Bidder should provide parking system's layout and design for major equipment under the Project Facility similar to the given Architectural/Structural Drawings provided by NHIDCL/Consultant engaged by NHIDCL.
  - Specifications standards: The Bidders should provide their equipment specifications component wise description and list of makers (from the list of approved makes as per Specifications of works of the RFP).
  - Plan of implementation: The Bidders should provide their plan for implementation of the Project with suitable Bar/ Gantt Charts.
  - Resource allocation: The Bidders should provide the plan for resource allocation for the Project viz. Plant and equipment to be deployed, personnel at site etc
  - Technical performance standards of parking proposal. The Bidders should provide a concise method statement covering each of the following activities pertaining to the Project:
    - Parking technology and specific details to the specification as required
    - Parking and retrieval procedure
    - Details of electrical and electronic system for Parking Facility
    - Operation and Maintenance
    - Energy Consumption per parking cycle and retrieval cycle. (As per RFP Vol-2)



- Required Installed Load
- Time of Parking/Retrieval Time (min/max) (Appendix-5)
- Ease of Maintenance
- Facility of maintaining 100% redundancy of systems in case of maintenance and accidents (methodology and operation)
- Required Standby Power arrangement
- Expected Life cycle of the System.
- Compliance to norms of Automated Parking design and manufacture like VDI, EN etc.

**3.6.14. Financial Eligibility Criteria:** The sole bidder or the non OEM member in case of JV bidder is required to fulfill the following minimum financial criteria:

- a) **Net Worth:** Bidders should have minimum net worth of 5% of the estimated cost of project. Bidders are required to submit the certificate of Net Worth duly certified by the Statutory Auditor.
- b) **Average Annual Turnover:** Bidders should have average annual turnover of at least 30% of the estimated cost of project during the previous 5 (five) consecutive financial years, fulfilled by the bidder at his own account. Bidders are required to submit the certificate of Annual turnover duly certified by the Statutory Auditor.

**Note:** The latest financial year will be considered as FY2019-20. Bidders are required to submit the Audited Annual financial statements of previous 5 (five) Financial years. If the Annual financial statement of any bidder is not audited for FY2019-20, latest financial year for those bidders will be considered as FY2018-19.

- c) **Bid Capacity:** Bidders who inter alia meet the minimum qualification criteria will be qualified only if their available BID capacity is **more than the total bid value** (as per BDS). The available BID capacity will be calculated as per following, based on information supplied for bid forms:

Assessed Available BID capacity =  $(A * N * 2.5 - B)$ ,

Where

N= Number of years prescribed for completion of work for which bid is invited.

A = Maximum value of civil engineering works excluding the amount of bonus received, if any, in respect of Projects executed in any one year during the last five years (updated to the price level of the year indicated in table at Note below) taking into account the completed as well as works in progress. The projects include turnkey project/ Item rate contract/ Construction works.

B = Value (updated to the price level of the year indicated in table at Note-3 below) of existing commitments, works for which Appointed Date/ Commencement Date has been declared or on-going works to be completed during the period of completion of the works for which BID is invited. For the sake of clarification, it is mentioned that works for which LOA has been issued but Appointed Date/ Commencement Date not declared as on Bid Due Date shall not be considered while calculating value of B.

2. The factor for the year for updating to the price level is indicated as under: Year	Year-1	Year-2	Year-3	Year-4	Year-5
Updating Factor	1.00	1.05	1.10	1.15	1.20

**Note:**

- i. The Statement showing the value of all existing commitments, works for which Appointed Date/ Commencement Date has been declared and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be self-certified and verified by Statutory Auditor. In case the information provided is not true or any information not provided for existing commitments, the bidder shall be debarred for a period of two years for participating in future bids.

- ii. Bidders unable to meet the minimum bid capacity criteria shall not be considered for qualification.

d) **Additional financial performance requirements** of qualification criteria table detailing financial situation and performance.

e) **Technical Presentation:** If required, NHIDCL may invite bidders to give a technical presentation of design submission with the overall design parameters, methodology and outcome of proposal entailing all the relevant point carefully. Feasible innovation is encouraged in the design outcomes and finalization so that a harmonious mix of required areas and themes can be generated.

### 3.7. Qualification Table

1. Eligibility					
Criterion	Requirement	Sole bidder	Joint Venture		Submission Requirements
			All Parties Combined	Each Member	
1.1 Nationality	Nationality in accordance with ITB	Must meet requirement	Must meet requirement	Must meet requirement	Forms with attachments
1.2 Conflict of Interest	No conflicts of interest in accordance with ITB	Must meet requirement	Must meet requirement	Must meet requirement	Letter of Bid
1.3 Technical Eligibility	Not being ineligible as described in ITB	Must meet requirement	Must meet requirement	Must meet requirement	Integrity Pact
1.4 State-Owned Entity	Meet conditions of ITB	Must meet requirement	Must meet requirement	Must meet requirement	Forms with attachments
2. Contract Non-Performance					
Criterion	Requirement	Sole bidder	Joint Venture		Submission Requirements
			All Parties Combined	Each Member	
2.1 History of Non-Performing Contracts	Termination of a contract did not occur as a result of Bidder's default in the past five (5) years.	Must meet requirement.	Must meet requirement	Must meet requirement <sup>2</sup>	Forms
2.2 Suspension Based on Execution of Bid Securing Declaration by the Employer	Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	Letter of Bid

## 2. Contract Non-Performance

Criterion	Requirement	Sole bidder	Joint Venture		Submission Requirements
			All Parties Combined	Each Member	
<b>2.3 Pending Litigation</b>	All pending litigation shall in total not represent more than one hundred percent (100%) of the Bidder's net worth and shall be treated as resolved against the Bidder.	Must meet requirement	N/A	Must meet requirement	Forms
This requirement also applies to contracts executed by the Bidder as JV member					

## 3. Financial Situation and Performance

Criterion	Requirement	Sole bidder	Joint Venture		Submission Requirements
			All Parties Combined	Each Member	
<b>3.1 Financial Capabilities</b>	(i) The Bidder shall demonstrate that it has satisfactory performance of similar works, that the experience certificates are of atleast the minimum eligibility criteria	Must meet requirement	Must meet requirement	Lead member must meet requirement	Forms
	(ii) The Bidder shall demonstrate that it has access minimum bid capacity sufficient to meet the construction requirements estimated wrt net of the Bidder's other commitments.				
	(iii) The Bidder shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	Must meet requirement	Lead member must meet requirement	Forms
	(iv) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last five (5) years shall be submitted and must demonstrate the current soundness of the Bidder's financial position.	Must meet requirement	Must meet requirement	Lead member must meet requirement	Forms with attachments

### 3. Financial Situation and Performance

Criterion	Requirement	Sole bidder	Joint Venture		Submission Requirements
			All Parties Combined	Each Member	
<b>3.2 Minimum Annual Turnover</b>	Minimum average annual turnover of at least <b>30% of the tendered value of work</b> for the last <i>minimum 5</i> years.	Must meet requirement	Must meet requirement	Lead member must meet requirement	Forms

### 4. Experience

Criterion	Requirements	Sole bidder	Joint Venture		Submission Requirements
			All Parties Combined	Each Member	
<b>4.1 General Construction Experience</b>	Experience under construction contracts in the role of prime contractor, JV member, subcontractor, or management contractor for at least the last 7 years.	Must meet requirement	Must meet requirement	N/A	Forms
<b>4.2 (a) Construction Experience</b>	(i) A minimum number of similar contracts specified below that have been satisfactorily and substantially completed as a contractor, joint venture member, management contractor or subcontractor between last seven years:  N contracts, each of minimum value V (To be as per qualification table 3.3).	Must meet requirement	Must meet requirement	N/A	Forms
For contracts under which the Bidder participated as a joint venture member or subcontractor, only the Bidder's share, by value, shall be considered to meet this requirement.					
<b>4.2 (b) Specific Experience</b>	For the above and any other contracts completed and under implementation as contractor, joint venture member on or after the first day of the calendar year during the period stipulated in 4.2 (a) above, a minimum construction experience in the following key activities successfully completed.	Must meet requirement	Must meet requirement	N/A	Forms

### 5. Environmental, Social, Health and Safety (ESHS)

Criterion	Requirement	Sole bidder	Joint Venture		Submission Requirements
			All Parties Combined	Each Member	

5. Environmental, Social, Health and Safety (ESHS)					
Criterion	Requirement	Sole bidder	Joint Venture		Submission Requirements
			All Parties Combined	Each Member	
<b>5.1 ESHS Certification(s)</b>	<p>Availability of a valid ISO certification or internationally recognized equivalent (equivalency to be demonstrated by Bidder), and applicable to the worksite:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Quality management certificate ISO 9001;</li> <li><input type="checkbox"/> Environmental management certificate ISO 14001;</li> <li><input type="checkbox"/> Health and safety management certificate ISO 45001.</li> </ul>	Must meet requirement	N/A	Lead member must meet the requirement	<p>Forms</p> <p>Forms</p> <p>Forms</p>
<b>5.2 ESHS Documentation</b>	<p>Availability of in house policies and procedures acceptable to the Employer for ESHS management:</p> <ol style="list-style-type: none"> <li>Existence of an Ethics Charter;</li> <li>Existence of a system for monitoring compliance with ESHS commitments for the Bidder's subcontractors and all its partners;</li> <li>Existence of official company procedures for the management of the following relevant points: <ul style="list-style-type: none"> <li><input type="checkbox"/> Project Areas management (base camps, quarries, borrow pits, storage areas);</li> <li><input type="checkbox"/> Health &amp; Safety on worksites;</li> <li><input type="checkbox"/> Traffic management;</li> <li><input type="checkbox"/> Hazardous products;</li> <li><input type="checkbox"/> Wastewater (effluents);</li> <li><input type="checkbox"/> Control of infectious and communicable diseases (HIV/AIDS, malaria, etc.).</li> </ul> </li> </ol>	Must meet requirement	Lead member must meet the requirement	N/A	<ol style="list-style-type: none"> <li>The ESHS Ethics Charter of the company or equivalent must be provided.</li> <li>A procedure or information on how the Bidder ensures that all members of the Joint Venture, subcontractors, suppliers and temporary labor (i) are aware and (ii) meet ESHS requirements must be provided.</li> <li>Official internal procedure documents on the topics indicated must be provided.</li> </ol>

6. Security					
Criterion	Requirement	Sole bidder	Joint Venture		Documentation Required
			All Parties Combined	Each Member	
<b>6.1 Security documentation and Procedures</b>	Having internal security management procedures and systems for worksites	Must meet requirement	Must meet requirement	N/A	Supply of the following documents acceptable to the Employer: <ul style="list-style-type: none"> <li>– Description of the monitoring and alert system</li> <li>– Crisis management procedure</li> </ul>

### **3.9. Content of Bidding Documents**

The set of bidding documents comprises the documents listed below and Corrigendum (if any) issued.

#### **Volume I**

1. Notice Inviting Tender
2. Project details and requirements
3. Instructions to Bidders and Qualification Information Appendix to Bid
4. Forms of Bank Guarantee, Agreement & LOA
5. Conditions of Contract & Contract Data
6. Scope of Work
7. Technical Specifications
8. Any other document listed in the Contract Data.

#### **Volume II**

1. Bill of Quantities (Should be filed in the prescribed format uploaded on e-portal)

The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, specifications, bill of quantities, etc. in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

### **3.10. Clarifications on Bid Documents**

A prospective Bidder requiring any clarification on the bid documents may notify the Employer in writing or through e-mail at the Employer's address within the time frame indicated in the Notice Inviting Tender. The Employer will respond to any request for clarification within the time frame indicated in the Notice Inviting Tender. Copies of the Employer's response will be hosted on website or which are required in the opinion of the Employer, including a description of the enquiry, but without identifying its source.

### **3.11. Pre-bid meeting**

- 3.11.1. To clarify and discuss issues with respect to the Project and the RFP, NHIDCL may hold Pre-Bid meeting(s) (Refer NIT). It is suggested that prior to the Pre-bid meeting(s), the Bidders may submit a list of queries and propose deviations, if any, to the Project requirements and/ or the Construction Agreement. Bidders must formulate their queries and forward the same to NHIDCL as per RFP Time Schedule prior to the meeting. NHIDCL may, in its sole discretion or based on inputs provided by Bidders that it considers acceptable, amend the RFP by issuing an amendment/addendum.
- 3.11.2. Bidders may note that NHIDCL will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders shall be unconditional and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents including the Draft Contract Agreement. Any conditional Proposal shall be regarded as non-responsive and would be rejected. NHIDCL will Endeavour to hold the Pre-Proposal meeting as per RFP Time Schedule. (Please refer NIT)
- 3.11.3. Attendance of the Bidders at the Pre-Proposal meeting(s) is not mandatory. However, subsequent to the meeting, NHIDCL may not respond to queries from any Bidder, who has not attended the Pre-Proposal meeting(s).

- 3.11.4. If any bidder is not able to attend the pre-bid meeting physically, the bidder or his official representative is invited to attend the meeting vide video conferencing at the time and date as indicated in NIT. The interested bidders will require asking for a VC link which will be provided by NHIDCL. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The bidder is requested to submit any questions in writing or by email to reach the Employer on or before the last day of pre bid queries.
- 3.11.5. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents which may become necessary as a result of pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 4.11 of ITB and not through the minutes of the pre-bid meeting.
- 3.11.6. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

### **3.12. Amendment of Bidding Documents**

- 3.12.1. Before the deadline for submission of bids, the Employer may modify the Bidding Documents by issuing addenda.
- 3.12.2. Any addendum thus issued shall be part of the Bidding Documents and shall be hosted on NHIDCL website and e-tendering portal. Bidders are advised to keep them-self updated of all the addendums issued on e-tendering portal by daily checking the e-tendering portal and, NHIDCL does not assume any responsibility in case the bidder fails to do so and does not take any action, if required, with respect any relevant addendum.

### **3.13. Language of Bid**

All documents relating to the Bid shall be in English.



## 4. PREPARATION OF BIDS

### 4.1. Documents Comprising the Bid

4.1.1. The e-bid submitted by the bidder shall be in two separate parts.

**Envelope I** - This shall be named Technical Bid and shall comprise of information requirements for eligibility and evaluation as per sub clause 15 of ITB.

**Envelope II** - It shall be named Financial Bid and shall comprise of Priced Bill of Quantities (The financial bid shall be submitted online only).

4.1.2. Documents to be submitted in physical form must reach the NHIDCL's office by on Bid Due Date as specified in NIT. Though, the scanned copies of following documents is required to be uploaded during submission of e-bid on the e-tendering portal of NHIDCL, however, following original documents in physical form shall be submitted in a sealed envelope by 11:00 Hrs on the date of submission of bid and addressed to the addressee given in the NIT duly super scribed "Name of Work, Contract number, Bid due date and time". Name and address of the bidder should also be indicated on the envelope.

### Technical Bid

Technical Bid shall include the following:

- a) Copy of Acknowledgement for Tender Submission and EMD/Bid Security
- b) Bid Tender Fee (Cost of Bid Document)
- c) Affidavit duly notarized (as per the format provided in Section III) Original experience certificate issued by the their project's clients or Notarized copy of certificate duly signed by authorized signatory.
- d) All certificates and Undertakings mentioned in Section III (Qualification Information) of this document (duly notarized).
- e) A Project Proposal including the following;
  - (i) Bidders' detailed plan for the parking system including its engineering/structural design and drawings and implementation & operational plan.
  - (ii) Architectural layout and area allocated for each facility such as:
    - i. Parking arrangement within the given Plan & Structure
    - ii. Entry & Exit Area details for Parking Structure
    - iii. Other facilities, if any associated with parking system.
    - iv. Implementation scheme for provision of utilities (lighting, water supply & drainage, fire services etc)
  - v. Must submit a letter showing interest in Operation & maintenance contract for 05 years and should undertake the full free replacement guarantee for all parking equipment, control system, electrical cables and parts which are required for smooth operation of parking system for ten years from the completion of project.
  - vi. The basic parking system design with animation of the project. The documents should be bound booklet of A3 size in landscape format. The animation should be in softcopy written on CD.
  - vii. The proposal shall also provide the following:
    - Energy Consumption per parking cycle
    - Required Installed Load for Parking System
    - Time of Retrieval (minimum and maximum)
    - Ease of Maintenance
    - Facility of retrieval in case.
    - Required Standby Power arrangement

- Expected Life cycle of the System
  - Detail of the Technology and method of working of the car parking proposed to be utilized
- viii. The design proposal should highlight how it addresses the traffic movement from entrance to system takeover and at any other points, which the architect has felt relevant to the facility design. Bidder may use sketches to explain design concepts, their inter-relationships and innovations with a concept note. The traffic design should be such that the waiting time on the street should be aimed to be zero.
- ix. Format giving a breakup of the system operation analyzing the retrieval time is to be submitted by the OEM.
- x. Drawings: There is no restriction on number of drawings to be provided. (A-3 size white sheets preferably in the readable scale of 1:100 or less).
- xi. Time Schedule: Bar chart of completion with time schedule for various aspects of the work including but not limited to procurement of the mechanical items for car parking system and their installation
- xii. Pen drive: The entire proposal including the drawings and report should also be submitted in soft copy. All drawings submitted in electronic Performa should be in drawings format readable Auto Cad 2012 and higher version.

## **Financial Bid**

Bidders are required to submit their Financial Bid in online mode only in CPP Portal as per the BoQ uploaded in the portal. No other mode of financial bid shall be accepted. In case the Financial Bid is submitted other than the online mode, the bid shall be summarily rejected.

### **4.2. Format & Submission format and Evaluation criteria of Proposal**

#### **4.2.1. Requirements of project proposal**

Details of Project Proposal: The Bidder would be required to furnish the following as part of their Project Proposal:

- (a) Experience of the Bidder
- (b) Approach & Methodology
- (c) Project Layout and Design: The Bidder should provide parking system's layout and design for major equipment under the Project Facility similar to the given Architectural/Structural Drawings provided by NHIDCL/Consultant engaged by NHIDCL.
- (d) Plan of implementation: The Bidders should provide their plan for implementation of the Project with suitable Bar/ Gantt Charts.
- (e) Resource allocation: The Bidders should provide the plan for resource allocation for the Project viz. Plant and equipment to be deployed, personnel at site etc
- (f) Write up. Under this item, the Bidders should provide a brief description of their understanding and operation of the Project.
- (g) Technical performance standards of parking proposal. The Bidders should provide a concise method statement covering each of the following activities pertaining to the Project:
  - Parking technology and specific details to the specification as required
  - Parking and retrieval procedure
  - Details of electrical and electronic system for Parking Facility
  - Operation and Maintenance
  - Energy Consumption per parking cycle and retrieval cycle. (As per RFP Vol-2)
  - Required Installed Load

- Time of Parking/Retrieval Time (min/max) (Appendix-5)
- Ease of Maintenance
- Facility of 100% redundancy of systems in case of maintenance and accidents (methodology and operation)
- Required Standby Power arrangement
- Expected Life cycle of the System.
- Arrangement and Facility of Solar energy generation on rooftop (As per Form L)

4.2.2. 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.

4.2.3. The Proposal/ Submission of Tender should be submitted in both online and physical form:

- a. Online submission details shall be specified in the CPP portal and NIT.
- b. Physical submission shall be in the following manner:

- Envelope I TECHNICAL BID
- Envelope II FINANCIAL BID

4.2.4. **Physical submission shall be in the following form:-**

**Envelope I** shall contain **Technical Bid Documents** (One Original + One Copy) in one sealed envelope. The envelope shall be marked "Technical Bid only". The tenders not accompanied by Earnest Money and tender fee shall be summarily rejected.

**Envelope II** shall contain **Financial Bid documents** (One Original + One Copy) only in another sealed cover. The envelope shall be marked "Financial Bid only".

- a. The Technical and Financial Proposals shall be submitted in two separate covers clearly marked "**Technical Bid only**" and "**Financial Bid only**" along with non-refundable tender document fee in case of down load of tenders from website.
- b. **ENVELOPE-I (Technical Bid)** will be opened on date as per NIT in the presence of Bidder's representatives who choose to attend the Bid due date closing at NHIDCL OFFICE.
- c. Bids not accompanied by **Earnest Money and Tender fees** (to be part of **envelope I**) will be considered as non-responsive and summarily rejected.
- d. **Technical Bid and Tender Document including Price Bid shall be submitted simultaneously** on due date and time. Only Technical Bid shall be opened on that date of all the tenderers. The Financial Bid/ Price Bid shall be kept sealed in safe custody. The Financial Bid/Price Bid of only those successful tenderers, who will qualify in the technical bid on the basis of their technical proposal and along with other details given in the technical bid. The sealed price bid (financial bid) of unsuccessful bidder in technical bid shall be duly returned unopened.
- e. **Financial Bid of those Bidders not substantially responsive/unsuccessful bidders shall be returned** to the Bidders unopened. All the proposals will be assessed in accordance with good professional practice.

**4.3.** The Proposals would be evaluated on the basis of the evaluation criteria set out in this RFP document ("Evaluation Criteria") in order to identify the Successful Bidder. The Successful Bidder ("Contractor") would then have to enter into a contract Agreement with Client and perform the obligations as stipulated therein, in respect of the Project.

**4.4.** Non-refundable tender document fee has to be submitted.

#### **4.5. PROPOSAL DETAILS**

4.5.1. **The Proposal shall include the following in detail:**

- Bidder's detailed configuration for the parking System including its Engineering, design, drawings and implementation & operational plan.
- Architectural layout and area allocated for each facility such as:
  - a) Parking arrangement within the given architectural layout & Structure
  - b) Entry and Exit Area details for Parking Structure
  - c) Other facilities, if any associated with parking system.
  - d) Implementation Scheme for provision of Utilities relating to parking equipment (Lighting, water supply & drainage, fire services etc)
  - e) Must submit a letter showing interest in Operation and Maintenance contract for Nine Years and should undertake the full free replacement Guarantee for all Parking equipment, control system, electrical cables and parts which are required for smooth operation of parking system for Contract period. During this period the cost of electricity for complete operations & maintenance will be of contractor.
  - f) Basic parking system design with animation of the project. The documents should be bound booklet of A-3 size in landscape format. The animation should be in softy copy written on Pen drive. All drawings (mechanical, structural) should be in Autocad compatible formats (operable in Autodesk Autocad 2010). As for the animation, it should be submitted in playable video formats (mp4, flv, mov) as well as in original software formats.
- a) The report shall also provide the following:
  - i. Energy Consumption per parking cycle
  - ii. Required Installed Load for Parking System
  - iii. Time of Retrieval (minimum and maximum)
  - iv. Ease of Maintenance
  - v. Facility of 100% Redundancy of systems
  - vi. Required Standby Power arrangement
  - vii. Expected Life cycle of the System
  - viii. Detail of the Technology and method of working of the car parking proposed to be utilized
- Details of layouts, specification and designs (mechanical) of areas planned for the APS component as:
  - i. Arrangement and provision of Mechanical Equipment units.
  - ii. Arrangement and provision of ancillary services and utilities for APS.
  - iii. Arrangement and provision of Control room.
  - iv. Arrangement and provision site access features like barriers, signage, boundaries, sensing areas etc.
- Maintenance manual and methodology detailing the operation and maintenance with milestones during the Contract period.
- The design proposal should highlight how it addresses the traffic movement and any other points, which the architect has felt relevant to the facility design. Bidder may use sketches to explain design concepts, their inter-relationships and innovations with a concept note. The traffic design should be such that the waiting time on the street should be aimed to be zero.
- Format giving a breakup of the operation analyzing the Parking cycle time is to be submitted as per enclosed Performa.
- Drawings: There is no restriction on number of drawings to be provided. (A-2 size white sheets in the readable scale, preferably 1:100)
- Time Schedule: Bar chart of completion with time schedule for various aspects of the work including but not limited to procurement of the mechanical items for car parking system and their installation.

(The guidelines setting out the details to be provided as part of the Project Proposal have been provided in the bid document).

#### 4.5.2. Number of Proposals

Each Bidder, individually or in a Consortium, should submit **only one**(1) Proposal for the Project. Any Bidder or member of a Consortium, who submits or participates in more than one Proposal for the Project would be disqualified and would also cause the disqualification of the Consortium/JV in which it is a member.

#### 4.5.3. Proposal Preparation Cost

The bidders shall bear all costs associated with the preparation and submission of the proposal and neither NHIDCL nor its consultants will in any case be responsible and liable for sub-costs, regardless of the conduct or outcome of the proposal.

#### 4.5.4. All papers submitted with the TENDER are neither returnable nor claimable.

#### 4.5.5. Amendments to TENDER

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 a Bidder, amend the RFP by the issuance of Addenda

#### 4.5.6. Any Addendum thus issued would be in writing and shall be published on NHIDCL e-portal only.

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

#### 4.5.7. Language and Currency

The Proposal and all related correspondence and documents shall be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by an appropriate translation into English. Supporting material that are not translated into English may not be considered. For the purpose of interpretation and evaluation of the Proposal the English language translation shall prevail.

The currency for the purpose of the Proposal shall be the Indian Rupee (INR). **The bidder shall submit the proof of payment of tender fees in case it is paid on-line**

#### 4.6. Validity of Proposal

4.6.1. The Proposal shall, in the format set out in Appendix 1-B, indicate that it would remain valid for a period of **180 days** from the date of opening of financial bids. NHIDCL reserves the right to reject any Proposal that does not meet this requirement.

4.6.2. Prior to expiry of the Proposal Validity Period, NHIDCL may request the Bidders to extend the period of validity for a specified additional period. A Bidder agreeing to the request will not be allowed to modify its Proposal. Bidder would be required to extend the validity of its Bid Security for the period of extension and comply with Clauses as mentioned herein of this document in all respects.

4.6.3. The Successful Bidder shall, where required, extend the Proposal Validity period till the date of execution of the Contract Agreement.

#### 4.7. Bidder's Responsibilities

4.7.1. The Bidder is expected to carefully examine the contents of all the documents provided.

4.7.2. Failure to comply with the requirements of RFP shall be at the Bidder's own risk.

4.7.3. It shall be deemed that prior to the submission of Proposal, the Bidder has:

- a) Made a complete and careful examination of terms & conditions/requirements, and other information set forth in this RFP document.
- b) Received all such relevant information as it has requested from NHIDCL; and
- c) Condition of the buildings including but not limited to open spaces in and around the Project Site.
- d) The conditions of the access roads and utilities in the vicinity of the Project site.

- e) Conditions affecting transportation, access, disposal, handling and storage of materials and All other matters that might affect the Bidder's performance under the terms of this RFP document.

- 4.7.4. Made a complete and careful examination of the various aspects of the Project including but not limited to & will be responsible for the same.
- 4.7.5. If there are trees in the site location, they will be felled and disposed by the Contractor as per existing rules at his cost. Permission for felling trees if required & permitted will be in scope of contractor as well. The cost for cutting/ felling (and associated works) of such trees is to be borne by the contractor himself. The compensatory plantation and maintenance for the same will be done by contractor (if required as per law), at their own cost itself. Any remains/refuse/ material etc from the felled trees shall be the contractor's responsibilities.
- 4.7.6. NHIDCL shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

#### **4.8. Bid Prices**

- 4.8.1. The Contract shall be for the whole Works, as described in Head schedule for Scope of works based on the priced Bill of Quantities submitted by the Bidder.
- 4.8.2. The bidder shall quote bid prices on appropriate format enclosed as part of tender document on e-tender portal of NHIDCL. Any items or works for which no rate or price is assumed by the Bidder will be required to be executed free of cost and shall be deemed covered under the other rates and prices in the Bill of Quantities quoted in the financial bid.
- 4.8.3. The Price quoted by the Bidder shall be considered inclusive of all taxes including GST.
- 4.8.4. The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment. Extra cost towards escalation shall be payable as per Clause 10CC Of GCC.

#### **4.9. Currencies of Bid and Payment**

- 4.9.1. The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.
- 4.9.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by email. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension.

#### **4.10. Bid Validity**

- 4.10.1. Bids shall remain valid for a period of 180 days after the deadline date for bid submission specified in Clause herein-under. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 4.10.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by email. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension.

#### **4.11. Bid Security**

- 4.11.1. The Bidder shall furnish, as part of the Bid, Bid Security in form of Demand Draft from any scheduled bank towards Bid Security in favor of "MD, **NHIDCL**" for the amount as specified in the NIT and other documents as specified. The bank guarantee submitted as a part of Bid Security shall be valid as per details in the ITB.

- 4.11.2. Any bid not accompanied by an acceptable bid security as mentioned above shall be rejected by the Employer as non-responsive.
- 4.11.3. MSME having valid NSIC registration certificates issued for providing similar services will be allowed exemption from EMD etc, subject to submission of valid registration certificate with the bid as per the Govt. policy.
- 4.11.4. The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 12 of ITB or award of contract package, whichever is earlier.
- 4.11.5. The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
- 4.11.6. The Bid Security will be forfeited:
- if the Bidder withdraws the Bid after its submission during the period of Bid validity;
  - in the case of a successful Bidder, if the Bidder fails within the specified time limit to
    - Sign the Agreement; and/or
    - Furnish the required Performance Security.
    - Commence the work after signing the Agreement within 10 days.

#### **4.12. Conditional/ Alternative Proposals by Bidders**

- 4.12.1. Bidder shall submit offers that fully comply with the requirement of the Bidding Documents. Conditional offer or alternate offer will not be considered further in the process of evaluation and the bid will be declared non-responsive.

#### **4.13. Format and contents of Bid submission**

- 4.13.1. The Bidder shall submit e-bid comprising of the documents as described in NIT.
- 4.13.2. The documents to be submitted in the physical form along with the Bid security (as demand draft) for fees/security shall be typed or written in ink and shall be signed by a person duly authorized to sign on behalf of the bidder. All the pages of the documents as mentioned here shall be signed by the person/persons signing the bid. Documents as mentioned here shall contain no overwriting, alterations or additions, except those to comply with instructions, issued by the employer or as necessary to correct errors made by the bidder, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and signing and dating it along with the stamp by the person or persons signing the Bid.
- 4.13.3. Further, the bids submitted in Physical Form must be hard bound and page numbered.
- 4.13.4. In separately labelled envelopes each for Technical and Financial Bid respectively, each bidder shall order the submission for each envelope as follows:

##### **EVELOPE I - Technical Bid**

- Covering Letter-cum- Project Undertaking as per Appendix.**
- All forms and appendices** required for bid acceptance as:

S No.	NAME	DESCRIPTION	REQUIREMENT
<b>GENERAL FORMS (PART A) TO BE SUBMITTED WITH PROPOSAL</b>			
1	APPENDIX A I- A	Details Of Relevant Staff To Be Deployed And Main Employees Of The Firm	Self-attested/ Letterhead
2	APPENDIX A 1-B	FORMAT FOR COVERING LETTER-CUM-PROJECT UNDERTAKING	Self-attested/ Letterhead

3	APPENDIX - A3 D	Bank Guarantee for BID Security/ NA Instead Bid security to be submitted as EMD as per schedule F.	Official
4	APPENDIX A4-A	FORM OF AGREEMENT	Notarized
5	APPENDIX – A4-B	INTEGRITY PACT	Notarized
6	APPENDIX A5-A	FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL	Notarized
7	APPENDIX A5 B	FORMAT OF POWER OF ATTORNEY FOR AUTHORIZING LEAD MEMBER OF JV	Notarized
8	APPENDIX A6	Memorandum of Understanding	Notarized
9	APPENDIX A7	FORMAT FOR ANTI-COLLUSION CERTIFICATE	Notarized
10	APPENDIX A8-A	FORMAT FOR PARKING	Self-attested/ Letterhead
11	APPENDIX A8-B	FORMAT FOR RETRIEVAL TIME	Self-attested/ Letterhead
12	APPENDIX- A9	DECLARATION BY BIDDER	Notarized
13	APPENDIX- A10	INDEMNITY BOND	Notarized
14	Form- A1	General Information of Company and its structure	Notarized
15	Form –A2	Organization Setup Of The Company	Notarized
16	FORM – A3	Details of work completed during the last 7 years	Notarized
17	FORM – A4	Details of on-going work	Notarized
18	Form – A5	AFFIDAVIT	Notarized
<b>TECHNICAL FORMS (PART B) TO BE SUBMITTED WITH PROPOSAL</b>			
20	FORM B1	FINANCIAL INFORMATION	Notarized
21	FORM B2	FORM OF BANKERS' CERTIFICATE (SOLVENCY) FROM A SCHEDULED BANK	Official
22	FORM B3	Details Of All Similar Works Completed During The Last Seven Years Ending Last Day Of The Tendering	Notarized
23	FORM B4	Details Of All Similar Works SIMILAR WORKS UNDER EXECUTION OR AWARDED	Notarized
24	FORM B5	Projects Under Execution Or Awarded	Notarized
25	FORM B6	PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM “B3” & “B4”	Notarized
26	FORM B7	STRUCTURE & ORGANISATION	Self-attested/ Letterhead
27	FORM B8	Details Of Relevant Technical And Administrative Personnel To Be Employed For The Work	Self-attested/ Letterhead
28	FORM B9	Details of construction plant and equipment likely to be used and carrying out the work	Self-attested/ Letterhead
29	FORM B10	UNDERTAKING FOR NOT BLACKLISTED	Notarized
30	FORM B11	PROJECT COST AND NO ESCALATION DEMAND	Notarized
31	FORM B12	Format for Undertaking Original Equipment Manufacturers (OEMs) of Automated Parking Systems	Notarized
32	Annexure-C	Notice for appointment of Arbitrator	Notarized
Additional Annexures To be submitted			



1	audited balance sheet and profit and loss statements	Copies of Bidder's duly audited balance sheet and profit and loss account for the past five years preceding the Bid Due Date.	CA attested
2	Contract Agreement	A copy of the Contract Agreement (Part F of Appendices) with all pages attested by the of the Power of Attorney of the consortium as well as Authorized signatories of each member bidders	Notarized
3	Proposed Bill of quantities	Detail of Bill of quantities separately for Execution & O&M of the project for comparison. Including manpower, spares, consumables, electricity, revenue etc.	

- **Methodology for O& M for O&M period / O&M Manual in detail:** To be submitted and structured in form of report as per criteria A-E in detail in Special conditions for operation and maintenance in RFP Vol-II. With details of parking components warrantee for 25 years.
- **Quality Assurance Certifications of the Company:** The certificates issued by the relevant agency shall only be considered for evaluation.
- Declaration by Bidder as per Appendix.
- All relevant forms in order as per control sheet at the end of RFP 1.

4.13.5. Undertaking for Original Equipment Manufacturers of Robo- ShuttleParking system for Automated Parking Systems to be mandatorily submitted by the foreign partner/ subsidiary/ parent OEM as a committance of collaboration for supply, installation, testing and commissioning of parking systems as per the specified details in the undertaking and norms wherever mentioned in the tender.

#### **EVELOPE II – Financial Bid**

- **Tender form** with cost clearly stated.
- Form of Financial BID (Form B13)

#### **4.14. Physical Submission of Bids**

The documents to be submitted in physical form.As per Clause 5.14 of ITB shall be submitted in a sealed Envelope super scribed as “Documents in Physical Form” at the top left corner. 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.

Further, the bids submitted in Physical Form must be hard bound and page numbered.

#### **4.15. Deadline for Submission of Bids**

- 4.15.1. The Bidder shall ensure that the complete e-Bid is uploaded on NHIDCL e- tender portal on or before the Bid Due Date before the time specified in NIT/e- portal “NHIDCL e-procure portal is to be used through computer having Window Operating System only”. The Bidder is further required to submit Documents in Physical Form on or before the Bid Due Date and before the time of submission as specified in NIT, at the address of bid submission as per NIT.
- 4.15.2. In the event of the specified date for the submission of documents in Physical form being declared a holiday for the Employer, the same will be received up to the specified time on the next working day.
- 4.15.3. NHIDCL assumes no responsibility for inability of a bidder to submit bids through NHIDCL's e-tendering portal on account of delay in submission at bidder's end. Bidder shall ensure that they submit the bid well before the "Due Date & Time of Bid-Submission". NHIDCL shall not be responsible if bidder is not able to submit the bid on account of failure in network/internet connection or any other technical reason.

**4.16.** The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clauses ITB, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

**4.17. Late Submission of Document in Physical Form:**

4.17.1. Any document in physical form if received by the Employer after the deadline prescribed in NIT will be returned unopened to the Bidder and also the e-bid submitted by such bidder shall not be considered.

**4.18. Modification and Withdrawal of Bids**

4.18.1. Bidders may modify or withdraw their e-bids as directed on the e- tendering portal, before the Bid Due Date and time as prescribed in NIT.

4.18.2. No bid may be modified after the deadline for online submission of bids.

4.18.3. 19.3 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 13.1 above or as extended pursuant to Clause 13.2 shall result in the forfeiture of the Bid security pursuant to Clause 14.

4.18.4. Bidders may modify the prices of their bids before deadline of online submission of bid.

4.18.5. No Late and delayed bids after Bid Due date/time shall be permitted in e tendering portal System. Time being displayed on our e-Tendering Portal shall be final and binding on bidder and bids have to be submitted by bidders considering this time only and not the time as per their location/country.

**4.19. Bid Opening and Evaluation**

**4.19.1. Bid Opening**

- a) Bid opening shall be carried out in single stage with both envelopes being submitted together. For evaluation and opening, Firstly, **Envelope I 'Technical Bid'** of all the bids received (except those received late) shall be opened on the date and time mentioned in Notice Inviting Tender (NIT).
- b) **Envelope II 'Financial Bid'** of those bidders whose technical bid has been determined to be substantially responsive shall be opened on a subsequent date through online process of e- tendering, which will be notified to such bidders.
- c) The Employer will open the "Technical Bid" of all the bids received (except those received late), in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified in the NIT. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day
- d) In all cases, the amount of Bid Security, forms and validity shall be announced. Thereafter, the Employer at the opening as the Employer may consider appropriate, will announce the bidders' names and such other details.
- e) The Employer will prepare Minutes of the Bid opening, including the information disclosed to those present.
- f) The bids accompanied with valid bid security, bid document fee/ Tender fee will be taken up for evaluation with respect to the information Furnished in Part I of the Qualification Information and other bid.
- g) As soon as possible, the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration. However, to assist in the examination, evaluation of technical bids, the Employer may at his discretion, ask any bidder for clarification of his bid, however, no additional documents in support of clarification will be entertained.

4.19.2. The Employer shall inform the bidders, whose technical bids are found responsive, of the date, time and place of opening of the financial bids. The bidders so informed, or their representative, may attend the meeting of opening of financial bids.

4.19.3. At the time of the opening of the 'Financial Bid', the names of the bidders whose bids were found responsive will be announced. The financial bids of only these bidders will be opened. The responsive bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening. Any Bid price, which is not read out and recorded, will not be taken into account in Bid Evaluation.

#### **4.20. Process to be Confidential**

4.20.1. Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid

#### **4.21. Clarification of Bids and Contacting the Employer**

4.21.1. To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by email, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

4.21.2. No Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.

4.21.3. Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

#### **4.22. Examination of Bids and Determination of Responsiveness of TECHNICAL BIDS**

4.22.1. During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid:

- a) meets the eligibility criteria defined in Clauses 3.6 of ITB required for prequalification of technical evaluation;
- b) the required documents in physical form submitted by the bidder as well as the documents uploaded by the bidder are in order; and
- c) Is substantially responsive to the requirements of the tender.

4.22.2. The Employer will technically evaluate and compare only the bids determined to be **substantially responsive** and **qualified on filling the conditions set in eligibility criteria** in accordance with ITB.

#### **4.23. Evaluation and Comparison of Financial Bids**

4.23.1. During the STAGE II detailed evaluation of the "Financial Bids" shall be done, the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e. Bill of quantities submitted by the bidder, technical specifications etc.

4.23.2. If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's/Employer's estimate of 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 with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in NIT herein-

under be increased and an additional performance security of 05 (five) percent may be obtained at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

- 4.23.3. A bid, which contains several items in the Bill of Quantities which are unrealistically priced low and which cannot be substantiated satisfactorily by the bidder, may be rejected as non-responsive.
- 4.23.4. Conditional bids would be rejected.
- 4.23.5. While all efforts have been made to ensure the accuracy of information contained in this Tender document, this document does not purport to contain all the information required by the bidder. The bidder should conduct his own investigations and analysis and should check the reliability, accuracy and completeness of the information at his end and obtain independent advice as required from other sources.
- 4.23.6. This document does not purport to contain all the information that might be required by the applicant. The bidder must make their own independent assessment as may be required before submission of their tender application for presentation. NHIDCL and its Consultants reserves the right to change any or all conditions/ information set in this RFP/ Bid document by way or revision, deletion, updating or annulment through issuance of appropriate addenda as NHIDCL may deem fit without assigning any reason thereof.
- 4.23.7. NHIDCL or its Consultants shall incur no liability as to the accuracy or completeness of the RFP document. The NHIDCL reserves the right to restrict the list of such qualified contractors to any number deemed suitable by it.
- 4.23.8. The successful Bidder will be chosen from the group of qualifying Bidders ("eligible Bidders for financial bid") achieving benchmark score after technical bid evaluation as per the criteria set out above.

Determination of Bidder Rank

Bidder Position	Preference Order
L1 Lowest price Bid offer	First Preference
L2 Secondlowest price Bid offer	Second Preference
L3 Third lowest price Bid offer	Third Preference

- 4.23.9. The final qualifying Bidder for the assignment will be the one whose financial quotation for price bid is lowest amongst the qualifiers, as L1 Bidder.
- 4.23.10. For declaring L1, Weightage based marking procedure for various parts of quotation shall be considered.
- 4.23.11. If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from tendering/ taking up of work in NHIDCL. The NHIDCL reserves the right to verify the particulars furnished by the applicant independently. Conditional Tenders are liable to be rejected.
- 4.23.12. Bidders are required to submit their Financial Bid manually as prescribed in the Form of Bid no other mode of Financial Bid shall be accepted.
- 4.23.13. **Non Material Non Conformities**
  - a) Provided that a Bid is substantially responsive, the Employer may waive any non-material non-conformity (a non-conformity being a Deviation, Reservation or Omission) in the Bid.
  - b) Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities in the Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

- c) Only for admeasurement contracts and provided that a Bid is substantially responsive, the Employer shall rectify quantifiable non-material non-conformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

**4.23.14. Correction of Arithmetic Errors**

Provided that the Bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- a) Only for admeasurement contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- b) Only for admeasurement contracts, if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless, only for admeasurement contracts, the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB shall result in the rejection of the Bid.

**4.23.15. Additional Instructions to Bidders Regarding Submission**

- a) The Bidder shall submit their proposal as mandated in ITB. Additionally, following documents should submit as original at the time of submission of bid on or before the due date.
- i. Audited Balance sheets
  - ii. Power of Attorney as per authorizing the signatory of the Proposal to commit the Bidder.
  - iii. Profit loss statements and financial liabilities Certificate.
  - iv. Memorandum of Understanding (MOU)/ Article of association of Joint Venture, as applicable.
  - v. Tender fees and Bid Security in form prescribed in NIT.
  - vi. Proof of having paid the tendering fee in favor of NHIDCL.
  - vii. Deployment schedule of manpower for the project.
- b) Bid Security and cost of Bid Document should be placed in separate envelope duly marked on them "Bid Security" and "Cost of tender". Both these two envelopes should be placed in one envelope with requisite documents as mentioned above.
- c) Main envelopes shall indicate the Name and Address of the Bidder (of the Lead Member in case of a Consortium).
- d) If the envelopes are 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 or premature opening of the Proposal submitted if the same is not in accordance with the prescribed format.
- e) Proposals should be submitted on or before the Proposal Due Date, at the address provided in NIT in the manner and form as detailed in this RFP.
- f) NHIDCL, at its sole discretion, may extend the Proposal Due Date.
- g) Late Proposals  
Any Proposal received by NHIDCL after the Proposal Due Date and time will be returned unopened to the Bidder.
- h) Time of completion of project and Time Extension shall be controlled by client.

- i) Extra time for any additional work/ works involved or delays due to any extreme weather conditions or delay due to any other reasons which are not in the control of contract only may be allowed at the discretion of engineer-in- charge.
- j) **Tests of Responsiveness** 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:
- It is received before above mentioned designated time on the Proposal Due Date
  - It is signed, sealed, and marked as stipulated in Sub Clause 15 of ITB.
  - It contains the information and documents as requested in the RFP.
  - It contains information in formats specified in the RFP
  - It is accompanied by the Bid Security as set out in Sub Clause 6. It mentions the validity period as set for the tender. It provides the information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by NHIDCL without communication with the Bidder).
  - NHIDCL reserves the right to determine whether the information has been provided in reasonable detail.
  - There are no inconsistencies between the Proposal and the supporting documents.
- k) A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one which:
- Affects in any substantial way, the scope, quality, or performance of the Project Facility, or
  - Limits in any substantial way, inconsistent with the RFP document, NHIDCL's rights or the Bidder's obligations under the contract Agreement, or
  - Unfairly affects the competitive position of other Bidders presenting substantially responsive bids.
- l) Notwithstanding anything contained above, NHIDCL reserves the right to accept or reject any or all submissions received, or to terminate the entire process at any stage without assigning any reason, without any obligation to inform the applicants of the grounds of NHIDCL's action and without paying any compensation or refund of Tender fees. The Bidder hereby declares this acceptable on his submitting this tender.
- m) **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.
- n) **Clarifications by Bidders**  
To assist in the process of evaluation of Proposals Bidder should provide required clarifications and Technology and operation methodology presentation on its Proposal or substantiation of any of the submissions made by the Bidder. The request for such clarification or substantiation and the response shall be in writing or by email. No material change in the substance of the Proposal would be permitted by way of such clarification/substantiation.
- o) **Architect/ Consultant**  
To assist in the examination, evaluation, and comparison of Proposals, NHIDCL may utilize the services of Architect/ consultant. (Observation/ advice/ suggestion of CONSULTANT appointed by NHIDCL is not binding on NHIDCL. The Decision of NHIDCL shall prevail in all matters related to project in all matters.)
- p) **Proposal Evaluation for responsiveness:**

- The Technical Bid of the Proposal would first be checked for responsiveness in terms of the requirements of the RFP.
  - The Financial Bid of all the Bidders who pass the Stage I evaluation would be evaluated i.e. technically responsive bidder.
- q) In case the Proposal is found to be responsive in terms of the requirements, Financial Bid of the technically qualified bidders shall be opened.
- r) NHIDCL reserves the right to reject the Proposal of a Bidder without opening the Financial Bid if, in its opinion, the contents of the Technical Bid are not substantially responsive with the requirements of this RFP.
- s) **Declaration of Successful Bidder**
- NHIDCL may either choose to accept the Proposal of the L1 Bidder or invite him for negotiations/interaction.
  - Upon acceptance of the Proposal of the L-1 Bidder with or without negotiations, NHIDCL shall declare the L1 Bidder as the Successful Bidder.

**Notification(s)**

NHIDCL will notify the L1 Bidder by e-mail and by a Letter of Award (LOA) that its Proposal has been accepted.

**t) NHIDCL's Right to Accept or Reject Proposal**

- NHIDCL reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Contract, without liability or any obligation for such acceptance, rejection or annulment.
  - NHIDCL reserves the right to invite revised Proposals from Bidders with or without amendment of the RFP at any stage, without liability or any obligation for such invitation and without assigning any reason.
  - NHIDCL reserves the right to reject any Proposal if at any time if:
    - i. A material misrepresentation made at any stage in the bidding process is noticed/ observed; or
    - ii. The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal. This would lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium would be disqualified/rejected.
    - iii. If such disqualification/rejection occurs after the Proposals have been opened and the Successful Bidder gets disqualified/ rejected, then NHIDCL reserves the right to:-
      - i) Declare the Bidder receiving the L-2 bidder rank as the Preferred Bidder and where warranted, invite such Bidder to equal or better the rank secured by such disqualified Successful Bidder; or
      - ii) Take any such measure as may be deemed fit in the sole discretion of NHIDCL, including annulment of the bidding process.
- u) Acceptance of Letter of Award (LOA) and Execution of Contract Agreement Contractor should fully mobilize at site within Three (3) weeks from the date of issue of the LOA. The Successful Bidder shall execute the Contract Agreement within two (2) weeks of the issue of LOA.
- v) NHIDCL will promptly notify other Bidders that their Proposal has been unsuccessful and their Bid Security will be returned as early as possible as and in any case not later than Two (2) weeks from the date of announcement of the Successful Bidder. Bid Security of L-2 bidder shall be released only after signing of contract agreement with L-1 bidder
- w) (Preferred bidder)
- x) Before starting of work the bidder will give the Consultant both soft and hard copies of the detailed drawings of Parking System in desired formats for incorporation in to Construction and Engineer-in-Charge/Consultant.

y) Failure of the Successful Bidder to comply with the requirements of Clause 1.30.1 or shall constitute sufficient grounds for the annulment of the LOA, and forfeiture of the Bid Security. In such an event, NHIDCL reserves the right to:

- Either invite the Bidder receiving the next L-2 rank for negotiations, or
- Take any such measure as may be deemed fit in the sole discretion of NHIDCL, including annulment of the bidding process.

#### **4.24. Price Preference**

There will be no price preference to any bidder except as per criteria of evaluation set out in the RFP.

#### **4.25. Award of Contract**

The Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest price Bid as per clause 5.25, provided that such Bidder has been determined to be:

- Eligible in accordance with the provisions of Clause 2, and
- Qualified in accordance with the provisions of Clause 3

#### **4.26. Employer's Right to Accept any Bid and to Reject any or all Bids**

Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

#### **4.27. Notification of Award and Signing of Agreement.**

- 4.27.1. The bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Part I General Conditions of Contract called the "Letter of Award") will state the sum that the cost of project execution, price bid, revenue charts per year for the execution, operation and maintenance & management of the project, by the Contractor as prescribed by the Contract
- 4.27.2. The notification of award (LOA) will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of ITB.
- 4.27.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the performance security is furnished.
- 4.27.4. Upon furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

#### **4.28. Performance Guarantee**

- 4.28.1. Within 15 (Fifteen) days after receipt of the Letter of Award, the successful Bidder shall deliver to the Employer a Performance Guarantee of valid for the period of 180 days after the expiry of contract period plus additional security for unbalanced Bids, valid till completion of the work.
- 4.28.2. The Performance Security shall be in the form of a Bank Guarantee in the name of the Employer, from a Bank as applicable in case of Bid Security defined in Appendix to ITB.
- 4.28.3. Failure of the successful bidder to comply with the requirement of sub-clause 30.1 above shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.
- 4.28.4. The successful bidder to whom 'LOA' has been issued is required to sign the agreement at Employer's Office within 15 days of issue of LOA.



#### **4.29. Corrupt or Fraudulent Practices**

- 4.29.1. The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with National Highways & Infrastructure Development Corporation Ltd./MoRTH/NHAI/CPWD/PWD and any other Govt agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.
- 4.29.2. The Employer requires the bidders/Contractors to strictly observe the laws against fraud and corruption enforced in India, namely, Prevention of Corruption Act, 1988.

#### **4.30. Warranty and Support**

##### **4.30.1. Operation and Maintenance (O&M) Guidelines**

- a) The bidder will be responsible to deploy on-field resources for appropriate up- keeping, maintenance, and operation of all equipment, hardware, and software components, and ensure smooth functioning of the project throughout the entire contract period of five years.
- b) The comprehensive Operations and Maintenance (O&M) period for all sensors, devices, equipment and its related hardware, software, electrical and network infrastructure components supplied and installed for this project including configuration of servers, desktops, routers, switches, firewall, LED signage, parking sensors and various other active and passive components along with repair, replacement of parts, sensors, providing spare parts, updating, security alerts and patch updating, regular backup of the data etc. shall be upto a period of five years from the date of completion.
- c) The bidder shall depute adequate manpower as full time dedicated onsite team. The deployment schedule separate for the execution as well as O&M period shall be submitted with the tender and gotten approved by the client before the stages commence. The team shall be deputed to identify, acknowledge, troubleshoot, manage, replace and repair the hardware/ system software. The team shall undertake day - to-day troubleshooting and maintenance requirements for this project. The team shall be also be responsible for regular monitoring of all the equipment, proactively perform warranty checks, and generate Service Level Agreement reports from the SLA monitoring tool.
- d) The bidder shall ensure that the team has appropriate skill-sets for managing the parking facility.
- e) All patches and updates to any software and hardware devices shall be provided by the Bidder without any additional costs throughout the tenure of the Agreement.
- f) Insurance coverage for the Parking facility covering the damage or theft of the vehicle and injury to personnel in the parking facility. Any claim related to damage or theft of the vehicle and injury to personnel in the parking are responsibility of the contractor including third party liability.
- g) All statutory compliances like Labor License, Professional Tax registration, Coverage of all applicable employees under ESI and PF act to be taken care by the bidder.
- h) All types of maintenance, upkeep and cleanliness of the parking facility is the responsibility of Bidder.  
**Bidder has to replace the hardware, software or manpower in case of fault, Malfunction etc.**

#### **4.31. Taxes/Cess**

- a) All taxes/Cess like income tax and any other leviable tax and labour Cess in connection with the execution of the work levied by the statutory authorities/State/Central Govt. of India/State Govt. or any other local authorities on the contractor accordance with the applicable law shall be borne by the contractor and are deemed to be included in their bid price. The bidders shall note that the Tax Deduction at Source (TDS) as per applicable law shall be payable by bidder by his own consideration.

- b) GST shall be paid extra on the quoted rates @18%. The GST challans shall be deposited with the client on the basis of actual production of receipt of deposit duly authenticated by Chartered Accountant/Statutory auditor. Contractor has to mention GST no. in the invoices and amount of GST.
- c) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
- d) Any enhancement of taxes/duties by the Authorities/Govt. of India/State Govt. during currency of this contract shall be borne by the Contractor only, which shall not be reimbursed by client.

#### 4.32. Appendix to ITB

The Employer should fill out this Appendix to ITB before issuing the bidding documents. The insertions should correspond to the information provided in the Invitation for Bids.

#### *Instructions to Bidders:*

Sub Clause Ref[1]

Table 1

A. Introduction	
1	The Employer is: <b><u>National Highways &amp; Infrastructure Development Corporation Limited</u></b>
2	The name of the work is: <b>Construction, Operation and Maintenance of Automated Multi level car parking facility at Site adjoining Co-op Dept. Building, Kacheripady, Kochi, Kerala</b>
3	The name of the Project is: <b>Construction, Operation and Maintenance of Automated Multi level car parking facility at Site adjoining Co-op Dept. Building, Kacheripady, Kochi, Kerala</b>
4	Maximum number of members in the JV shall be: <b>Two / "2"</b>
5	This bidding process is subject to prequalification: <b>NO</b>
B. Bidding Documents	
6	<p>For <b><u>clarification purposes</u></b> only, the Employer's/ Engineer's address is:</p> <p>Attention: <b><u>General Manager (Tech)</u></b></p> <p>Address: <b><u>NHIDCL, 2nd Floor, PTI Building, 4, Parliament Street, New Delhi — 110001</u></b></p> <p>Telephone: <b>011-23461684</b></p> <p><b>Note:</b> Reply of the bidders shall be in NHIDCL web site as per below.</p> <p>Electronic mail address: gm.infra@nhidcl.com</p> <p>Web page: <a href="https://nhidcl.com/current-tenders/">https://nhidcl.com/current-tenders/</a></p>
7	<p>A Pre-Bid meeting shall take place at the following date, time and place:</p> <p>Date: Video confrence or as specified by NHIDCL</p> <p>Time: Video confrence or as specified by NHIDCL</p>

	Place: Video confrence or as specified by NHIDCL  A Site visit conducted by the Employer shall not be organized.
<b>C. Preparation of Bids</b>	
<b>8</b>	The language of the Bid is: English only.  All correspondence exchange shall be in the English language. Language for translation of supporting documents and printed literature is English.
<b>9</b>	The following schedules shall be submitted with the Bid: Bill of Quantities ( <i>as item rate quotation for construction works</i> )  Schedule of Prices ( <i>as lump sum quotation for operation and maintainance of Automated Car parking system</i> )
<b>10</b>	The Bidder shall submit with its Bid the following additional documents:  Bill of Quantities (RFP III)
<b>11</b>	Alternative Bids and deviationsshall not be permitted.
<b>12</b>	Specifications of works shall be as per RFP II – Specifications for Works
<b>13</b>	Alternative times for completion of the Works shall not be permitted.  <i>The Contract shall indicate a late penalty for not meeting the completion time, and for Deviations in the poerofromabce of Operation and Matintenance.</i>
<b>14</b>	The prices quoted by the Bidder shall be: <i>fixed</i> .
<b>15</b>	The Bidder shall identify in the Bid Price excluding GST. The GST payable under the Contract seprataly .  Other taxes, duties and fees shall be deemed included in the Contract prices.  Taxes, duties and fees exemptions, to which payments under the Contract are entitled, are specified in clause 14.1 (b) of the General Conditions of Contract.
<b>16</b>	The currency(ies) of the Bid and the payment currency(ies) shall be in accordance with Option as described below:  <b>Bidders to quote entirely in currency as:</b> The unit rates and the prices shall be quoted by the Bidder in the Schedules, entirely in Indian Rupees (INR) only the name of the currency of the Employer's country, and further referred to as "the local currency".
<b>17</b>	The Bid Validity Period shall be <b>180</b> days.
<b>18</b>	The Bid Price shall be adjusted as follows :  The price adjusment is not allowed in case of delay in award of work.
<b>19</b>	A Bid Security shall be required.  <i>A Bid-Securing Declaration shall not be permitted.</i>  If a Bid security is required,  1.The Bank Guranttee as per performa of <b>forms</b> amounting to rupees of 5 % of the project cost to be submitted.

2.Intimation regarding issuance of this Bank Guarantee shall be sent to Authority's Bank through SFMS gateway as per the details below:

S.No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC SYNB0009062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank Transport Bhawan, 1st Parliament Street, New Delhi-110001

**20** In addition to the original of the Bid, the number of copies is: *TWO (2)* paper copies and one (1) digital copy (CD or flashdisk).

**21** The written confirmation of authorization to sign on behalf of the Bidder shall consist of: *a power of attorney established in the name of the signatory of the Bid*

#### D. Submission and Opening of Bids

**22** For **Bid submission purposes** only, the Employer's address is:

Attention: **General Manager (Tech), NHIDCL**

Address: **2nd Floor, PTI Building, 4, Parliament Street, New Delhi — 110001**

**The deadline for Bid submission is:**

Date: As per CPP Portal

Time: As per CPP Portal

Bidders *shall* submit their Bids electronically as well as original cop of physical form at above mentioned address.

If Bidders have the option of submitting their Bids electronically, the electronic Bidding submission procedures shall be: **As per CPP Portal**

**23** The Bid opening shall take place at:

Address: **2nd Floor, PTI Building, 4, Parliament Street, New Delhi — 110001**

Date: As per CPP Portal

Time: As per CPP Portal

No minimum number of Bids is required in order to proceed to Bid opening.

*The electronic Bid opening procedure shall be: as per CPP portal of NHIDCL*

#### E. Evaluation and Comparison of Bids

<b>24</b>	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid price(s) expressed in various currencies into a single currency is: <i>Indian Rupee (INR)</i></p> <p><b>Bidders quote entirely in local currency only</b></p>
<b>25</b>	<p><i>At this time the Employer does not intend to execute certain specific parts of the Works by subcontractors selected in advance</i></p>
<b>26</b>	<p>Evaluation of Bids will be done on the basis of prices excluding GST. GST shall be paid extra.</p>
<b>27</b>	<p>All conditions of the RFP are mandatory.</p>

## 5. CONDITIONS OF CONTRACT

## SECTION III

### 5.1. DEFINITIONS for GCC section

- 5.1.1. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Client and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge/Consultant -in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another. It shall remain in effect for the execution of construction and development works at site through the contract period.
- 5.1.2. The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- 5.1.3. The Site shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- 5.1.4. The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- i. The 'NHIDCL' means the General Manager, NHIDCL and the successors, unless specified otherwise
  - ii. The Engineer-in-Charge means the Engineer-in-Charge/officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the NHIDCL as mentioned in Schedule 'F'.
  - iii. Accepting Authority shall mean the authority mentioned in Schedule 'F'
- 5.1.5. 'Consultant' means various Consultants engaged by NHIDCL who shall carry out design, feasibility, construction management services etc which includes day-to-day supervision, management of overall and intermediate scheduled, weekly, monthly meetings, physical inspection, day-to-day approvals and certification of invoices.
- i. Consultant can also make independent measurement and check all quantity measured and to check calculations required for payment purpose, certifying monthly bills of the contractors and giving recommendations to NHIDCL for payments as stipulated in the contract.
  - ii. Consultant shall also carry out day today monitoring of materials procured for works by the contractors, check for their conformity to meet the contractual requirements including directing for testing the same at required intervals of time by the contractor and take actions as required in accordance with the contract regarding their acceptance on works.
  - iii. If and whenever deemed necessary by the engineer in-charge/ consultant, a third party checking/ audit for measurement of work, quality of works etc shall be carried out by an independent agency to check for their conformity to meet the contractual requirements including directing for testing the same at required intervals of time by the contractor and take actions as required in accordance with the contract regarding their acceptance on works to the satisfaction of engineer- in charge/ consultant. In such a case, the cost shall be borne by the

contractor and he shall assist/ cooperate with the consultant/ Engineer in charge conducting the activity and preparation of documents for the same.

All checks/ audits however, shall be made compulsorily in the in house lab of client / NHIDCL, irrespective of any third party checking/ audit.

- 5.1.6. Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft acts of God, such as earthquake, lightning and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by NHIDCL of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to NHIDCL's faulty design of works.
- 5.1.7. Scheduler(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government, with the amendments thereto issued up to the date of receipt of the tender
- 5.1.8. NHIDCL means the agency as defined in SECTION -1 in or any representative of NHIDCL which invites tenders on its Behalf as specified in Schedule 'F'.
- 5.1.9. Tendered value means the value of the entire work as stipulated in the letter of award. For tendering stage, it shall be referred to as Cost of Project or value of work.
- 5.1.10. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa
- 5.1.11. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 5.1.12. The contractor shall be furnished, free of cost one certified copy of the contract documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
- 5.1.13. **Works to be carried out**  
The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the specifications shall, unless otherwise stated, be held to include waste on materials, cartage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
- 5.1.14. **Sufficiency of Tender**  
The Contractor shall be deemed to have satisfied himself before tendering as to and sufficiency of his tender for the works and of the rates and prices quoted in the BOQ, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works. Discrepancies and Adjustment of Errors
- 5.1.15. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
- 5.1.16. In the case of discrepancy between the RFP, the Specifications and/or the Drawings, the following order of preference shall be observed:

- a) Description of RFP
- b) Particular Specification and Special Condition, if any.
- c) Drawings
- d) CPWD Specifications
- e) Indian Standard Specifications of B.I.S.

5.1.17. If there are varying or conflicting provisions made in any one document forming part of the contract, the NHIDCL shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

5.1.18. Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract

5.1.19. The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, sign the contract within time period assigned to him from the stipulated date of start of the work. The contract shall consisting of:

- i. Thenoticeinvitingtender,allthedocumentsincludingdrawings,ifany,is formingthe tenderasissuedatthetimeofinvitationoftenderandacceptancethereoftogetherwith any correspondence leading thereto.
- ii. All the addenda issued with tender, the submitted proposal by bidder including design drawings specifications and Standards.
- iii. Work order
- iv. Standard Forms as mentioned in the tender documents:
- v. Various standard clauses with corrections upto the date stipulated in Schedule 'F' alongWith annexure thereto.
- vi. Safety Code&Model Rule for the protection of health, sanitary arrangements for workers employed by NHIDCL of its contractors.
- vii. Contractor's Obligations, NOCs and Permits.
- viii. List of acts and omissions for which fines can be imposed.
- ix. Conditions of contract & specifications as approved by NHIDCL, in case of additional conditions and specifications are finalized at a later stage.
- x. Proposed Bill of quantities for the execution of project. Schedule and Manual of Operation and Maintenance of the Parking facility.
- xi. List of acts and omissions for which fines can be imposed.
- xii. Contract agreement with the form of Price Bid Costs.

## **5.2. GENERAL CONDITIONS OF CONTRACT**

### **CLAUSE 1**

#### **Performance Guarantee**

- (i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any



scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1, 00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

- (ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 120 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then Performance Guarantee shall be released as specified under 5.1- 5.4.
- (iii) The Engineer-in-Charge shall not make a claim under the performance guarantee Except for amounts to which the Client is entitled under the contract (not Withstanding and/or without prejudice to any other provisions in the contract Agreement) in the event of:
  - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
  - (b) Failure by the contractor to pay Client any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
- (iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Client.

## **CLAUSE 1 A**

### **Recovery of Security Deposit**

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favor of NHIDCL, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above. It will be

released within 45 days after successful completion of operation and maintenance as detailed in this document to the satisfaction of the CLIENT.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.

**Note-1:** Government papers tendered as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

**Note-2:** Government Securities will include all forms of Securities mentioned in Rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

**Note-3:** Note 1 & 2 above shall be applicable for both clause 1 and 1A

## CLAUSE 2

### Compensation for Delay

If the contractor fail to maintain the required progress in terms of Clause 5 or to complete the work and clear the site on or before the contractor extended date of completion, he shall without prejudice to any other right or remedy available under the law to the NHIDCL on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' (Whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/ week (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

This will also apply to items or group of items for which a separate period for completion has been specified.

(i) Compensation for delay of work @ 1.0% per week of delay to be computed on per day basis

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the item or group or items or work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set – off against any sum payable to the Contractor under this or any other contract with NHIDCL. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be Automated without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fail to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

On delay of more than One Month, contract will be terminated. Bidders are also requested to see table of Mile Stones in Miscellaneous

## **CLAUSE 2A**

### **Incentive for early completion**

Deleted

## **CLAUSE 3**

### **When Contract can be Determined.**

Subject to other provisions contained in this clause the Engineer-in-Charge/Consultant may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- i. If the contractor having been given by the Engineer-in-Charge/Consultant a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workmanlike manners shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii. If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge/Consultant –in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge/Consultant –in-Charge.
- iii. If the contractor fails to complete the work within the stipulated date or items of work within individual date of completion, if any stipulated, or before such date(s) of completion and does not complete them within the periods specified in a notice given in writing in that behalf by the Engineer-in-Charge/Consultant –in-Charge.
- iv. If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after notice in writing is given to him in that behalf by the Engineer-in-Charge/Consultant –in-Charge.
- v. If the contractor shall offer or give or agree to give to any person in NHIDCL service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for NHIDCL.
- vi. If the contractor shall enter into a contract with NHIDCL in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge/Consultant.
- vii. If the contractor shall obtain a contract with NHIDCL as a result of wrong tendering or other non-bona fide methods of competitive tendering.
- viii. If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- ix. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

- x. If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
  - xi. If the contractor assigns, transfers, sublets (engagement of labor on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire work or any portion thereof without the prior written approval of the Engineer-in-Charge/Consultant
  - xii. If the work is not started by the contractor within 1/18th of the stipulated time.
- When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge/Consultant -in-Charge on behalf of the NHIDCL shall have powers:

(a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge/Consultant -in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the NHIDCL.

(b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Engineer-in-Charge/Consultant -in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work therefor actually performed under this contract unless and until the Engineer-in-Charge/Consultant -in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

#### **CLAUSE 4**

##### **Contractor liable to pay Compensation even if action not taken under Clause 3**

In any case in which any of the powers conferred upon the Engineer-in-Charge/Consultant by Clause— 3 thereof, shall have become exercisable and the same are not exercised, then on— exercisethereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge/Consultant putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge/Consultant which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge/Consultant – in– Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor, and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge/Consultant – in– Charge, whose certificate thereof shall be final, and bidding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge/Consultant may remove them at the contractor's expense or sell them by auction or private sale or account or the contractor and his risk in all respects and the certificate of the Engineer-in-Charge/Consultant –in–

Charge to the expenses of any such removal and the amount of the proceeds and expenses of any such sales shall be final and conclusive against the contractor.

## CLAUSE 5

### Time and Extension for Delay.

The time allowed for execution of the works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence from such time period as mentioned in Schedule 'F' from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid, NHIDCL shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

5.1 As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by the Consultant/NHIDCL. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge/Consultant-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate program has been agreed upon) complete the work as per milestones given in Schedule 'F'.

5.2 If the work(s) be delayed by:-

- (i) Force majeure, or
- (ii) Abnormally bad weather, or
- (iii) Serious loss or damage by fire, or
- (iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge/Consultant – in Charge in executing work not forming part of the Contract, or
- (vi) Non-availability of stores, which was the responsibility of NHIDCL to supply or vii) Non-availability or breakdown of tools and Plant to be supplied or supplied by NHIDCL or
- (vii) Any other cause which, in the absolute discretion of the authority mentioned in Schedule 'F' is beyond the Contractor's control.

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge/Consultant but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge/Consultant to proceed with the works.

Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

In any such case the Engineer-in-Charge/Consultant -in-Charge may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extensions shall be communicated to the Contractor by the Engineer-in-Charge/Consultant -in-Charge in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair

and reasonable extension by the Engineer-in-Charge/Consultant  
contractor.

-in-Charge and this shall be binding on the

## **CLAUSE 6**

### **a Measurements of Work Done**

Engineer-in-Charge/Consultant – in– Charge/ Consultant shall, except as otherwise provided, ascertain and determine by measurement the value in accordance with the contract of work done.

All measurement of all items having financial value shall be entered in Measurement Book and / or level field book so that a complete record is obtained of all performed under the contract.

All measurement and level shall be taken jointly by the Consultant and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be recorded in the measurement book by consultant and signed by contractor or his authorized representative, the Engineer-in-Charge/Consultant – in–Charge or his authorized representative in token for their acceptance. If the contractor objects to any of the measurements recorded, a notes shall be made to that effect with reason and signed by all the parties.

If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge/Consultant or his representative, the Engineer-in-Charge/Consultant – in– Charge and the Department shall not entertain any claim representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance of fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge/Consultant or his representative shall be deemed to be accepted by the Contractor.

The contractor shall, without extra charge, provide all assistance with every appliance, labor and other things necessary for measurements and recording levels.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set for the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian standards and if for any item no such standard is available then mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work and the consultant before covering up or otherwise placing beyond

the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of Engineer-in-Charge or his authorized representative in charge of the work and the consultant who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in- Charge/Consultant consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the material with which the same was executed.

Engineer-in-Charge/Consultant or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid

and all provisions stipulated herein above shall be applicable to such checking of measurements or levels. It is also a term of this contract that recording of measurements of any item of work in the measurement book and / or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

Mode of measurements for all Civil Works shall be IS 1200:1989 (all parts) with latest versions and amendments.

**b. Mode of payment**

S. No	Activity	Considered Work measurement	Percentage done for	Remark
1	Equipment/ Material supply at Site		30%	
2	Installation/Fixing/Fitting in Position		10%	
3	Control System/Software/ Alignment/Final Painting		15%	
4	Testing, Trial Run & Commissioning		25%	
5	6months of successful Commissioning		15%	

**c. Mode of Measurement for Operation and Maintenance Work:**

Measurements will be recorded on month basis of successful operation of every month including deployment of manpower and collection of revenue on man day basis.

**CLAUSE 6 A**

**Computerized Measurement Book**

Engineer-in-Charge/Consultant shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract. All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge/Consultant -in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge/Consultant -in-Charge or he authorized representative. After the necessary corrections made by the Engineer-in-Charge/Consultant -in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the

Engineer-in-Charge/Consultant -in- Charge for the dated signatures by the Engineer-in- Charge/Consultant - in-Charge and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer- in-Charge/Consultant -in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/ test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge/Consultant -in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound,

After getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Division Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.

The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the "bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/ levels by the Engineer-in-Charge/Consultant - in-Charge or his representative. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items, which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the Engineer-in-Charge/Consultant -in- Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in- Charge/Consultant - in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge/Consultant -in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge/Consultant -in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels. It is also a term of this contract that checking and/or test checking the measurements of any item of work in the



measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from facilities from any over measurement or defects noticed till completion of the defects liability period.

## **CLAUSE 7**

### **Payment on Intermediate Certificate to be regarded as Advances**

No payment shall be made for work, estimated to cost Rs. 50 lacs or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. 50 Lacs the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the

Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge/Consultant – in – Charge.

The contractor shall not be entitled to be paid any such interim payment if the gross work done together with the net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F' in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in- Charge /Consultant shall arrange to have the bill verified by causing to be taken, where necessary, the requisite measurements of the work.

In the event of the failure of the contractor to submit the bills, Engineer-in-Charge/Consultant shall cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contract.

Payment on account of amount admissible shall be made by the Engineer-in-Charge/Consultant – in – Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge/Consultant – in – Charge. The amount admissible shall be paid by 20th working day after at most 10 days of certification from the day of presentation of the bill (i.e. 30 days from the bill submission) by the contractor to the Engineer-in-Charge/Consultant or his Asstt.

All such interim payments shall be regarded as payments by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed re – entered. Any certificate given by the Engineer-in- Charge/Consultant relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of Engineer-in-Charge/Consultant under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract. All payments mentioned herein, made in time stipulated above or beyond, in either case shall not be subject to any interest/compensation of any kind for such delay of time on part of CLIENT/ consultant.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided, without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

The Engineer-in-Charge/Consultant in his sole discretion on the basis of a certificate from the Consultant to the effect that the work has been completed upto the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurement thereof.

## **CLAUSE 8**

### **Completion Certificate and Completion Plans**

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge/Consultant and the consultant within thirty days of the receipt of such notice the Engineer-in-Charge/Consultant and the consultant shall inspect the work and if there is no defect in the work shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and / or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his / their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the consultant. If the contractor shall fail to comply with the requirements of the Clause as to removal of scaffolding, surplus material and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

## **CLAUSE 8A**

### **Contractor to Keep Site Clean**

When the annual repairs and maintenance of works are carried out the splashes and droppings from white washing, color washing, painting etc., on walls, floor, windows, etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge/Consultant shall have the right to get this work done at the cost of the contractor either through any other agency. Before taking such action, the Engineer-in-Charge/Consultant shall give ten days' notice in writing to the contractor.

## **CLAUSE 8B**

### **Completion Plans to be submitted by the Contractor**

The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part –I Internal) 1972 and (Part – II External) 1974 as applicable within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum of Rs. 15,000 (Rs. Fifteen thousand only) as may be fixed by the Superintending Engineer-in-Charge/Consultant concerned and in his respect the decision of the Superintending Engineer-in-Charge/Consultant shall be final and binding on the contractor.

## **CLAUSE 9**

### **Payment of Final Bill**

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate completion furnished by the Engineer-in-Charge/Consultant whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge/Consultant – in – Charge, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of bill by the Engineer-in-Charge/Consultant or his authorized representative, complete with account of materials issued by the Department and dismantled materials.

(i) From the day of certification of Final Bill: 3 months

## **CLAUSE 9A**

### **Payment of Contractor's Bills to Banks**

Not Applicable

## **CLAUSE 10**

### **Material supplied by Client:**

Client will not supply any material.

The contractor shall submit along with every running bill (on account or interim bill) material – wise reconciliation statements supported by complete calculations reconciling total procurement, total consumption and certified balance (diameter / section – wise in the case of steel) and resulting variations and reasons therefore. Engineer-in-Charge/Consultant shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in clause 42 at any stage of the work if reconciliation is not found to be satisfactory.

Contractor has to submit the copy of Challans / bills supporting the procurement details of Steel and Cement and other construction material, electrical equipment and parking system..

## **CLAUSE 10A**

### **Material to be provided by the Contractor**

The Contractor shall, at his own expense, provide all materials, required for the completion of works to the satisfaction of NHIDCL.

The contractor shall, at his own expense and without delay; supply to Engineer-in-Charge/Consultant samples of materials to be used on the work and shall get this approval in advance. All such materials to be provided by the contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge/Consultant furnish proof, to the satisfaction of the Engineer-in-Charge/Consultant that the materials so comply. The Engineer-in-Charge/Consultant shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge/Consultant for the approval fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge/Consultant shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the sample until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge/Consultant – in – Charge./Consultant . The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be take on account of and as a result of testing of materials.

The contract shall, at his risk and cost make all arrangements and shall provide all facilities as the Engineer-in-Charge/Consultant may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge/Consultant – in – Charges/Consultant and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge/Consultant – in – Charge/Consultant or his authorized representative shall at all times have access to the works and to all workshops and place where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Engineer-in-Charge/Consultant shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default the Engineer-in-Charge/Consultant shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge/Consultant may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F.

## **CLAUSE 10B**

### **I SECURED ADVANCE ON NON – PERISHABLE MATERIALS**

The contractor, on signing an indenture in the form by the Engineer-in- Charge, shall be entitled to be paid during the progress of the execution of the work of any materials which are in the opinion of the Engineer-in- Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-Charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer- in-Charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.

### **II MOBILIZATION ADVANCE**

Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be in twoor more installments to be determined by the Engineer-in-Charge at his sole discretion. The firstinstallment of such advance shall be released by the Engineer-in-Charge to the contractor on a requestmade by the contractor

to the Engineer- in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer- in- Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge. Before any installment of advance is released, the contractor shall execute Bank Guarantee Bond from Scheduled Bank for the amount equal to 110% of the amount of advance and valid for the period. This (Bank Guarantee from Scheduled Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery. Provided always that provision of Clause 10 B (ii) shall be applicable only when so provided in 'Schedule

F'.

### **III PLANT & MACHINERY ADVANCE**

DELETED

### **IV INTEREST & RECOVERY**

The mobilization advance and plant and machinery advance in (ii) & (iii) above bear simple interest at the rate of 10 per cent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first ten per cent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty per cent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.

If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (ii) and (iii) for request by the contractor in writing for grant of mobilization advance and plant and equipment advance may be extended in the discretion of the Engineer-in-Charge. The said bank guarantee for advances shall be initially made for the full amount and valid for the contractual period, and be kept renewed from time to time to cover the balance amount and likely period of complete recovery together with interest.

### **CLAUSE 10C**

#### **Payment on Account of Increase in Prices/Wages due to Statutory Order(s)**

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineering-Charge's stores in accordance with Clause 10 thereof) and/or wages of labor increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied and provided further that any such increase shall be limited to the price/wages prevailing at the time of updated stipulated date of completion considering effect of extra work (extra time to be calculated on pro rata basis only as cost of extra work x stipulated period/tendered amount). If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineering-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty), Government shall in respect of materials

incorporated in the works (excluding the materials covered under Clause 10CA and not being material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 hereof) and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. Engineer-in-Charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages. The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/or wages of labour, give notice thereof to the Engineer-in Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply. For this purpose, the labour component of the work executed during period under consideration shall be the percentage as specified in Schedule F, of the value of work done during that period and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled adult male mazdoor, fixed under any law, statutory rule or order.

#### **CLAUSE 10CA:**

##### **Payment due to increase/ decrease in price of cements and steel after receipt of tender.**

If after submission of the tender, the price of materials specified in Schedule F increases/ decreases beyond the base price(s) as indicated in Schedule F for the work, then the amount of the contract shall accordingly be varied and provided further that any such variations shall be effected for stipulated period of Contract including the justified period extended under the provisions of Clause 5 of the Contract without any action under Clause 2.

However for work done/during the justified period extended as above, it will be limited to indices prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/tendered cost).

The increase/decrease in prices of cement, steel reinforcement, structural steel and POL shall be determined by the Price indices issued by the Director General, CPWD. For other items provided in the Schedule 'F', this shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry. Base price for cement, steel reinforcement, structural steel and POL shall be as issued under the authority of Director General CPWD applicable for Delhi including Noida, Gurgaon, Faridabad & Ghaziabad and for other places as issued under the authority of Zonal Chief Engineer, CPWD and base price of other materials issued by concerned Zonal chief Engineer and as indicated in Schedule 'F'. In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule 'F' shall be followed. The amount of the contract shall accordingly be varied for all such materials and will be worked out as per the formula given below for individual material:- Adjustment for component of individual material

$$V = P \times Q \times \frac{C_1 - C_0}{C_0}$$

where, V = Variation in material cost i.e. increase or decrease in the amount of rupees to be paid or recovered.

P = Base Price of material as issued under authority of DG, CPWD or concerned Zonal Chief Engineer and as indicated in Schedule "F".

For Projects and Original Works,

Q = Quantity of material brought at site for bonafide use in the works since previous bill excluding any such quantity consumed in the deviated quantity of items beyond deviation limit and extra /substituted item, paid/to be paid at rates derived on the basis of market rate under clause 12.2.

For Maintenance Works,

Q = Quantity of material brought at site for bonafide use in the works since previous bill including any such quantity consumed in the deviated quantity of items beyond deviation limit paid at agreement rate and extra /substituted item being scheduled items, but excluding non-schedule extra /substituted item paid/to be paid at market rate under clause 12.2.

Clo = Price index for cement, steel reinforcement bars structural steel and POL as issued by the DG, CPWD and corresponding to the time of base price of respective material indicated in Schedule 'F'. For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce and corresponding to the time of base price of respective material indicated in Schedule 'F'.

CI = Price index for cement, steel reinforcement bars, structural steel and POL as issued under the authority of DG, CPWD for period under consideration. For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material for period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce.

Note:

- i. (i) In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/ tendered cost) shall be considered.

Provided always that provisions of the preceding Clause 10 C shall not be applicable in respect of Materials covered in this Clause.

- ii. If during progress of work or at the time of completion of work, it is noticed that any material brought at site is in excess of requirement, then amount of escalation if paid earlier on such excess quantity of material shall be recovered on the basis of cost indices as applied at the time of payment of escalation or as prevailing at the time of effecting recovery, whichever is higher.
- iii. Cement mentioned wherever in this clause includes Cement component used in RMC brought at site from outside approved RMC plants, if any.
- iv. The date wise record of ready mix concrete shall be kept in a register and the cement consumption for the same shall be calculated accordingly.
- v. If built-up steel items are brought at site from workshop, then the variation shall be paid for the structural steel up to the period when the built up item/finished product is brought at site.

## **CLAUSE 10 CC**

**Payment due to Increase/Decrease in Prices/Wages (excluding materials covered under clause 10 CA) after Receipt of Tender for Works**

DELETED

## **CLAUSE 10D**

### **Dismantled Material: Client Property**

The contractor shall treat all materials obtained during dismantling, excavation of the site for a work etc. as Client property and such materials shall be disposed of to the best advantage of Client according to the instruction in writing issued by the Engineer-in-Charge/Consultant – in – Charge.

## **CLAUSE 11**

### **Work to be executed in Accordance with Specifications, Drawings, and Orders etc.**

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge/Consultant -in-Charge/Consultant and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works NHIDCL specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule or Rates or any other printed publication referred to elsewhere in the contract.

The contractor shall be comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance insofar as the necessity for providing these, is specified or is reasonably inferred from the contract. The contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

## **CLAUSE 12**

### **Deviations / Variations Extent and pricing**

The Engineer-in-Charge/Consultant – in - Charge shall have power to make alteration in, omission from, additions to, or substitutions for the original specifications, drawings designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and to omit a part of the works in case of non – availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instruction given to him in writing signed by the Engineer-in-Charge/Consultant -in-Charge/Consultant and such alterations omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

#### **12.1 Deviation, Extra Items and Pricing**

The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered be extended, if requested by the contractor, as follows:

- i. In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
- ii. 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge/Consultant – in – Charge.

#### **12.2 Deviation Substituted Items, Pricing**



In the case of extra item(s), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Engineer-in-Charge/Consultant -in-charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid In accordance with the rates so determined.

In the case of substituted items, the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.

- a. If the market rate for the substituted item so determined is more than the market, rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- b. If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

### **12.3 Deviation, Deviated Quantities, Pricing**

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge/Consultant -in-charge shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance.33 with the rates so determined.

**12.4** The contractor shall send to the Engineer-in-Charge/Consultant -in-charge once every three months, an upto date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge/Consultant -in-charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Superintending Engineer-in-Charge/Consultant may authorize consideration of such claims on merits.

**12.5** For the purpose of operation of ScheduleF, the following works shall be treated as works relating to foundation:

- i. For buildings, compound walls/plinth level or 1.2 meters(4feet) above ground level, whichever is lower excluding items of flooring and D.P.C. but including base concrete, below the floors.
- ii. For abutments, piers, retaining walls of culverts and bridges, walls of water Reservoirs, the bed of floor level.
- iii. For retaining walls where floor level is not determinate, 1.2 meters above the average ground level or bed level.
- iv. For Roads, all items of excavation and filling including treatment of sub- base.

**12.6** Any operation incidental to or necessarily has to be in contemplation of tenderer while Filing. tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the

rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations

### **CLAUSE 13**

#### **Foreclosure of Contract due to Abandonment or Reduction in Scope of Work**

If at any time after acceptance of the tender CLIENT shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not required the whole or any part of the works to be carried out, the Engineer-in-Charge/Consultant -in-Charge/Consultant shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge/Consultant -in-Charge/Consultant for the items hereunder mentioned which could not be utilised on the work to the full extent in view of the foreclosure:

- i. Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office, storage accommodation and water storage tanks.
- ii. CLIENT shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, CLIENT shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to taken over by CLIENT cost of such materials as detailed by Engineer-in-Charge/Consultant -in-Charge/Consultant shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to material whilst in the custody of the contractor.
- iii. If any materials supplied by department are rendered surplus, the same except normal wastage shall be returned by the contractor to CLIENT at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In additional, cost of transporting such materials from site to CLIENT stores if so required by department shall be paid.
- iv. Reasonable compensation for transfer of T&P from site to contractor's permanent stores or to his other works whichever is less. If T&P are not transported to either of the said places, no cost of transportation shall be payable.
- v. Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.
- vi. The contractor shall, if required by the Engineer-in-Charge/Consultant -in-Charge/Consultant furnish to him books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e., total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the CLIENT as per item (ii) above. Provided always that against any payments due to the contractor on this account of otherwise, the Engineer-in-Charge/Consultant -in-Charge/Consultant shall be entitled to recover or be credited with any outstanding balance due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the

date of termination were recoverable by the department from the contractor under the terms of the contract..

#### **CLAUSE 14**

##### **Carrying out part work at risk & cost of contractor**

DELETED

#### **CLAUSE 15**

##### **Suspension of Work**

- i. The contractor shall, on receipt of the order in writing of the Engineer-in-Charge/Consultant – in – Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works of any part thereof for such time and in such manner as the Engineer-in-Charge/Consultant - in-Charge/Consultant may consider necessary so as not to cause and damage or injury to the work already done or endanger the safety thereof for any to the following reasons:
  - a. On account of any default on the part of the contractor; or\
  - b. For proper execution of the works or part thereof for reasons other than the default of the contractor; or
  - c. For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge/Consultant – in – Charge.

- ii. If the suspension is ordered for reasons (b) and (c) in sub – Para (I) above:
  - a. The contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part of.
  - b. If the total period of all such suspensions in respect of an item of group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge/Consultant -in-Charge/Consultant may consider reasonable in respect of salaries and / or wages paid by the contractor to his employees and labor at site, remaining ideal during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor. Provided the contractor submits his claim supported by details to the Engineer-in-Charge/Consultant – in – Charge within fifteen days of the expiry of the period of 30days.
- iii. If the works or part thereof is suspended on the orders of the Engineer-in-Charge/Consultant -in-Charge/Consultant for more than three months at a time, except when suspension is ordered for reason (a) in sub – para (I) above the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge/Consultant -in-Charge/Consultant requiring permission within fifteen days form receipt by the Engineer-in-Charge/Consultant of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the work as an omission of such part by CLIENT or where it effects whole of the woks, as an abandonment of the works by CLIENT shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge/Consultant – in – Charge. In the event of the contractor treating the suspension as an abandonment of the

contract by CLIENT, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge/Consultant may consider reasonable, in respect of salaries and / or wages paid by him to his employees and labour at site, remaining ideal in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge/Consultant within 30 days of the expiry of the period of 3 months.

Provided, further, that the contractor shall not be entitled to claim any compensation from CLIENT for the loss suffered by him on account of delay by CLIENT in the supply of material in schedule 'B' where such delay is covered by difficulties relating to the supply of wagons, force majeure including non – allotment of such materials by controlling authorities, acts of God, acts of enemies of the state / country or any reasonable cause beyond the control of the CLIENT

## **CLAUSE 16**

### **Action in case Work not done as per Specifications**

All works under or in course of execution or execution in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Engineer-in-Charge/Consultant – in – Charge, his authorized subordinates in charge of the work and all the superior officers, officers of the Quality Control Organization of the Client and the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-Charge/Consultant or his authorized subordinates in charge of the work or to the Superintendent Engineer-in-Charge/Consultant of Quality Control or his subordinate officers or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall, on demand in writing which shall be made within six months of the completion of the work from the Engineer-in-Charge/Consultant specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified.

In whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge/Consultant in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non – completion of the work in time) for this default.

Deleted

## **CLAUSE 17**

### **Contractor Liable for Damages, defects during maintenance period.**

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within

six months (3months in the case of any work other than road work costing Rs. 1,00,000/- and below) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge/Consultant -in-Charge/Consultant as aforesaid

arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge/Consultant – in –Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit except for the portion pertaining to asphaltic work which is governed by sub – para (iii) of clause 35 or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor except the portion pertaining to asphaltic work which is governed by sub – para (iii) of clause 35 shall not be refunded before the expiry of six months (three months in the case of any work other than road work costing Rs. 1,00,000/- and below) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work in the opinion of the Engineer-in-Charge/Consultant – in – Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after three months and the remaining half after six months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

#### **CLAUSE 18**

##### **Contractor to supply Tools & Plants etc.**

The contractor shall provide at his own cost all materials, plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge/Consultant -in-Charge/Consultant as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage there for to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighting and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-Charge/Consultant – in –Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and / or from his security deposit or the proceeds of sale thereof, or a sufficient portions thereof.

#### **CLAUSE 18A**

##### **Recovery of Compensation paid to Workman**

In every case in which by virtue of the provisions Sub – section (I) of Section 12, of the Workmen's Compensation Act, 1923, CLIENT is obliged to pay compensation to a workman employed by the contractor, in execution of the works, CLIENT will recover from the contractor the amount of the compensation so paid; and, without prejudice to the rights of the CLIENT under Sub – section (2) of Section 12, of the said Act, CLIENT shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from and sum due by CLIENT to the contractor whether under this contract or otherwise. CLIENT shall not be bound to contest any claim made against if under Sub – section (1) Section, 12, of the Act, except on the written request of the contractor and upon his giving to CLIENT full security for all costs for which CLIENT might become liable in consequence of contesting such claim.

#### **CLAUSE 18B**

### **Ensuring Payment and Amenities to Workers if Contractor fails**

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Control Labour (Resolution and Abolition) Central Rules, 1971, NHIDCL is obliged to pay any amounts of wages to workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the NHIDCL Contractor's Labour Regulations, or under the Rules framed by NHIDCL from time to time for the protection of health and sanitary arrangements for workers employed by NHIDCL Contractors, NHIDCL will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the NHIDCL under Sub – section (2) of Section 20, and Sub – section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, NHIDCL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by NHIDCL to the contractor whether under this contract or otherwise NHIDCL shall not be bound to contest any claim made against it under Sub – section (1) of Section 20, Sub – section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the NHIDCL full security for all costs for which NHIDCL might become liable in contesting such claim.

### **CLAUSE 19**

#### **Labour Laws to be complied by the Contractor**

The contractor shall obtain a valid license under the Contract Labour (R & A) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other construction Workers Welfare Cess Act, 1996. Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resultant non – execution of the work.

### **CLAUSE 19A**

No labour below the age of Eighteen years shall be employed on the work.

### **CLAUSE 19B**

#### **Payment of Wages:**

- i. The contractor shall pay to labour employed by him either directly or through sub – contractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per provisions of the Contractor Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulations and Abolition) Central Rules, 1971, wherever applicable.
- ii. The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub – contractors in connection with the said work, as if the labour had been immediately employed by him.
- iii. In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works NHIDCL contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips, publications of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and

Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

- iv. (a) The Engineer -in-Charge/Consultant - concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non – fulfillment of the conditions of the contract for the benefit of the workers, non – payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non – observance of the Regulations.

(b) Under the provision of Minimum Wages (Central) Rules, 1950, the contract or is

Bound to allow to the labour directly or indirectly employed in the works one day rest for 6days continuous work and pay wages at the same rate as for duty. In the event of default the Engineer-in-Charge/Consultant shall have the right to deduct the sum or sums not paid no account of wages for weekly holidays to any labors and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge/Consultant – in –Charge concerned.

In the case of State of Delhi, however, as the all-inclusive minimum daily wages fixed under Notification of the Delhi Administration No. F. 12(162) MWO / DAB / 43884-

91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

- v. The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act, 1970, or the modifications thereof or any other laws relating thereto and the rules made there-under from time to time.
- vi. The contractor shall indemnify and keep indemnified NHIDCL against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub – contractors.
- vii. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- viii. Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- ix. The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

#### **CLAUSE 19C**

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs. 200/- for each default and in addition the Engineer-in-Charge/Consultant – in –Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

#### **CLAUSE 19D**

The contractor shall submit by the 4th and 19th of every month, to the Engineer-in-Charge/Consultant a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively: -

- 1) The number of laborers employed by him on the work,

- 2) Their working hours,
- 3) The wages paid to them,
- 4) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- 5) The number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them. Failing which the contractor shall be liable to pay to NHIDCL a sum not exceeding Rs. 200/- for each default or materially incorrect statement. The decision of the Divisional Officer shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.

#### **CLAUSE 19E**

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with of cause to be complied with all the rules framed by NHIDCL from time to time for the protection of health and sanitary arrangements for, workers employed by the NHIDCL and its contractors.

#### **CLAUSE 19F**

Leave and pay during leave shall be regulated as follows: -

##### **1. Leave:**

- i. In the case of delivery – maternity leave not exceeding 8 weeks, 4 weeks up to and Including the day of delivery and 4 weeks following that day.
- ii. In the case of miscarriage – up to 3 weeks from the date of miscarriage.

##### **2. Pay:**

i. In the case of deliver – leave pay during maternity leave will be at the rate of the women's average daily earning, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.

- ii. In the case of miscarriage – leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

##### **3. Conditions for the grant of Maternity Leave:**

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in Annexures, and the same shall be kept at the place of work.

#### **CLAUSE 19G**

In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works NHIDCL, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above Regulations and Rules which is materially incorrect, he / they shall, without prejudice to any other liability, pay to the NHIDCL a sum not exceeding Rs. 200/- for every default, breach or furnishing, making submitting, filling such materially



incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs. 200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender, the decision of the Engineer-in-Charge/Consultant shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge/Consultant that the contractor(s) is / are not properly observing and complying with the provisions of the C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act,

1970, and the Contractor Labour (R&A) Central Rules, 1971, for the protection of health and sanitary arrangements for work – people employed by the contractor(s) (hereinafter referred as “the said Rules”) the Engineer-in-Charge/Consultant shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work – people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and / observe the said Rules and to provide the amenities herein before mentioned at the cost of contractor(s). The contractor(s) shall erect, make and maintain at his / their own expense and to approved standard all necessary huts and sanitary arrangements required for his / their work – people on

this site in connection within the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge/Consultant shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and / or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge/Consultant shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

#### **CLAUSE 19H**

The contractor(s) shall at his / their own cost provide his / their labour with a sufficient number

of huts (hereinafter referred to as the camp) of the following specification on a suitable plot of land to be approved by the Engineer-in-Charge/Consultant

1)

- a. The minimum height of each hut at the caves level shall be 2.10m (7ft.) and the floor area to be provided will be at the rate of 2.7sq.m. (30sq.ft.) for each member of the worker's family staying with the labourers.\
- b. The contractor(s) shall in addition construct suitable cooking places having minimum Area of 1.80m x 1.50m (6' x 5') adjacent to the hut for each family.
- c. The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each on hundred of the total strength, separate latrines and urinals being provided for women.
- d. The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp, these bathing and washing places shall be suitably screened.

2)

- a. All the huts shall have walls of sun – dried or burnt – bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge/Consultant – in – Charge. In case of sundried bricks, the walls should be plastered with mud gobi on both sides, the floor may be kutcha but plastered with mud gobi and shall be at least 15cm (6”) above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-

Charge/Consultant and the contractor shall ensure that throughout the period of their occupation the roofs remain water – tight.

- b. The contractor(s) shall provide each hut with proper ventilation.
- c. All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
- d. There shall be kept an open space of at least 7.2m (8yards) between the rows of huts which may be reduced to 6m (20ft.) according to the availability of site with the approval of the Engineer-in-Charge/Consultant, Back to Back construction will be allowed.

3) **Water Supply:** - The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or givers, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his / their own cost make arrangements for laying pipe lines for water supply to his / their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.

4) The site selected for the camp shall be high ground, removed from jungle.

5) **Disposal of Excreta:** - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed the contractor(s) shall make arrangements for the removal of the excreta through the NHIDCL Committee / Authority and inform it about the number of laborers employed so that arrangements may be made by such Committee / Authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality / Authority. The contract shall provide one sweeper for every eight seats in case of dry system.

6) **Drainage:** - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.

7) The contractor(s) shall make necessary arrangement for keeping the camp area sufficiently lighted to avoid accidents to the workers.

8) **Sanitation:** - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

#### **CLAUES 19I**

The Engineer-in-Charge/Consultant may require the contractor to dismiss or remove from the site of the work any person or persons in the contractor's employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

#### **CLAUSE 19J**

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer-in-Charge/Consultant

With vacant possession of complete building. If such building through completed is Occupied illegally, then the Engineer-in-Charge/Consultant shall have the option to refuse to accept the said building / buildings in the position. Any delay in acceptance on his account will be treated as the delay in completion and for such delay a levy upto 5% of tendered value of work may be imposed by the Engineer-in-Charge/Consultant in charge whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

However, the Engineer-in-Charge/Consultant in charge, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

## **CLAUSE 19K**

### **Employment of skilled/semi-skilled workers**

The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/ Industrial Training institute/ National Institute of construction Management and Research (NICMAR)/ National Academy of Construction,

CIDC or any similar reputed and recognized Institute managed/ certified by State/ Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge/Consultant for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from

Engineer-in-Charge/Consultant Failure on the part of contractor to obtain approval of Engineer-in-Charge/Consultant or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer-in-Charge/Consultant as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

## **CLAUSE 20**

### **Minimum Wages Act to be complied with**

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970 amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force time to time.

## **CLAUSE 21**

### **Work not to be sublet. Action in case of insolvency**

The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge/Consultant. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempts to do so, or if any bribe, gratuity, gift loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of NHIDCL in any way relating to his office or employment, or if any such office or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge/Consultant on behalf of the NHIDCL Shall have power to adopt any of the course specified in Clause 3 hereof as he may deem best suited to the interest of NHIDCL and in the event of any of these courses being adopted the consequences specified in the said Clause 3 shall ensure.

## **CLAUSE 22**

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of NHIDCL without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

## **CLAUSE 23**

### **Changes in firm's Constitution to be intimated**

Where the contractor is partnership firm, the previous approval in writing of the Engineer-in-Charge/Consultant shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreements where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

## **CLAUSE 24**

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge/Consultant who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

## **CLAUSE 25**

### **Settlement of Disputes & Arbitration**

Except as otherwise provided in this contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions, herein before mentioned as to thing whatsoever, in any way, arising out of or relating to the contract, designs drawings, specifications, estimates, concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the MD, NHIDCL in writing for appointment of the arbitration committee. Thereupon, the Committee shall be appointed with one member nominated by the MD, NHIDCL and another by the Contractor. The committee shall provide their written instruction/ decision within a period of sixty days of such written request. This period can be extended by mutual consent of the parties Arbitration.

Upon receipt of written instructions or decision, the parties shall promptly proceed without delay to comply such decision or instructions. If the Committee fails to give his instructions or decision in writing within a period of sixty days or mutually agreed time after being requested if the parties are aggrieved against the decision of the Arbitration Committee, the parties may within thirty days prefer an appeal to the Director - UAD, who shall appoint the Umpire for the above mentioned Arbitration Committee. The Umpire will give his decision within 90 days, and the decision of Umpire in this regards shall be construed to be final and binding.

However, if the decision of Umpire is not acceptable to any of the party and they are aggrieved by the decision, then the matter will be referred to Arbitration. Any arbitration proceeding shall be subject to the jurisdiction and limitations in accordance with the provisions of court of law.

If the contractor does not make any demand for arbitration in respect of claim(s) in writing within ninety days on receiving information from the Engineer-In-Charge that the final bill is ready for payment, the claim

of the contractor shall be deemed to have been waived and shall be absolutely barred and the ULB shall be discharged or released of all the liabilities under the contract in respect of such claim(s).

Venue of the arbitration shall be at Delhi, India. The courts of India, shall have the exclusive jurisdiction to decide the matter arising out of the Arbitration. The language of arbitration proceedings and pleadings by the Parties shall be in English only.

## **CLAUSE 26**

### **Contractor to indemnify NHIDCL against Patent Rights**

The contractor shall fully indemnify and keep indemnified the NHIDCL against any action, claim of proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against NHIDCL in respect of any such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from provided that the contractor shall not be liable to indemnify the NHIDCL if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge/Consultant in this behalf.

## **CLAUSE 27**

### **Lump sum Provisions in Tender**

When the estimate on which a tender is made includes lump sum in respect of parts of the work. The contractor shall be entitled to payment in respect of the items or work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge/Consultant payable of measurement, the Engineer-in-Charge/Consultant may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge/Consultant shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the Clause.

## **CLAUSE 28**

### **Action where no specifications are specified.**

In the case of any class of work for which there is no such specifications as referred to in Clause

11, such work shall be carried out in accordance with the Bureau of Indian Standards

Specifications. In case there is no such specification in Bureau of Indian Standards, the work shall be carried out as per manufacturers specifications, if not available then as per Local Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge/Consultant

## **CLAUSE 29**

### **With holding and lien in respect of sums due from contractor**

Deleted

## **CLAUSE 29A**

### **Lien in respect of claims in other contracts**

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge/Consultant or the

NHIDCL or any other contracting person or person through Engineer-in-Charge/Consultant against any claim of the Engineer-in-Charge/Consultant of NHIDCL or such other person or

persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge/Consultant or the NHIDCL or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge/Consultant or the NHIDCL will be kept withheld or retained as such by the Engineer-in-Charge/Consultant of the NHIDCL or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damage whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

### **CLAUSE 30**

#### **Employment of coal mining or controlled area labor not permissible**

Deleted

### **CLAUSE 31**

#### **Unfiltered water supply**

The contractor(s) shall make his / their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions:

(i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge/Consultant

### **CLAUSE 32**

#### **Alternate water arrangements**

Deleted

### **CLAUSE33**

#### **Return of surplus materials**

Deleted

### **CLAUSE34**

#### **Hire of Plant & Machinery**

(i) The contractor shall arrange at his own expense all tools, plant machinery and equipment (hereinafter referred to as T&P) required for execution of the work.

### **CLAUSE35**

#### **Condition relating to use of asphaltic materials**

- i. The contractor undertakes to make arrangements for the supervision of the work by the firm supplying the tar or bitumen used.
- ii. The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started.
- iii. The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period.

### **CLAUSE36**

#### **Employment of Technical Staff and employees**

Contractors Superintendence, Supervision, Technical Staff & Employees

- i. The contractor shall provide all necessary superintendence during execution of the work and as along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimated in writing to the Engineer-in-Charge/Consultant the name, qualifications, experience, age, address and other particulars along with certificates, of the experience shall not be lower than specified in Schedule 'F'. The Engineer-in-Charge/Consultant shall

within 15 days of receipt of such communication intimate in writing his approval or otherwise of such a representative to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal the contractor shall appoint another such representative according to the provisions of the clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative shall be appointed by the contractor soon after receipt of the approval from Engineer-in-Charge/Consultant and shall be available at site within fifteen days of start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge/Consultant and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/ checking/ test checking of measurements of works and whenever so required by the Engineer-in-Charge/Consultant and shall also note down instructions conveyed by the Engineer-in-Charge/Consultant or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/ checked measurements/test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge/Consultant of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days. If the Engineer-in-Charge/Consultant, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative or agent is effectively appointed or is effectively attending or fulfilling the provision of this clause, a recovery shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-in-Charge/Consultant as recorded in the site order book and measurement recorded in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint a suitable technical representative or responsible agent and if such appointed persons are not effectively present or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge/Consultant shall have full powers to suspend the execution of the work until such date as a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative / responsible agent along with every on account bill / fixed bill and shall produce evidence if any time so required by the Engineer-in-Charge/Consultant.

- ii. The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective files and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semi – skilled and unskilled labor as is necessary for proper and timely execution of the work.

The Engineer-in-Charge/Consultant shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the

Engineer-in-Charge/Consultant to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge/Consultant and the persons so removed shall be replaced as soon as possible by competent substitutes.

### **CLAUSE37**

#### **Levy / Taxes payable by contractor**

- i. Any other tax on materials in respect of this contract shall be payable by the contractor and NHIDCL shall not entertain any claim whatsoever in this respect.
- ii. The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar etc. from local authorities.

If pursuant to or under any law, notification or order any royalty, fees or the like becomes payable by the NHIDCL and does not any time become payable by the contractor to the NHIDCL Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the NHIDCL and it will have the right and be entitled to recover the amount paid in the circumstance as aforesaid from dues of the contractor.

Rates shall inclusive of all taxes / Goods and Service Tax (GST) it will not be reimbursable to contractor in any case.

### **CLAUSE38**

#### **Conditions for reimbursement of Levy / Taxes if levied after receipt of tenders**

- i. All tendered rates shall be inclusive of all taxes and levies payable under respective status. However, pursuant to the Constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes / levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Engineer-in-Charge/Consultant (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor. Likewise in case of decrease of taxes/ levies, the difference amount shall be recovered by the NHIDCL from the bills.
- ii. The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the NHIDCL and / or the Engineer-in-Charge/Consultant and further shall furnish such other information / documents as the Engineer-in-Charge/Consultant may require from time to time.
- iii. The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act, 1982, give a written notice thereof to the Engineer-in-Charge/Consultant that the same is given pursuant to this condition, together with all necessary information relating thereto.

### **CLAUSE39**

#### **Termination of Contract on death of contractor**



DELETED

#### **CLAUSE40**

##### **If relatives working in NHIDCL then the contractor not allowed to tender**

The contractor shall not be permitted to tender for works in the NHIDCL responsible for award and execution of contracts in which his near relative is posted as as an officer in any capacity between the grades of the Engineer-in-Charge/Consultant (Civil)

i Manager (both inclusive). 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 Gazetted Officer in the NHIDCL. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this NHIDCL. .If however the contractor is registered in any other NHIDCL, he shall be debarred from tendering in NHIDCL for any breach of this condition.

Note: By the term “near relatives” is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in – laws.

#### **CLAUSE41**

##### **No Gazetted Engineer-in-Charge/Consultant to work as Contractor within one years of retirement**

No Engineer-in-Charge/Consultant of gazette rank or other gazette officer employed in Engineer-in-Charge/Consultant or administrative duties in an Engineer-in-Charge/Consultant ing NHIDCL of the Government of India shall work as a contractor or employee of a contractor for a period of one year after his retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

#### **CLAUSE42**

##### **Return of material & recovery for excess material issued.**

NOT APPLICABLE

#### **CLAUSE43**

##### **Compensation during war like situations**

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge/Consultant and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge/Consultant to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damage work and shall be paid at the contract rates in accordance with the provision of this agreement of the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge/Consultant – in

– Charge, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be

Assessed by the designated Officer up to Rs. 5,000/- and by the Superintending Engineer-in-Charge/Consultant concerned for a higher amount. The contractor shall be paid for the damage / destruction suffered and for the restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge/Consultant regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequences of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raids as are deemed necessary by the A.R.P Officers or the Engineer-in-Charge/Consultant -in-Charge,(b)for any material etc. not on the site of the work or for any tools ,Plant , machinery, scaffolding, temporary building and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Engineer-in-Charge/Consultant

#### **CLAUSE 44**

##### **Apprentices Act provisions to be completed with**

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failures will be a breach of contract and the Superintending Engineer-in-Charge/Consultant, may, in his discretion, cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said act.

#### **CLAUSE 45**

##### **Release of Security deposit after labour clearance**

Release of Security Deposit of the work shall not be refunded till the contractor produces a clearance deposit after labour certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

### **5.3. SPECIAL CONDITIONS OF CONTRACT**

#### **5.3.1. Table of Milestones**

For the purpose of ensuring timely completion of project, the following shall govern as milestones to which the contractor shall strictly adhere to:

S. No.	Financial Progress (In terms of cost)	Time Allowed (From date of start) <b>CIVIL WORKS</b> (including structure, MEP, finishing)	Time Allowed (From date of start) <b>PARKING EQUIPMENT</b> (including supply, installation, testing & commissioning)	Amount to be withheld in case of non-achievement of Mile-Stone
1	20%	1/4th (of the whole work)	NA	In the event of not achieving the necessary progress as assessed from the running payment 1% of the tendered value of work will be withheld for failure of each Mile Stone
2	40%	1/2nd (of the whole work)	Ordering of equipment	
3	80%	3/4th (of the whole work)	Supplying of equipment	
4	92%	100%	Installation, testing & commissioning of equipment	
5	100%		12 months of successful operation after trial & testing and commissioning.	

### 5.3.2. Dispute Redressal and settlement:

#### a) Settlement of Disputes

Clause 25 of GCC shall prevail.

#### 5.4. SAFETY CODE

The Contractor shall follow at place of work all the times utmost safety and precautions during the execution of the work as given below:

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1( $\frac{1}{4}$  horizontal and 1vertical.)
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least  $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that maybe brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
  - a) Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or

securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within

1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

b) Safety Measures for digging bore holes:

- i. If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;
- ii. During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;
- iii. Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;
- iv. After drilling the bore well, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
- v. After the completion of the bore well, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
- vi. After the bore well is drilled the entire site should be brought to the ground level.

c) Demolition - Before any demolition work is commenced and also during the progress of the work,

d) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

e) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.

f) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

6. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned: - following safety equipment shall invariably be provided.

- (a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- (b) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
- (c) Those engaged in welding works shall be provided with welder's protective eye shields.
- (d) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- (e) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.

7. When the work is done near any place where there is risk of drowning, all necessary equipment's should

be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

8. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions :-

(i)

(a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.

(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

- (ii) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.

- (iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

9. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

10. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

11. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.

Notwithstanding the above clauses from (1) to (13), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

## **5.5. Contractor's Labour Regulations**

### **1. SHORT TITLE**

These regulations may be called the Contractors Labour Regulations.

### **2. DEFINITIONS**

- A. **Workman** means any person employed by Contractor or its contractor directly or indirectly through a subcontractor with or without the knowledge of NHIDCL to do any skilled, semiskilled or unskilled

manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person:-

- (i) Who is employed mainly in a managerial or administrative Capacitor
  - (ii) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per menses or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature or
  - (iii) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the the principalemmployersandtheprocessistobecarriedouteitherinthehomeof the out worker or in some other premises, not being premises under the control and management of the principal employer.
- I. No person below the age of 14 years shall be employed to act as a workman.
  - II. Fair ages mean wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.
  - III. Contractors shall include every person who undertakes to produce a given mere supply of goods or articles of manufacture through contract labour or who labour for any work and includes a subcontractor.
  - IV. Wages shall have the same meaning as defined in the Payment of Wages Act. Normally working hours of an adult employee should not exceed 9 hours a shall be so arranged that inclusive of interval for rest, if any, it shall not spread hours on any day.
  - V. When an adult worker is made to work for more than 9 hours on any day or for any week, he shall be paid over time for the extra hours put in by him at rate of wages.
  - VI. Every worker shall be given a weekly holiday normally on a Sunday,
- B. Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6days.
- C. Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at over time rate.

### **3. DISPLAY OF NOTICE REGARDING WAGES ETC.**

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information as per Appendix 'III'.

#### **4. PAYMENT OF WAGES**

- A. The contractor shall fix wage periods in respect of which wages shall be payable.
- B. No wage period shall exceed one month.
- C. The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- D. Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- E. All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- F. Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.
- G. All wages shall be paid in current coin or currency or in both.
- H. Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf for permissible under the Payment of Wages Act 1956.
- I. A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgment.
- J. It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Junior Engineer or any other authorized representative of the Engineer-in-Charge who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.
- K. The contractor shall obtain from the Junior Engineer or any other authorized representative of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form:- "Certified that the amount shown in column No .....has been paid to the workman concerned in my presence on at....."
- L. "Certified that the amount shown in column No has been paid to the workman concerned through bank account of labour on at... "

#### **5. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES**

- A. The wages of a worker shall be paid to him without any deductions of any kind except.
- B. Fines
  - (a) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
  - (b) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
  - (c) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
  - (d) Any other deduction which the Central Government may from time to time allow.



- (i) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.

**Note:-**An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-XI

- (ii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- (iii) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.
- (iv) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

## 6. LABOUR RECORDS

- (i) The contractor shall maintain a **Register of persons employed** on work on contract in Form as attached of the CL(R&A)Central Rules1971
- (ii) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).
- (iii) The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI).
- (iv) Register of accident - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
  - (a) Full particulars of the laborers who met with accident.
  - (b) Rate of Wages.
  - (c) Sex
  - (d) Age
  - (e) Nature of accident and cause of accident.
  - (f) Time and date of accident.
  - (g) Date and time when admitted in Hospital,
  - (h) Date of discharge from the Hospital.
  - (i) Period of treatment and result of treatment.
  - (j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
  - (k) Claim required to be paid under Workmen's Compensation Act.
  - (l) Date of payment of compensation.
  - (m)Amount paid with details of the person to whom the same was paid.
  - (n) Authority by whom the compensation was assessed.
  - (o) Remarks
- (p) The contractor shall maintain a Register of Fines in the Form XII of the CL (R&A) Rules 1971 (Appendix-XII)

The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Appendix- XI)

- (v) The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL(R&A)Rules1971(Appendix-XIII)
- (vi) The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971(Appendix-XIV)
- (vii) The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971(Appendix-XV)

#### **7. ATTENDANCE CARD-CUM-WAGE SLIP**

- i) The contractor shall issue an Attendance card-cum-wage slip to each workman employed by him in the specimen format (Appendix-VII & VIII)
- ii) The card shall be valid for each wage period.
- iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- iv) The card shall remain in possession of the worker during the wage period under reference.
- v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

#### **8. EMPLOYMENT CARD**

The contractor shall issue an **Employment Card** in Form XIV of the CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker (Appendix-IX).

#### **9. SERVICE CERTIFICATE**

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service certificate in Form XV of the CL (R&A) Central Rules 1971 (Appendix-X).

#### **10. PRESERVATION OF LABOUR RECORDS**

All records required to be maintained under Regulations Nos. 6 & 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in- Charge or Labour Officer or any other officers authorized by the Ministry of Urban Development in this behalf.

#### **11. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY**

The Labour Officer or any person authorized by Central government on their behalf shall have power to make enquires with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor sub- contractor in regard to such provision.

#### **12. REPORT OF LABOUR OFFICER**

The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the laborers concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to laborers will be made by the Engineer after the Authorized Engineer has given his decision on such appeal.

- i) The Engineer shall arrange payments to the labour concerned within 45 days from the receipt of the report form the Labour Officer or the Authorised Engineer as the case maybe.

### **13. APPEAL AGAINST THE DECISION OF LABOUR OFFICER**

Any person aggrieved by the decision and recommendations of the Labour Officer or other persons authorized may appeal against such decision to the Authorised Engineer concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Executive Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

### **14. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER**

- i) A workman shall be entitled to be represented in any investigation or enquiry under the deregulations by:-
- a) An officer of a registered trade union of which he is a member.
  - b) An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.
  - c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.
  - d) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by:-
  - e) An officer of an association of employers of which he is a member.
  - f) An officer of a federation of associations of employers to which association referred to in clause (a) is affiliated.
  - g) Where the employers is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.
- ii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

### **15. INSPECTION OF BOOKS AND SLIPS**

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the Central Govt on his behalf.

### **16. SUBMISSIONS OF RETURNS**

The contractor shall submit periodical returns as may be specified from time to time.

#### **AMENDMENTS**

The Govt may from time to time add to or amend the regulations and on

Any question as to the application/Interpretation or effect of those regulations the decision of the Authorized Engineer concerned shall be final.

### **17. AMENDMENTS**

Construction, Operation & Maintenance of  
Automated multilevel car parking facility at  
Site adjoining **Co-op Dept. Building, Kacheripady**, Kochi, Kerala

RFP I

Request for Proposal

The Central Government may from time to time add to or amend the regulations and on any question as to the application/Interpretation or effect of those regulations the decision of the Superintending Engineer-in-Charge/Consultant concerned shall be final.

REGISTER OF MATERNITY BENEFITS (Clause 19 F)

Name and address of the contractor

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## **5.6. Model Rules for the Protection of Health and Sanitary Arrangements**

(For Workers Employed by Contractor or its Contractors)

### **1. APPLICATION**

These rules shall apply to all buildings and construction works in charge of Contractor in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

### **2. DEFINITION**

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work on any day during the period during which the contract work is in progress.

### **3. FIRST-AID FACILITIES**

- i) At every work place these shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment:-
  - a) For work places in which the number of contract labour employed does not exceed 50

Each first-aid box shall contain the following equipment:-

- small sterilized dressings.
- 3 medium size sterilized dressings.
- 3 large size sterilized dressings.
- 3 large sterilized burn dressings.
- 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
- 1 (30 ml.) Bottle containing Sal volatile having the dose and mode of administration indicated on the label.
- 1 snakebite lancet.
- 1 (30 gms.) bottle of potassium permanganate crystals.
- 1 pair scissors.
  - copy of the first-aid leaflet issued by the Director General, Factory
- Advice Service and Labour Institutes, Government of India.
- 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
- Ointment for burns.
- A bottle of suitable surgical antiseptic solution.

- b) For work places in which the number of contract labour exceed 50.

Each first-aid box shall contain the following equipment.

- 12 small sterilised dressings.
- medium size sterilised dressings.
- large size sterilised dressings.
- 6 large size sterilised burn dressings.
- 6(15 gms) packets sterilised cotton wool.
- 1 (60 ml.) bottle containing two per cent alcoholic solution iodine.
- 1 (60 ml.) Bottle containing salvolatile having the dose and mode of administration indicated on the label.
- 1 roll of adhesive plaster.

- 1 snake bite lancet.
- 1 (30 gms.) bottle of potassium permanganate crystals.
- 1 pair scissors.
- 1 copy of the first-aid leaflet issued by the Director General Factory Advice

Service and Labour Institutes /Government of India.

13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.

14. Ointment for burns.

15. A bottle of suitable surgical antiseptic solution.

- iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
- iv) Nothing except the prescribed contents shall be kept in the First-aid box.
- v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment, in the work places where the number of contract labour employed is 150 or more.
- vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
- viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

#### **4. DRINKING WATER**

- i) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- ii) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored
- iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.
- iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

#### **5. WASHING FACILITIES**

- i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
- ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.
- iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

#### **6. LATRINES AND URINALS**

- i) Latrines shall be provided in every work place on the following scale namely:-
  - a. Where female are employed there shall be at least one latrine for every 25 Females.
  - b. Where males are employed, there shall be at least one latrine for every 25 males. Provided that where the number of males or females exceeds 100, it shall be

Sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.

Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.

- ii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.
- iii) a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women only" as the case may be.  
b) The notice shall also bear the figure of a man or of a woman, as the case may be. There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time, provided that where the number of male or
- iv) Female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.
- v) a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
- b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.

- vi) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- vii) Disposal of excreta: - Unless otherwise arranged for by the local sanitary authority arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).
- viii) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge/Consultant -in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Govt or Cantonment Authority for execution of such on his behalf.

## **7. PROVISION OF SHELTER DURING REST**

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sqm (6 ft) per head.

Provided that the Engineer-in-Charge/Consultant -in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

## **8. CRECHES**

- i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a, b & c.
- ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.
- iv) The contractor shall provide one ayaa to look after the children in the creche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.
- v) The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children

## **9. CANTEENS**

- i) In every work place where *the* work regarding *the* employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.
- ii) The canteen shall be maintained by the contractor in an efficient manner
- iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.
- iv) The canteen shall be sufficiently lighted at all times when any person has access to it.
- v) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed at least once in each year Provided that the inside walls of the kitchen shall be lime washed every four months.
- vi) The premises of the canteen shall be maintained in a clean and sanitary condition.
- vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance
- viii) Suitable arrangements shall be made for the collection and disposal of garbage
- ix) The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.
- x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter (10 sft) per diner to be accommodated as prescribed in sub-Rule 9.
- xi)
  - a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
  - b) Washing places for women shall be separate and screened to secure privacy.



- xii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.
- xiii)
  - a) 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipment necessary for the efficient running of the canteen.
- 2. The furniture utensils and other equipment shall be maintained in a dean and hygienic condition.
  - b) 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
- 2. A service counter, if provided, shall have top of smooth and impervious material.
- 3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment.
- xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on "No profit. No loss' and shall be conspicuously displayed in the canteen.
- xvi) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:-
  - a) The rent of land and building.
  - b) The depreciation and maintenance charges for the building and equipment provided for the canteen.
  - c) The cost of purchase, repairs and replacement of equipment including furniture, crockery', cutlery and utensils.
  - d) The water charges and other charges incurred for lighting and ventilation.
  - e) The interest and amounts spent on the provision and maintenance of equipment provided for the canteen.
- xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

## **10. ANTI-MALARIAL PRECAUTIONS**

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-Charge/Consultant -in-Charge including the filling up of any borrow pits which may have been dug by him.

- i) The above rules shall be incorporated in the contracts and in notices inviting

tenders and shall form an integral part of the contracts.

## **11. AMENDMENTS**

Government may, from time to time, add to or amend these rules and issue directions – it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

## 5.7. ANNEXURE FOR MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS

**NAME AND LOCATION OF THE WORK.....**

Date on which maternity leave commenced and ended

Date of Delivery/miscarriage	In case of delivery		In case of miscarriage	
	Commenced	Ended	Commenced	Ended
6	7	8	9	10

Leave pay paid to the employee

In case of delivery		In case of miscarriage		Remarks
Rate of leave pay	Amount	Rate of leave pay	Amount paid	
11	12	13	14	15

Name and address of the Contractor .....	
Name and location of the work	
1.	Name of the woman and her husband's name.
2.	Designation.
3.	Date of appointment
4.	Date with months and years in which she is employed.
5.	Date of discharge/dismissal, if any.
6.	Date of production of certificates in respect of pregnancy.
7.	Date on which the woman informs about the expected delivery.
8.	Date of delivery/miscarriage/death

9.	Date of production of certificate in respect of delivery/miscarriage.
10	Date with the amount of maternity/death benefit paid in advance of expected delivery.
11	Date with amount of subsequent payment of maternity benefit.
12	Name of the person nominated by the woman to receive the payment of the maternity benefit after her death.
13	If the woman dies, the date of her death, the name of the person to whom maternity benefit amount was paid, the month thereof and the date of payment.

14	Signature of the contractor authenticating entries in the register.	
15	Remarks column for the use of Inspecting Officer	

Construction, Operation & Maintenance of  
Automated multilevel car parking facility at  
Site adjoining **Co-op Dept. Building, Kacheripady**, Kochi, Kerala

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## **5.8. CONDITIONS FOR CEMENT & STEEL (Both Structural and Reinforcement Steel)**

5.8.1. Contractor has to produce manufacturers test certificate for each lot of cement & steel procured at site.

5.8.2. Conditions for Cement – Ordinary Portland Cement 43 Grades (Conforming to IS:12269)

- i) The contractor shall procure 43 grade (confirming to IS: 8112) ordinary port land cement, as required in the work, from reputed manufacturers of cement, having a production capacity of one million tonnes per annum or more, such as ACC, L & T, JP. Rewa, Vikram, Shri Cement, Birla Jute and Cement Corporation of India, etc. as approved by Ministry of Industry, Government of India and holding license to use ISI certification mark for their product whose name shall be got approved from Engineer-in-Charge/Consultant. Supply of cement shall be taken in 50 Kg. Bags bearing manufacturer's name and ISI marking, samples of cement arranged by contractor shall be taken by the Engineer-in-Charge/Consultant –in – Charge and got tested in accordance with provisions of relevant BIS codes. In case test results indicate that the cement arranged by contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-Charge/Consultant –in- Charge to do so. If contractor desires to use 53 Grade cement it may be allowed by Engineer-in-Charge/Consultant -In-Charge without any extra charge.
- ii) The cement shall be brought at site in bulk supply of approximately 50 tons or as decided by the Engineer-in-Charge/Consultant -in-Charge.
- iii) The cement godown of the capacity to store a minimum of 500 bags or as decided by the Engineer-in-Charge/Consultant -in-charge of cement shall be constructed by the contractor at site of work for which no extra payment shall be made. Double lock provision shall be made to the door of the cement godown. The keys of one lock shall remain with the Engineer-in-Charge/Consultant -in-Charge or his authorized representative and the key of the other lock shall remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the godown by the Engineer-in-Charge/Consultant -in- Charge at any time.
- iv) The contractor shall supply free of charge the cement required for testing. The cost of tests shall be borne by the contractor in the manner indicated below.
  - By the contractor, if the results show that the cement does not conform to relevant BIS Codes.
  - By the NHIDCL, if the results show that the cement conforms to relevant BIS Codes.
- v) The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein.
- vi) Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-Charge/Consultant

### 5.8.3. **CONDITIONS FOR STEEL IN RCC WORKS:- TMT STEEL REINFORCEMENT BARS– Fe 500**

- i) The steel reinforcement (SAIL/Tiscon/RINL) shall be brought in bulk supply of 20 tons or more or as decided by the Engineer-in-Charge/Consultant -in-Charge along with manufacturer test certificate for each lot.
- ii) The steel reinforcement shall be stored by the contractor at site of work about 30cm. to 45 cm. above ground. A coat of cement wash shall be given to steel bars when stored at site for long duration so as to prevent corrosion. Nothing extra shall be paid on these account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.
- iii) The contractor shall supply free of charge the steel required for testing. The cost of tests shall be borne by the contractor in the manner indicated below.
  - i) By the contractor, if the results show that the steel does not conform to relevant BIS codes.
  - ii) By the contractor, if the results show that the steel conforms to relevant BIS Codes.
- iv) The Actual issue and consumption of steel on work shall be regulated and proper account maintained as per provision of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in Clause 42 of the contract and shall be governed by conditions laid therein.
- v) Steel brought to site and steel remaining unused shall not be removed from site without the written permission of the Engineer-in-Charge/Consultant
- vi) In case the contractor bring surplus quantity of steel the same after completion of the work will be removed from the site by the contractor at his own cost after approval of the Engineer-in-Charge/Consultant -in- Charge.
- vii) Reinforcement including authorized spacer bars and lappages shall be measured in length of different diameters as actually (not more than as specified in the drawings) used in the work nearest to a centimeter. Wastage and unauthorized overlaps shall not be measured.
- viii) The standard sectional weights referred to as in Table IV in para 5.3.3 in CPWD Specifications for works 2006 will be considered for conversion of length of various sizes of M.S. Bars, Tor Steel Bars and T.M.T. bars into Standard Weight.
- ix) Records of actual Sectional weights shall also be kept dia-wise and lot-wise. The average sectional weight for each diameter shall be arrived at from samples from each lot of steel received at site. The decision of the Engineer-in-Charge/Consultant -in-Charge shall be final for the procedure to be followed for determining the average sectional weight of each lot. Quantity of each diameter of steel received at site of work each day will constitute one single lot for the purpose. The weight of steel by conversion of length of various sizes of bars based on the actual weighted average sectional weight shall be termed as Derived Actual Weight.
- x) Documentation: The contractor shall submit original vouchers from the manufacturer for the total quantity of steel supplied under each consignment to be incorporated in the work. All consignment received at the work site shall be inspected by the Engineer-in-Charge/Consultant -in- Charge along with the relevant documents before acceptance. The original vouchers and Test Certificates shall be defaced by the Engineer-in-Charge/Consultant -in-charge and kept record in the site office with cross-reference to the control number recorded in the steel acceptance register. The entire quantity of all steel items shall be also be suitably recorded in the Measurement Book for record purposes as not to be abstracted, before incorporation in the work and shall be signed by the Engineer-in-Charge/Consultant -in-Charge and the contractor.

### 5.9. **ENGAGING SPECIALISED AGENCIES FOR WORKS:-**

- 5.9.1. The Contractor shall engage if not in houses expertise with prior notification and approval of Engineer-in-Charge/Consultant -in- charge specialized agency having adequate technical capability and experience of

having executed at least one work of similar items of equal or more magnitude or two works of similar items of minimum 60% magnitude work for executing the following items of the work.

- i) Electrical Works.
- ii) Fire Alarm& Detection and Fire Fighting System.
- iii) Ventilation System.
- iv) Automated Shuttle Car Parking System/ Car Management System.

5.9.2. The Specialized agency for the work shall be got approved from the Engineer-in-Charge/Consultant well before actual commencement of the item of work. The contractor shall submit the list of Specialized agencies proposed to be engaged by him along with necessary performance certificates within 30 days from the date of issue of acceptance letter to substantiate technical capability and experience of the agency for prior approval of the Executive Engineer/Consultant.

5.9.3. The conditions of approval of specialized agency shall be final and binding on the contractor and he shall comply such conditions of approval.

#### 5.10. Defect liability

The contractor's liability during the defect liability period as specified in section I from the final date of completion shall be limited to rectification of defects including replacement as follows.

Performance guarantee will be released after 12 months from the recorded date of completion of Operation and maintenance period and will be conditional to validity of security deposit clauses (as detailed in this document) and satisfaction of NHIDCL as to the smooth functioning of the equipment and facility .

S. No.	Description	Defect Liability
(i)	Concrete	(a) Rectification of structural / superficial / non-structural cracks. (b) Rectification of slope in RCC roof slab if found defective. (c) Rectification of dampness / seepage in roof slab /junctions & Sunken portion.
(ii)	Brickwork	(a) Rectification of cracks in panel wall / portion. (b) Cracks / settlement of dwarf walls. (c) Rectification of efflorescence.
(iii)	Joinery	(a) Replacement of warped joinery. (b) Cracks in panels, rails / styles etc.
(iv)	Builders Hardware	(a) Repairs / Replacement of loosened / pre-mature failure of fittings. (b) Tightening / Replacement of sag in mosquito proofing.
(v)	Steel & Iron work	(a) Rectification / Replacement of defective part of rolling shutter. (b) Redoing of defective portion in fabrication / welding including painting. (c) Steel windows, grills, gates etc. - defects to be rectified.
(vi)	Roof treatment	(a) Rectification of leakage / seepage of roof slab including coving at junction till guarantee period. (b) Rectification of slope in roof slab.



(vii)	Plastering	(a) Rectification of structural / superficial cracks if any. (b) Rectification of protruding / peeling off plaster if any.
(viii)	Flooring	(a) Rectification of constructional defects (undulation) in PCC /Tile floor. (b) Rectification of slope of floor in kitchen / WC & Toilets (c) Rectification of sinking portion of plinth protection including saucer drain.
(ix)	Plumbing/ Sanitary fittings /	(a) Making good of leakage through soil / waste pipe joints. (b) Replacement of looking mirror if found wavy. (c) Rectification of leakage of over head tanks. (d) Leakage / seepage of sunken floor, blockage of taps / pipes, non-functioning of cistern. (e) Defective slopes of drain boards & platforms in kitchen, defective door shutter of cub board.
(x)	Finishes	(a) Making good of defective / dissimilar patches of painting to match with remaining surfaces.
(xii)	Roads	(a) Repair of sinking portion of road. (b) Repair to pot holes. (c) Rectification in camber if required
(xiii)	Sewage	(a) Rectification of slope / system if found defective during use. (b) Rectification of major blockage in SWG pipe line. (c) Cracks & settlement of sewage lines, fixing of gully trap, Nahani traps, bottle traps.
(xiv)	Area Drainage	(a) Rectification of cracks, plastering & masonry work. (b) Rectification slope if found defective during use. (c) Sinking in drains
(xv)	External Water Supply	(a) Rectification of leaking CI joints / fittings. (b) Replacement gland / washers of valves if found defective. (c) Damage / burning of prime mover. (d) Damage of pumps. (e) Damage of sluice valve, non-return valve etc. (f) Damage of chloronomes.
(xvi)	General	(a) All manufacturing and operational defects or faults of structures / fixtures / fittings / Equipment other than listed above.

Note: The table of defect liability shall be correlated with the expected scope and specifications of work. The table of defect liability and description is not exhaustive in nature, rather it is to be used as a reference by the engineer.

## 5.11. PROFORMA FOR TESTS CARRIED OUT

5.11.1. With each Running Bill, the details of test carried out shall be submitted by the contractor as per proforma given below: -

NAME OF THE WORK:

DIVISION/:

Project consultant (\_\_\_\_\_)

AGREEMENT NO. & DATE:

Sl. No.	Item	Quantities as per agreement	Frequency as per	No. of tests required	R.A. bill No.	Upto date quantity	No. of tests required	No. of tests actually done	Remarks
1									
2									
3									
4									
5									
6									

Signature of Contractor

- 5.11.2. With each running bill the contractor shall submit the list of technical personnel Employed by him as per Schedule 'F'.
- 5.11.3. On completion of work, the contractor shall submit at his own cost four prints of "**as built**" drawings to the Engineer-in-Charge/Consultant these drawings shall have the following information.
- All details of the building structure, services and components executed by the contractor.
  - Executed Mechanical Details & drawings of the installed parking system for O&M manual.
  - shop drawings of components and details executed by subcontractors like façade panels or design, false ceiling, flooring or any fittings in the project.

In case contractor fails to supply these "as built drawing", recovery @ Rs. 10,000/- each for such set of drawings shall be made from the contractor final bill.

- 5.11.4. In case of flats, angles, joist etc. steel need in the work shall be measured as per design or as authorized by the Engineer-in-Charge/Consultant
- 5.11.5. **Time is essence of work**  
Work will be carried out diligently keeping the essence of time with notification and approval of Engineer-in-Charge/Consultant

a. The Engineer-in-Charge/Consultant - in- charge shall be at liberty to get the work inspected through C.T.E or any other agency appointed by the NHIDCL .And the result of their finding will be binding on the contractor.

- 5.11.6. The work shall be carried out as per C.P.W.D. specifications 2006 volume I to VI with upto date correction slips and revised CPWD specification 2002 for mortar, cement concrete and RCC with up to date correction slips except where otherwise specified in the description item given in the schedule of quantities applicable. In the absence of all, the sound Engineer-in-Charge practices as per decision of Engineer-in-Charge/Consultant -in- Charge shall be final.
- 5.11.7. The rates of different items of work shall apply to all heights & depths unless otherwise specified.
- 5.11.8. The general rules, directions and conditions of contract etc. as circulated along with up to date correction slips and amendments shall be applicable.
- 5.11.9. The contractor shall be responsible for correctness/ genuineness of all the documents what so ever submitted by the contractor.
- 5.11.10. The contractor will not have any claim in case of delay by the NHIDCL in removal of trees or shifting, raising, removing of telephone, or electric line (over head or underground) water or sewer line or any other structure, if any, which may come in the way of the work. However, suitable extension of time can be granted to cover such delays, as provided in terms of contract.
- 5.11.11. The samples of the various materials to be used/supplied for the work shall have to be got tested from the Clients Laboratory or any other Laboratory specified by the Engineer-in-Charge/Consultant -in- Charge and result of the same shall be binding on the contractor. Cost of samples including packaging, sealing, transportations, loading and unloading etc. will be borne by the Contractor. The cost of testing will be borne by the contractor if sample are sent to Labs. All test carried out in respect of materials etc. by Laboratory will be free of charges, if sample are found as per specification but the testing charges will be borne/recovered from the contractor if the sample will be found below the specification.
- 5.11.12. The contractor, at his own cost, shall also setup a field laboratory at the site of work to maintain quality control during the execution of the work for various items of work/material as required under this contract. The laboratory shall be equipped with necessary equipment and qualified staff for carrying out various test by contractor. However, all the tests conducted at the field shall be under the control and supervision of Engineer-in-Charge/Consultant -in-Charge or his authorized representative. Wherever, there is a difference in test result of the field laboratory maintained by the contractor and Municipal or any other laboratory, then the test results of the Municipal or other Govt. laboratory shall be final and binding on the contractor.
- 5.11.13. If the rates quoted by the lowest bidder are found abnormally low the payment to the contractor for the work shall only be made after inspection by the Quality Control Cell at different stages and these findings shall be final and binding on the contractor.

In such a case:

- All the testing charges from the independent laboratory shall be borne by the contractor.
- In case, the selected bidder fails to commence/complete the work within the stipulated period, the contractor shall be liable for disciplinary action as per the provision of the enlistment rule/instruction issued from time to time.

**5.12. PROVISION OF BARRICADING & DISPLAY OF CAUTIONARY BOARDS.**

- a) The excavation work will not be taken up in a reach of more than 500 meter in length at a time.
- b) The excavated site will be protected by providing proper barricading of Color Coated Profile Sheets fixed on suitable steel frames. The barricading will be continuous and in line in the entire length of excavation and in cross-direction at the ends. The barricading will be provided with Color Coated Profile Sheets placed 0.20 meter above the existing road level and will have a height of 4 meters. The top line of CGI sheets will be properly maintained. The Color Coated Profile Sheets will be painted with horizontal alternate red and white strips.
- c) Proper cautionary boards will be displayed at a place 100 meter before the site of work. The cautionary boards will be painted with luminous paint.
- d) The entire work of providing Color Coated Profile Sheets barricading and provision of cautionary boards painting/ repainting red and white strips will be to the entire satisfaction of Engineer-in-Charge/Consultant. All cost for this work will be borne by the Contractor and nothing extra shall be payable on this account. The contractor shall properly maintain the barricading and cautionary boards during the execution of the work.
- e) Red flags during day time and red lights during night hours will be displayed by the contractor at site as per instructions of Engineer-in-Charge/Consultant. Nothing extra shall be paid on this account.
- f) In case of default for not providing and maintaining the above arrangements a fine of Rs. 1,000/- per day will be imposed on the contractor. The decision of Engineer-in-Charge/Consultant - in-Charge as to the period for which the fine is to be imposed will be final and binding upon the contractor.

**5.13.** No claim on account of damage caused by due to rains or any other natural calamity during the execution of work will be entertained.

**5.14. INTER STATE: MIGRANT WORKMEN**

In case of the contractor engaged for recounts interstate said Act in the matter of registration, license, wages, rates and other conditions for facilities of a service of interstate migrant workmen of the contractor no comply with the provisions of the said act in case any default is committed in this regard by or on behalf of the contractor, the contractor shall be personally liable for the consequence arising from such a default.

5.14.1. The contractor will take all precautions to avoid any accident during the execution of the work. He will also be responsible to all damages caused due to any accident during the execution of the work.

**5.15. 3rd PARTY CHECKING**

The 3<sup>rd</sup> party quality assurance/audit will be supervised by the consultants engaged by the NHIDCL or client for the purpose. The 100% of the work carried out by the contractor shall be subjected to checking by the consultants apart from the NHIDCL officers. All necessary field/lab test (s) as per ORT&H/ IRC/ CPWD/ Internal specifications shall be carried out by the consultants, for which dully equipped Lab shall be provided by the contractor at his own cost or from the Labs designated by NHIDCL and Client locally.

The testing charges of the above said labs shall be paid by the contractor and will not be reimbursed by NHIDCL or client. All checks/ audits however, shall be done compulsorily in the in on-site lab, irrespective of any third party checking/ audit.

All the measurements of all the items having financial value shall be entered by the contractor and shall be submitted to the consultants in duplicate in a computerized format supplied by the consultants. These measurements may be further checked by the Consultants. One copy of the measurements shall then be machine numbered, bound and certified by the consultants before the same are recommended for payments against the bill in token of their acceptance. All the measurements checked and recommended by the NHIDCL Consultant will be considered for payment. The same shall be open for cross checking/test check by Engineer-in-Charge/Consultant -in-Charge or its subordinates.

The NHIDCL will be at liberty to get the work checked from IIT, NCCBM, CRRI, EIL, RITES or any other agency and the findings of the checking agency will be final and binding on the contractor. The payment to be made to the checking agency shall be borne by the contractor.

- 5.16.** The contractor shall make his own arrangements for obtaining electricity connection (if required) and make necessary payments directly to the dept. concerned. The contractor will also pay for the water charges to the concerned dept.
- 5.17.** Some restrictions may be imposed by the security staff etc. on the working and for movement for labour materials etc. The contractor shall be bound to follow all such restrictions/ instructions and nothing extra shall be payable on this account.
- (a) The building work will be carried out in the manner complying in all respects with the requirements of relevant bye laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge/Consultant in charge and nothing extra will be paid on this account.
  - (b) The work of water supply, internal sanitary installation and drainage work etc. shall be carried out as per local body-Bye-laws and the contractor shall produce necessary completion certificate from such authorities after completion of the work.
  - (c) Water tanks, taps, sanitary , water supply and drainage pipes fittings and accessories should conform to bye laws and specification of CPWD or as specifications (if supplied) with the tender. The contractor should engage licensed plumbers for the work and get the materials (fixtures /fittings) tested by the municipal body / corporation/ clients lab wherever required at his own cost.
  - (d) The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rule and regulations and pay all fees and charges which he may be liable.
  - (e) The contractor shall coordinate, liaison and obtain all necessary clearances /Approvals in respect of system installations from concerned statutory authority. The cost of diesel required for testing and commissioning of D.G. sets to the satisfaction of Engineer-in-Charge/Consultant -in-charge shall be inclusive in the quoted rates by the bidder.

- 5.18.** The contractor shall give a performance test of the entire installation (s) as per standing specification before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.
- 5.19.** Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been in-built in the items and nothing extra shall be payable (or) extra cement considered in consumption on this account.
- 5.20.** The structural and architectural drawings shall at all times be properly correlated before executing work. However, in case of any discrepancy in the items given in the schedule of quantities appended with the tender and Architectural drawings related to the relevant item, the former shall prevail unless otherwise given in writing by the Engineer-in-Charge/Consultant in charge.
- 5.21.** The contractor shall have to make approaches to the site, if so required and keep them in good condition for transportation of labor and materials as well as inspection of works by the Engineer-in-Charge/Consultant in charge. Nothing extra shall be paid on this account.
- 5.22.** No payment will be made to the contractor for damage caused by rains, or other natural calamities during the execution of the works and no such claim on this account will be entertained.
- 5.23.** All Reinforced Cement Concrete work shall be machine batched, machine mixed and machine vibrated design mix of specified grade. The contractor may install on site-batching plant of requisite capacity for production of concrete. The NHIDCL on its discretion will facilitate to made available the land required for installation of plant etc, if available. Or, RMC of the specified grade shall be used from the approved RMC plant.
- 5.24.** Various factory made materials shall be procured from reputed and approved manufacturers or their authorized dealers. List of such approved manufacturers is available at Annexure. For the items/materials not appearing in the list the decision of Engineer-in-Charge/Consultant in charge shall be final and binding.
- 5.25.** Contractor shall have to execute a Guarantee Bond in respect of Anti Termite Treatment. Water Proofing works as per Performa attached in this tender document. He shall also have to execute guarantee bonds for water supply and sanitary installations work on the proforma available in this tender document.
- 5.26.** The terms machine batched, machine mixed and machine vibrated concrete used elsewhere in agreement shall mean the concrete produced in concrete batching and mixing plant and if necessary transported by transit concrete mixers, placed in position by the concrete pumps, tower crane and vibrated by surface vibrator/ needle vibrator / plate vibrator, as the case may be to achieve required strength and durability.

- 5.27.** Wherever work is specified to be done or material procured through specialized agencies, their names shall be got approved well in advance from Engineer-in-Charge/Consultant in charge. Failure to do so shall not justify delay in execution of work. It is suggested that immediately after award of work, contractor should negotiate with concerned specialist agencies and send their names for approval to Engineer-in-Charge/Consultant in charge. Any material procured without prior approval of Engineer-in-Charge/Consultant in charge in writing is liable to be rejected. Engineer-in-Charge/Consultant in charge reserves right to get the materials tested in laboratories of his choice before final acceptance. Non-standard materials shall not be accepted.
- 5.28.** Doors and frames shall be procured from specialist firms product of such agencies shall be got approved from the Engineer-in-Charge/Consultant in charge well in advance. Doors and frames shall be procured from specialist firms product of such agencies shall be got approved from the Engineer-in-Charge/Consultant in charge well in advance.
- 5.29.** The construction joints shall be provided in predetermined locations only as decided by Engineer-in-Charge/Consultant in charge. The cost of shuttering for these construction joints shall be included in item of Concrete work / RCC work and nothing extra shall be payable on this account to the contractor.
- 5.30.** The gradation of fine sand to be used in plaster work, shall be strictly as per Table 3 of CPWD Specification 2006 Vol II conforming to IS 1542-1977. The plastered surface shall be fairly smooth without any undulation of any kind for applying paint/white wash.
- 5.31.** No chase cutting/dismantling of plaster/ RCC/ CC shall be allowed, so contractor has to execute the electrical work accordingly.
- 5.32.** The contractor shall invariably prepare the samples of finishing items as per direction of Engineer-in-Charge/Consultant. The contractor shall proceed with further finishing items only after getting the samples of these items approved in writing from Engineer-in-Charge/Consultant. No extra claim whatsoever will be entertained from the contractor on this account.

### **5.33. SPECIAL CONDITIONS FOR BUILDING WORK**

The work will be carried out as per Specifications and revised CPWD Specifications wherever discrepant or not covered under the Specifications volume. In case these are silent then relevant BIS Codes will be applicable and in case those are silent then the decision of Engineer-in-Charge/Consultant in charge will be final and binding.

**5.34.** The Contractor shall set up laboratory, workshop and stores etc at site. In case of shortage of space the Contractor will make his own arrangements for some of the facilities and transportation at his own cost. Contractor will provide Office with requisite furniture, computers etc at the site for the Consultant. Contractor shall submit daily, weekly, monthly, and joint inspection report of steel structure of steel yard/workshop. And all civil work/services work.

**5.35.** The contractor shall take in hand joinery work immediately after the award of work. The frames and shutters shall not be painted, oiled or otherwise treated or fixed in position before these are approved by the Engineer-in-Charge/Consultant -in -Charge or his authorized agent in writing.

**5.36.** The contractor shall keep himself in touch with the progress of building work to regulate the progress of sanitary work accordingly.

**5.37.** The samples of sanitary fittings, pipes and specials, manhole covers and frames, footrests gratings, bib cock, stop cocks etc. shall be got approved from Engineer-in-Charge/Consultant -in - Charge before using them in work.

**5.38.** In place of galvanized telescoping flush pipe, GI flush pipe of same diameter will be used and nothing extra will be paid on this account. The cost of cutting holes and making good the same is included in the items of providing and fixing in pans, floor traps and connecting pipes between the trap or the floor and the soil or waste pipe.

#### **5.39. SPECIAL CONDITION FOR STRUCTURAL STEEL WORK**

- 5.39.1. No space is available for either onsite or off site fabrication.
- 5.39.2. Contractor has to fabricate all structural sections at his own workshop or got it fabricated from the approved workshop.
- 5.39.3. Inspection and approval of workshop, fabrication equipment etc to be got approved by
- 5.39.4. Consultant/ NHIDCL prior to commencement of structural steel work.
- 5.39.5. No fabricated item shall be painted without inspection and approval of structural components by Consultant/ NHIDCL. All hidden surfaces shall be properly cleaned applied with primer coat before assembly.
- 5.39.6. After Inspection, two coats of Fire resistant primer and two or more coats of fire resistant paint of approved make after properly cleaning the steel surface with sand blasting the surface completely; to be applied to individual fabricated parts of the structure prior to their erection & assembly in their final place. All complete as to entire satisfaction of the PM.
- 5.39.7. Contractor has to arrange for transportation of Consultant/ NHIDCL's Engineer-in-Charge/Consultant s for Inspection.
- 5.39.8. All the fasteners, structural steel and welding consumables shall be procured with test certificates and shall be submitted to NHIDCL for verification and their record.
- 5.39.9. Contractor shall employ skilled erection team and tested lifting equipment.
- 5.39.10. Contractor should follow all stipulated safety requirements while working at heights and Contractor should deploy suitable cranes for erection work.
- 5.39.11. Contractor shall submit daily, weekly, monthly, and joint inspection report of steel structure of steel yard/workshop. And all civil work/services work.
- 5.39.12. Temporary supports, staging and templates shall not be a part of main work.
- 5.39.13. Testing of all butt joints in steel structure should be carried out by the contractors and to be as per IS Code : 800 including X-ray test , Pulse velocity test, Die penetration test.



- 5.39.14. Contractors shall submit shop drawings/ details/ specifications of all structural steel work before start the work to be approval from NHIDCL/Architect/Consultant.
- 5.39.15. Contractors shall submit Methodology of structural steel work stating the weld joint preparation, fit-up, welding process & weld sequence and erection scheme before start of the work to be approval from NHIDCL/Architect/Consultant. Then After approval of methodology contractors start the work.
- 5.39.16. In structure steel Work No deviation from approved drawing at the time of execution
- 5.39.17. Contractor shall submit daily, weekly, monthly, and joint inspection report of steel structure of steel yard/workshop. And all civil work/services work.
- 5.39.18. Before fabrication of steel NHIDCL/Consultant inspect the workshop/ steel yard at any time, transportation will be arranged by the contractor free of cost.
- 5.39.19. Contractor should provide during fabrication RFI, JMR, Check List of steel structure, Material testing certificates, Visual inspection report the given format should be submitted in any case if fail submit contractor has liable to hold the payment 10% by NHIDCL/Consultant

#### **5.40. ADDITIONAL MISCLANEOUS CONDITIONS OF THE CONTRACT**

- 5.40.1. If due to site conditions, the quantity of any item of contract whose accepted rates are higher than the justified rates worked out by the contractor increases over and above the quantity stipulated in the schedule of quantities, such increase in quantity shall have to be executed by the contractor and nothing shall be paid extra. The contractor shall submit "No claim certificate" to this effect.
- 5.40.2. If due to site conditions, the quantity of any item of contract whose accepted rates are higher than the justified rates worked out by the contractor decreases from the quantity stipulated the schedule of quantities then the contractor shall not be entitled for any claim on this account.
- 5.40.3. The contractor shall submit "No claim certificate" to this effect.
- 5.40.4. If due to site conditions and to meet with the scope of work, the quantity of any item of contract whose accepted rates are lower than the justified rates worked out by the contractor increases over and above the quantity stipulated in the schedule of quantities, such increased quantity shall have to be executed by the contractor and will be paid on the accepted rates. No claim on this account will be entertained. The contractor shall submit "No claim certificate" to this effect.
- 5.40.5. If due to site conditions, the quantity of any item of contract whose accepted rates are lower than the justified rates worked out by the contractor decreases from the quantity stipulated in the schedule of quantities contractor shall have No claim to this effect.
- 5.40.6. Justification of rates worked out by the contractor will not be part and partial of the agreement.

#### **5.41. LIST OF APPROVED MANUFACTURERS/ SUPPLIER**

S.No.	Materials	Approved Manufacturer / Supplier
1	Ordinary Portland Cement	LAFARGE, Birla uttam, Gujrat Ambuja, Ultratech, JK Super Cement
2	PPC Cement	Not applicable
3	Reinforcing Bars	TISCO, SAIL, RINL.

4	Chemical Admixtures and waterproofing compound	FOSROC, Sika, Asian Laboratories, Dura Build Care, CICO Technologies, BASF, MC Bauchemie, MYK Schomburg, Pidilitie, Choksey chemical
5	Chemical waterproofing system	BASF, STP limited, MC Bauchemie, CICO Technologies, Penetron, Keyton, Sika
6	RMC	ACC, BIRLA, Ultratech, Lafarge or any RMC plant approved by CLIENT/ consultant.
7	Anti-termite Treatment or Chlorpyrihos	PCI
8	RCC Man Holes Frame & Cover & Footrest	K.K. or equivalent as approved by Engineer-in-Charge.
9	Anchor Fasteners	Hilti, Fisher, Halfen
10	Structural Steel	SAIL, JSW, CORUS, TATA
11	PVC cover Block	Elmich, Aspitha Exports
12	Polypropylene Fibers	Fibermesh, Duracem, Eurofastner, Cetex
13	Adhesives & Grouts	Bal, Laticrete
14	Vitrified Tile	Johnson, Nitco, Kajaria, Asian, Orient
15	Full body Vitrified Tile	PAVIT, Granito, marbonite, Unistone
16	Silicon sealant	Dow Corning, GE Silicon, Wacker Silicon,
17	Metal Doors (painted with 2 hr Fire Rated)	Shakti-Met Dor, Basic Arch Products, Radiant, Navaire
18	Flush Doors	Anchor, Century, Merino, Greenply
19	Aluminum Sections	Jindal, Hindalco, Boruka, Hydro Aluminium Extrusion
20	Hardware	Dorset, Magnum
21	Glass	Saint Gobain, Asahi, Pilkington, Guardian Glass
22	Paints & Polish	Asain, Kansai-Nerolac, Berger, Unite, spectrum
23	Wooden Fire Door	Navaire, Sukri
24	ACP	ALUCOBOND/ EARUBOND/ ALU DÉCOR/ ALSTONE/ ALSTRONG

\* RAW MATERIAL SOURCE TO BE APPROVED BY THE ENGINEER-IN-CHARGE/CONSULTANT

Note: -In case of shortage or scarcity or non-availability of material from above mentioned manufacturers, Engineer-in-Charge/Consultant may approve the fresh / new manufacturers after the testing of material from approved lab or III<sup>rd</sup> Party Agency

## 6. DETAIL SCOPE OF WORK, SCHEDULES, APPENDICES AND FORMS

## SECTION IV

### 6.1. DETAILS OF SCOPE OF WORKS

#### 6.1.1. About the Project

The Project is formulated as per the requirements of **NHIDCL**. It may be borne in mind that the details given are neither accurate nor exhaustive, but give an understanding of the Project implementation aspects and design details. The Prospective Bidders are advised to visit the Project site and collect all required data for validating their assumptions and submissions. Neither Authority nor any state/central authorities and any of Authority's consultants will be responsible for the contents or accuracy of the details provided herein. The Project is proposed to be implemented as **Item-rate contract** on **lowest contract price bid**.

#### 6.1.2. Scope of Work

- a) The Successful Bidder is required to undertake Design, Engineering, and Procurement & Construction of Automated Multilevel Parking at Kacheripady on Item rate and Lump sum (For O&M) basis at the Project Site.
- b) The Broad Scope of Work involves
  - i. Preparation of Mechanical Designs and Plans;
  - ii. Preparation of Structural Design of APS and getting them approved;
  - iii. Execution of Bill of Quantity as per CPWD approved specifications and relevant IS Codes and specifications;
  - iv. Preparation of Detailed Mechanical Designs and Plan incorporated into Architectural Plan for Project Execution and all other related drawings concerned with execution of the Project.
  - v. To execute design as per good for construction drawings for having the project consonance with the prevailing bye laws & other statutory regulations of the governmental instrumentalities in addition to detailed architectural, traffic management drawings with the view of optimum utilization of space, structural design, geometrical design, Mechanical ventilation, firefighting system /sprinklers as well as wet riser system, smoke evacuation during fire, up flow down flow ramps, water harvesting system arrangement, drainage system, boundary wall, exit and entry gate, drinking and raw water system and other ancillaries of parking areas etc. any other statutory requirement as per NBC along with the specification shall be as per the scheduled item of DSR, market rate items along with analysis of rates based on the above scope shall be executed.
  - vi. Getting Approvals from NHIDCL at each Stage; and Supply, Installation, Construction & Commissioning of the Project on item rate basis. The Bidder has to execute the structures based on load calculation as approved by NHIDCL. The designs shall be proof checked by IIT/ NIT at his own cost.
- c) Minimum Development Obligations of the Contractor
- d) The total Project Site has an area of approximately 600sq. m. The Site Area available for development of the Project is approximately 354 sq. m after reducing the areas of setbacks

and internal road as mentioned in the Land Use Matrix below. It is proposed to develop the project as a modern iconic structure with modern amenities along with automated multilevel parking and commercial complex, compliant with green building considerations.

- e) The building is proposed to be a 1 basements + Ground+7 structure. The total construction area of the proposed design is 3,573 sq.mtrs. Approx. as per the Detailed Construction Area Statement below and is exclusive of the external development area (consisting of car parking, utilities, internal road and approach road to exit).

**f) The Land Use Matrix of the Project Site is as below:**

Land Use Matrix		
S.No	Nomenclature	Area (in sq.m)
1A	Facility + Common Areas	3368.05
1B	Utility	604.6
1C	Internal Open Area	551.15
	<b>Total</b>	<b>4523.8</b>

- g) The above area statements are on the basis of design Concept Plans. Final available area shall be arrived at on the basis of Approved Concept Plans with minor modifications.

- h) The Volumetric Constraints/Minimum Development Obligations of the Contractor are:

- i. Automated Multilevel Car Park-Of Capacity of **145 ECS Robo- Shuttle system – Automated.**
- ii. Control, and services rooms as part of the facility
- iii. To develop the minimum areas as per the Detailed Construction Area Statement above as well as the external development area consisting of utilities, internal road and AMLCP as mentioned above.
- iv. To demarcate and develop the plots on the Project Site earmarked for any other features as per the Land Use Matrix above, provide construction of the main approach road to such plots and provide for all the underground facilities like sewage, electricity etc.

- i) The Contractor shall provide at least the above mentioned development on the Project Site and no compromise on the above referred minimum development obligations shall be acceptable from the Contractor by the Authority.

**6.1.3. Codes and Standards**

Wherever references are made in the Agreement in particular codes and standards for the execution, testing and commissioning of the Works, the effective edition(s), revision(s), amendment(s) or updating of such codes and standards as of the date of the Agreement execution/ usage of such code/standard, whichever is latest, shall apply, unless otherwise expressly stated in writing by the Authority/Project Engineer.

In case of any conflict between any referenced codes and standards and those in the Agreement, the Contractor shall advise the Authority/Project Engineer in writing and the Authority/Project Engineer has the discretion to determine which versions shall prevail. Broad Specifications Guidelines to be followed by the Contractor. The broad specifications and guidelines to be adhered with while designing and constructing the various components of the Project are:

## A. MULTI LEVEL CAR PARK

### I. General Details

The total built of the Car Parking Facility is proposed to be approximately 3972.64Sq.m. Automated parking is to be used for site for all the levels. The Parking Facility shall consist of structures and components as described below, which would co-exist with the approved development control norms.

S.NO.	FLOOR	TOTAL AREA IN SQ.M.	FLOOR LEVEL	NO. OF CAR PARKING
1	Covered Area Of Pump Room And Water Tank	198.67	-3.48	pump room and water tank
2	Ground Floor	431.85	0.50	entry and exit
3	First Floor	430.28	3.80	19
4	Second Floor	461.45	6.50	21
5	Third Floor	461.45	9.20	21
6	Fourth Floor	461.45	11.90	21
7	Fifth Floor	461.45	14.60	21
8	Sixth Floor	461.45	17.30	21
9	Seventh Floor	461.45	20.00	21
10	Water Tank + Machine Room +Terrace	143.14	22.90	
11	Machine Room Top		25.98	
	<b>TOTAL</b>	<b>3972.64</b>		<b>145</b>

1	<b>Total Ground Coverage</b>	<b>42.63 %</b>
2	<b>Total Built up area (sq.m.)</b>	<b>3,972.64</b>
3	<b>Total Height (m)</b>	<b>25.97</b>
4	<b>Total ECS</b>	<b>145</b>

- a) This sections details the structural design specifications for various types of parking systems. This shall form integral part of the development obligations of the Contractor and the Contractor shall have to comply with these specifications.

### Parking Structure Design Specifications

Table for Design of Parking Structure	
Fixed Design Parameter	Permissible
Minimum dimension and weight of a car (General category) to be considered	Length – 5.00 m Width – 2.50m Height – 2.0m Weight –1800Kg
Minimum dimension and weight of a car	Length – 5.20m Width 2.50 – Height – 2.20m Weight -

(SUV category) to be considered	2500 Kg
Carriageway of pavement meant for parking circulation within the structure	Not less than 4.25 M, if one way, and not less than 7.5 M if it is two ways flow. Ramp slope shall be less than 1:10 Steep. Aisle width min. 6.0M
Required arrangement for convenient parking by physically challenged drivers (2% of total ECS capacity) will have to be provided.	

Table for Covenants for the Proposed Parking		
S. No.	Item Description	Covenant
1	Depth of construction below ground	Should not exceed one basement levels
2	Height of parking structure	Should not exceed Designated floors
3	Height of each basement floor	Should not exceed 4.5 m
4	Space for calculating one ECS within parking structure	Not less than 30m <sup>2</sup> per ECS for ground Floor covered parking and 32m <sup>2</sup> per ECS underground.

- b) Minimum delay is caused to users of the parking facility and the maximum queue length at any of the entry area the facility shall not ideally exceed three cars, at any point of time, except under exceptional circumstances.

Entry and Exit Area Specifications

**c) Location**

Location of the Entry and Exit Areas and of the driveways along with their connection to the road system should be made properly.

**d) Size**

The Entry and Exit Areas must be sized to allow drivers to safely and comfortably drive in and out the vehicle. Turning radii and width of drive aisles and minimum clear width of Entry and Exit Area shall be designed according to the respective needs and leaving adequate space to the left and right of the car for passengers to leave / enter the car and in accordance with Applicable Codes.

**e) Components**

CCTV cameras shall be installed inside the Entry and Exit Areas to ensure 24x7 monitoring of the parking facility. Cameras shall be installed to record digital photos of the physical condition of the car entering and exiting the premises. The images are also helpful to locate cars for drivers with a lost ticket and to validate damage claims as well as to detect any suspicious activity in the parking area.

All Entry and Exit Areas must comply with disability requirements.

The driveways for inbound and outbound traffic shall be designed to provide sufficient queuing spaces; simple visual signage and guidance shall clearly direct approaching traffic

off the street and into the Entry and Exit Areas. Respective commands via a visual message center shall be applied inside the Terminals for the drivers in such manner that an easy use of the system is possible.

Inbound / outbound traffic crossing shall be prevented.

As Entry and Exit Areas are the exchange station of the Parking Structure, special attention shall be directed to ease the “drive-in” and positioning of the car by the drivers (preferably by means of physical aids)

The Ticketing Station or access system shall be located outside the Entry and Exit Areas on the right side of the inbound traffic.

If the system has installed radio frequency access system, the readers shall have enough range to detect approaching vehicles from at least 9 meter outside of the Entry and Exit Areas.

**f) Fire Safety/ Fire Fighting**

Fire safety measures as recommended in applicable codes shall be implemented.

Construct the ‘Parking Facilities’ structure with non-combustible construction materials with a specified fire resistance. In addition, those portions of the facility used for the transport and / or storage shall have a finish of non-absorbent, non-combustible material.

Contractor shall make all provisions in the construction as per the Relevant Fire Safety Act as well as take all measures as per the rules and regulations including guidelines from Central Government, State Government and drafted by the ULB and any agency appointed by the government on the subject.

Sprinkler systems should be provided in the parking bays as per fire safety act.

**g) Ventilation**

Areas accessible to the public / drivers shall be equipped with sufficient ventilation.

Depending on the design of the Entry and Exit Areas, a ventilation of emissions may be required in that area.

Lighting/Accessibility for Maintenance

- Lighting in areas accessible to the drivers / public shall be properly illuminated.
- Energy Efficient Building
- The Contractor shall ensure energy efficient buildings/ infrastructure and energy management and shall follow Energy Conservation Building Code (ECBS) design norms while executing the Works.

**h) Minimum Passenger Amenities Requirements**

The Contractor shall develop passenger amenities (possibly even on commercial basis in the form of canteen / cafeteria) in the parking facility in accordance with the volumetric constraints as provided herein for the commercial and finally fixed as per the approved plans. These passenger amenities shall be a part of the parking facility and shall be in compliance with the Applicable Laws and in accordance with the Technical Requirements in this behalf. The passenger amenities area development is to be done as per the technical specifications mentioned in the document and good engineering practices.

The range of passenger amenities (on commercial basis) that shall be developed by the Contractor shall include but not limited to the following:

- WaitingHalls
- WC forLadies
- WC forGents

- Urinal forGents
- ParkingArea
- Drinking WaterSpots
- SeatingArrangements
- Dustbins
- Ramps for handicapped and Disabledpeople
- Public RelationsOffice
- WheelChairs.
- AMC room
- T&P room
- Parking waiting area

## **II. Construction Standards**

The Contractor shall follow National Building Codes for Purposes of Building Design & Specifications. For purposes of Road Work, relevant specifications of IRC and MORTH guidelines shall be followed.

All the items of work shall be executed as per CPWD specifications / relevant IS Codes and specifications. The design of facilities for the handicapped and the disabled people, like the toilets, bathrooms, ramps shall be designed as per the respective IS Codes. Fly ash as per directives of the Central / State Government to be used wherever applicable.

## **III. Approvals**

The Contractor shall be required to get the following approvals:

- Final Design/Concept Plans approved from NHIDCL. For this purpose, NHIDCL shall appoint “Project Engineer” who shall be responsible for day to day monitoring of works by theContractor.
- Structural Designs of Proposed Car Parking system Approval fromIIT/ NIT or as directed by Engineer- in charge.
- Detailed working drawings on the basis of actual work executed will be furnished by the Contractor to Project Engineer from time totime.
- Taking approvals & obtaining licenses for implementation and execution of the project from local bodies like municipality, connection from electricity board, Jal board, NGT (if needed) etc.
- Getting approval of the Final Bill of Quantityfrom the Project Engineer/ consultant. The decision of the Project Engineer shall be final in this respect.
- Performance tests shall be carried out on all/any items of work as directed by the Project Engineer. Should any item fail to pass thetests, the Contractor shall be given opportunity to take corrective measures and have the same re-testedto the satisfaction of the Project Engineer, who may at his sole discretion order dismantling of the whole or part of the works done and order the Contractor to reconstruct the same. The cost of all these operations and materials shallbebornebytheContractorwithoutanyextraclaim.

## **IV. Indicative Specifications**



1	OFFICEAREA	Flooring – Vitrified Tiles:Kajaria/Bell/Orient Walls – POP punning with acrylic emulsion paint: Asian/Berger Ceiling – Oil Bound Distemper: Asian/Berger Door/Window – Anodized/ Powder Coated Aluminum Door/Window
2	TOILETS & LOBBIES	Flooring – Anti skid Ceramic Tiles: Kajaria/Bell/Orient Walls – Ceramic Tiles on Walls: Kajaria/Bell/Orient Ceiling – Oil Bound Distemper: Asian/Berger Internal Door – Merino Pre-lam Doors Peripheral Door/ Windows - Anodized/ Powder Coated Aluminum Door/Window Fixtures – Approved Quality: Parko/Mark Jaguar Counters – Granite/Marble
3	COMMONAREAS	Flooring & Walls Electrical & Communication Fire Protection Works Staircases – Granite/ Marble Stone Fire Staircases – Kota Stone Lift/ Lobby - Granite/ Marble Stone Walls – POP punning with acrylic emulsion paint: Asian/Berger Ceiling – Oil Bound Distemper: Asian/Berger Concealed Copper Wiring : Havells/ Finolex/ Polycab Modular Switches: CPL/North West/ Havells/ Phillips Fire Fighting Systems as per applicable NBCC Norm (Part IV andPart III): Kirloskar/Jindal/AUDCO/DSS/GETECH/ASE

## V. Common Area and Facilities

### i) Water Supply Structures

The Contractor shall provide adequate number of Water Storage and Supply Structures in the form of Over Head Water Storage and Under Ground Water Storage Tanks. These tanks shall be of adequate capacity to meet the peak hour requirements of the parking and shall be designed and built as per relevant standards. Apart from meeting the user requirements, water storage shall be maintained for meeting the contingency requirements in case of fire or similar incidents.

The water supply distribution network shall be laid exclusively for the common area Facilities. Separate water supply meters shall be installed for usage by parking and common areas of the facility.

The Contractor shall provide adequate number of Sanitation structures along with proper flushing and cleaning arrangement.

### ii) Rain Water Harvesting Structures

The Contractor shall mandatorily provide rain water harvesting system in the building. This shall consist of a properly designed network which shall be cleaned and maintained at all times.

### iii) Solid Waste Management System

NR

### iv) Communication System

The Contractor shall provide a state-of-art communication system which shall primarily consist of telecommunication and networking equipment. These shall form the basic infrastructure for implementing the Management Information System in the parking facility.

Different maintenance staff of the Contractor should be accessible on call at all times. Preferably walky-talkies and wireless local loop phones shall be provided.

**v) Landscaping Area**

No area/pocket in the plot is to be left barren. Adequate landscaping shall be done in the Project Site Area. This area has to be suitably provided for improving the aesthetics of the parking facility. The pockets shall be properly illuminated and railings of suitable type shall be provided to boundary the area. Landscaped area shall be provided as a buffer between the passenger access area and the site.

<b>Table: Minimum Illumination Standards</b>		
Sr. No.	Project Component	Minimum Approximate Illumination (Lux)
1	Passenger Circulation Area	150
2	Administrative Office	150
3	Corridors	70
4	shops	70
5	Cloakroom	100
6	Toilets	100
7	Waiting room	150

**vi) Electricity Supply & Illumination Standards**

An electric sub-station shall be separately provided for the project, open areas, automated multilevel car parking etc. Separate electric meters shall be installed for usage by the parking operator.

Apart from the electric supply, in case of emergencies, there shall be provision for Standby Diesel Generator Sets of suitable capacity which shall be provided for the parking facility, open areas, Automated multilevel car parking in a non-polluting manner for providing electricity to the terminal during power breakdowns and power cuts. The project shall be adequately lit as per the minimum approximate illumination standards prescribed. During night time common areas and facilities should be sufficiently illuminated to ensure visibility and safety to users. High mast lighting can be provided to light up the open plaza area.

8	Parking Areas	
	SurfaceParking	50
	BasementParking	70
	Ramp	70
9	Roofs	20
10	External Lighting	20

## 6.2. SCHEDULES FORWORK

<b>NameofWork:</b>	<b>Construction, Operation &amp; Maintenance of Automated Multilevel car parking facility at Site adjoining Co-op Dept. Building, Kacheripady, Kochi, Kerala</b>	
<b>SCHEDULE A:</b>		
<b>SN</b>	<b>TITLE</b>	<b>PARTICULARS</b>
1	Contract No.	NHIDCL/_____/___/2020
2	NoticeInvitingTender(NIT)details	i)NITasuploadedonWebSiteonCPPPortal andon NHIDCL's official website.
3	Scopeandlocationofthe work:	Construction, supply, installation, testing and commissioning and Operation & Maintenance of Automated Multilevel car parking facility at Site adjoining <b>Co-op Dept. Building, Kacheripady</b> , Kochi, Kerala.
4	TimeScheduleforthework:	12 months
5.	List of Drawings	Section VI
6	List of changesin specifications	InadditiontoCPWDSpecifications,theadditionalSpecifica tionsforCarParking,aregiveninvolume II.
7	BillofQuantities(BoQ)	Uploaded separatelyonline
<b>SCHEDULE B :</b>		
Scheduleof materialsto beissuedtothecontractor		NIL
<b>SCHEDULE C :</b>		
Tools and Plants to be hired to the Contractor		NIL
<b>SCHEDULE D :</b>		
Extra Schedule for specific requirements / documents for the work, if any		<ul style="list-style-type: none"> <li>• Instructions to bidders</li> <li>• General Conditions of Contract</li> <li>• Additional Conditions of Contract</li> <li>• Special Conditions of Contract</li> <li>• Particular Specifications Refer</li> <li>• List of Approved makes Refer</li> <li>• Architectural/.Structural Drawings</li> </ul>

<b>SCHEDULE E : Reference to General Conditions of Contract</b>	
Clause 10 A List of testing equipment to be provided by the contractor at site lab.	As per Annexures of this document
Clause 10B (II) shall be applicable	Yes
Clause 10C shall be applicable	Yes
Clause 10CA shall be applicable	Yes
Clause 10CC shall be applicable	No
<b>SCHEDULE F</b>	
<b>Name of Work:</b>	<b>Construction, Operation &amp; Maintenance of Automated Multilevel car parking facility at Site adjoining Co-op Dept. Building, Kacheripady, Kochi, Kerala</b>
Estimated cost of work:	Rs. 20.29 Crore
i) Earnest money/EMD/Bid Security	Rs.20,28,728/-
iii) Performance Guarantee Submitted within 15 days from the issuance of letter of award.	5.00 % of tendered value
iv) Security Deposit/Retention Money (To be submitted from before the completion of period of one year of letter of award till the end of contract period)	5.00% of tendered value
<b>General Rules and Directions</b> Officer Inviting Tender  / Engineer-in-Charge / Accepting Authority Percentage on cost of materials & labour to cover all overheads & profits	<b>General manager (Tech)</b> <b>NHIDCL</b> 2 <sup>nd</sup> Floor, PTI Building, Parliament Street New Delhi-110001 Managing Director, NHIDCL 15% (Fifteen percent)
Standard Schedule of Rates	<ul style="list-style-type: none"> <li>• CPWD – DSR 2018 (Civil) for Civil works,</li> <li>• CPWD-DSR 2019 for Fire Fighting works/Wet Riser &amp; Sprinklers with upto date Correction slips.</li> <li>• CPWD-DPAR 2019 for STP with upto date Correction slips.</li> <li>• CPWD-DSR 2018 (E &amp; M) for Electrical works with update Correction slips</li> </ul>
Department	National Highway & Infrastructure Development Corporation Limited (NHIDCL)

Date of commencement of work			On 21 <sup>st</sup> day of issue of Letter of Award or the date of handing over of the site, whichever is later		
Time allowed for signing of Agreement			Within 10 days after submission of Performance Guarantee		
Time allowed for execution of work			12 months		
Clause – 1					
i)	Time allowed for submission of Performance Guarantee, from the date of issue of letter of acceptance/LOA		Within 15 days of receipt of Letter of acceptance with validity for 60 days after the contract period.		
ii)	Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i)		7 days		
Clause - 2					
Authority for fixing compensation under clause 2.			Competent Authority in NHIDCL		
Clause – 2A					
Whether Clause 2A shall be applicable (Yes / No)			Yes		
Clause – 5					
Number of days from the date of issue of Letter of Acceptance for reckoning date of start.			On 15 <sup>th</sup> day of issue of Letter of Award or the date of handing over of the site, whichever is later.		
Mile Stone(s) as per table given below					
TABLE OF MILE STONE(S)					
Sl. No.	Description of Milestone		Time in Months from date of start of project		Amount to be with-held in case of non-achievement of milestone
	Physical (Cumulative)	Financial (Cumulative) (In Cr)	From (Month)	To (Month)	
1	15 %	3	0	2	
2	35 %	6	2	5	
3	60 %	9	5	8	
4	75 %	12	8	10	
5	100 %	17	10	12	
Time allowed for execution of work			12 months		
Schedule of Handing over of Site			Within 15days after issue of Letter of Award		

Schedule for issue of designs	Shall be notified to contractor after the finalization of agreement.
Authority to decide: Extension of time Rescheduling of milestones Shifting of date of start in case of delay in handing over of site	Competent Authority in NHIDCL
Clause 5.1 (b-iii) Recovery for non-submission of Progress Chart & progress	Rs. 5,000 /- per week.
<b>Clause – 6:</b>	Min amount of gross work done : Rs. 50,00,000/-
<b>Clause 6 A :</b> Measurement of work done	To be maintained by contractor. The engineer in charge shall be duly submitted with a copy of
<b>Clause – 6 B Milestones</b>	<b>As per clause 5</b>
<b>Clause – 7:</b>	Rs. 50,00,000/- (Rs. Fifty Lakh)
<b>Clause 7 A :</b> Whether clause 7A shall be applicable (Yes / No)	Yes
<b>Clause – 10B (ii) ( Mobilization Advance) :</b>	Yes
<b>Clause 10CC :</b>	Not applicable
Schedule of component of other materials , labour & POL for price escalation	
Component of civil/electrical other works components expressed as percentage of total value of work – X	Not applicable
Component of Labour - expressed as percent of total value of work-Y	Not applicable
Component of Fuel, Oil and Lubricant expressed a percent of total value of work – Z	Not applicable
<b>Clause – 11 :</b>	
Specifications to be followed execution of this work	As baseline for technical specs to be submitted by the bidder

<p>CPWD Specifications (Vol – I) – 2019 with update for Correction slips</p> <p>CPWD Specifications (Vol – II) – 2019 with update Correction slips</p> <p>a) CPWD General Specification for Electrical work Part – I: Internal 2013 s amended up to date.</p> <p>b) CPWD General Specification for Electrical work Part – II: External as amended up to date.</p> <p>c) CPWD General Specification for Electrical work Part – III: Lift and escalators as amended u to date.</p> <p>d) CPWD General Specification for Electrical work Part – IV: Sub Station - 2013 as amended to date. Wet riser and Sprinkler as amended up to date.</p> <p>CPWD General Specification for Electrical works Part – V:</p> <p>e) CPWD General Specification for Electrical works Part – VI: Fire Detection and Alarm System - 2018 as amended up to date.</p> <p>f) CPWD General Specification for Electrical works Part – VII: D. G. Sets – 2013 as amended up to date.</p> <p>g) CPWD General Specification for Electrical works Part–VIII: Gas Based Fire Extinguishing System - 2013 as amended up to date.</p> <p>h) General Specifications for Heating, Ventilation &amp; Air-Conditioning (HVAC) – 2017 as amended up to date</p>			
<p>Additional specifications as specified in the contract agreement. Relevant BIS/ISI codes etc &amp; standards shall be followed. In case of non-availability of any standard, the manufacturer's specifications shall be followed. The Decision of the Engineer- in-charge or the Officer authorized by the Employer shall be final, in case of any contradiction. The standards and specifications with correction slips to be followed upto last date of submission/uploading of bid.</p>			
<b>Clause –12: Deviation limits</b>			
<b>Type of work: Project and Original Work</b>			
12.2 & 12.3	i)	Deviation Limit beyond which Clause 12.2 & 12.3 shall apply for building work above plinth level	30%
12.5	i)	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work sub head in DSR & related items)	100%
	ii)	Deviation Limit for items mentioned in	100%
<b>Clause – 16 :</b>			



Competent Authority for deciding reduced rates			As per power delegated by MD, NHIDCL		
Clause-17:					
Contractor liable for damages, defects during maintenance period			Entirety of contract Period to the effect of force of forfeiture of performance guarantee and security deposit and additional penalties as deemed applicable under the terms of contract.		
Clause – 18:					
List of mandatory machinery, tools & plants to be deployed by the contractor at site			As per Para 2, Clause 15 of Additional Conditions of Contract		
Clause 19:					
Clause 19 C : Authority to decide penalty for each default			As per power delegated by MD, NHIDCL		
Clause 19 D : Authority to decide penalty for each default			As per power delegated by MD, NHIDCL		
Clause 19 G : Authority to decide penalty for each default			As per power delegated by MD, NHIDCL		
Clause 19 K : Authority to decide penalty for each default			As per power delegated by MD, NHIDCL		
Clause 24 :					
Life Cycle Cost					
Items covered under Life Cycle Cost for removal of construction defects			Structural/ civil works, Water Proofing Work, Structural Glazing, DG Set, MEP works, landscaping. Automated Car Parking System Equipment/ Car Management System, MEP Equipment, Third party damages.		
Clause – 32 :					
Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/Technical representative	Nos.	Rate per month per person at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 32
1	BE / B. Tech	Civil	Project Manager cum Quality Control – Team Leader	1	Rs. 60,000/- (Rs. Sixty thousand) per month
2.	BE / B. Tech	Electrical	Project Engineer Site cum Quality Control	1	Rs. 40,000/- (Rs. Forty thousand) per month
3.	BE / B. Tech	Mechanical	Project Engineer Site cum Quality Control	1	Rs. 40,000/- (Rs. Forty thousand) per month

4.	Diploma	Civil	Site Engineer	1	Rs. 30,000/- , (Rs. Thirty thousand)per month
5.	Diploma	Electrical	Site Engineer	1	Rs. 30,000/- , (Rs. Thirty thousand) per month

**Note:**

- The Project Manager should have experience of at least one similar nature of work. Assistant Engineers & retired from Govt. services that are holding Diploma will be treated at par with Graduate Engineers.
- The contractor to deploy adequate Nos. of technicians, foreman, supervisors, safety officer, labour welfare officer, storekeeper & office staff till completion of works.

The contractor to submit deployment schedule of all the above- mentioned staff before commencement of

**Clause -38:**

(i)	(a) Schedule/statement for determining theoretical quantity of cement, steel & Bitumen	CPWD-DSR2018 with upto date correction slips issued upto last date of issue of tender
	Reimbursement of Taxes levies etc	Not applicable

**(ii) Variations permissible on theoretical quantities.**

A	<b>Cement</b>	
	i) For works with estimated cost put to tender not more	3% plus/minus
	ii) for works with estimated cost put to tender more than	2% plus/minus
B	Bitumen for All works	2.5 % plus & only nil on minus side
C	Steel reinforcement and structural steel sections for	2 % plus / minus
D	All other materials	Not applicable

**RECOVERY RATES-**

Item	Description of Excess wastage permissible limit	Rates in figures & words at which recovery shall be made from the Contractor Beyond Less use
Cement	Nil	Rs. 7,500/- per MT*
Steel reinforcement	Nil	Rs. 45,000/- per MT*

\*Important Note: Recovery rates for materials given above are only for regulating operation of clause 38. The tenderers are requested to consider prevailing market rates while quoting the rates.

### **SCHEDULE E : Reference to General Conditions of Contract**

Clause 10 A List of testing equipment to be provided by the contractor at site lab.	As per Annexures of this document
Clause 10B (II) shall be applicable	Yes
Clause 10C shall be applicable	Yes
Clause 10CA shall be applicable	Yes
Clause 10CC shall be applicable	No

### **SCHEDULE F**

<b>Name of Work:</b>	<b><u>Construction, Operation &amp; Maintenance of AutomatedMultilevel car parking facility at Site adjoining Co-op Dept. Building, Kacheripady, Kochi, Kerala</u></b>	
Estimated cost of work:		
i) Earnest money/EMD/Bid Security		
v) Performance Guarantee Submitted within 15 days from the issuance of letter of award.	5.00 % of tendered value	
vi) Security Deposit/Retention Money (To be submitted from before the completion of period of one year of letter of award till the end of contract period)	5.00% of tendered value	
<b>General Rulesand Directions</b> Officer InvitingTender  / Engineer-in-Charge / AcceptingAuthority Percentageoncostofmaterials&labourtocoverall overheads&profits	<b>General manager(Tech)NHIDCL</b> 2 <sup>nd</sup> Floor, PTI Building,ParliamentStreetNew Delhi-110001 ManagingDirector,NHIDCL 15% (Fifteenpercent)	
StandardScheduleofRates	<ul style="list-style-type: none"> <li>• CPWD–DSR2018(Civil)forCivilworks,</li> <li>• CPWD-DSR2019forFireFightingworks/WetRiser&amp;Sprinklerswithupto dateCorrection slips.</li> <li>• CPWD-DPAR2019forSTPwithuptodateCorrection slips.</li> <li>• CPWD-DSR2018(E&amp;M)forElectrical works withupdate Correction slips</li> </ul>	

Department			National Highway & Infrastructure Development Corporation Limited (NHIDCL)		
Date of commencement of work			On 21 <sup>st</sup> day of issue of Letter of Award or the date of handing over of the site, whichever is later		
Time allowed for signing of Agreement			Within 10 days after submission of Performance Guarantee		
Time allowed for execution of work			12 months		
<b>Clause –1</b>					
i)	Time allowed for submission of Performance Guarantee, from the date of issue of letter of acceptance/LOA		Within 15 days of receipt of Letter of acceptance with validity for 60 days after the contract period.		
ii)	Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period		7 days		
<b>Clause-2</b>					
Authority for fixing compensation under clause 2.			Competent Authority in NHIDCL		
<b>Clause –2A</b>					
Whether Clause 2A shall be applicable (Yes/No)			Yes		
<b>Clause –5</b>					
Number of days from the date of issue of Letter of Acceptance for reckoning date of start.			On 15 <sup>th</sup> day of issue of Letter of Award or the date of handing over of the site, whichever is later.		
Mile Stone(s) as per table given below					
TABLE OF MILE STONE(S)					
Sl. No.	Description of Milestone		Time in Months from date of start of project		Amount to be with-held in case of non-achievement of milestone
	Physical (Cumulative)	Financial (Cumulative) (In Cr)	From (Month)	To (Month)	
1	15%	3	0	2	0.4% of the contract amount will be withheld for non-achievement of each milestone.
2	35 %	6	2	5	
3	60 %	9	5	8	
4	75%	12	8	10	
5	100 %	17	10	12	
Time allowed for execution of work			12 months		

Schedule of Handing over of Site	Within 15 days after issue of Letter of Award
Schedule for issue of designs	Shall be notified to contractor after the finalization of agreement.
Authority to decide: Extension of time Rescheduling of milestones Shifting of date of start in case of delay in handing over of site	Competent Authority in NHIDCL
Clause 5.1(b-iii) Recovery for non-submission of Progress Chart & progress	Rs. 5,000 /- per week.
<b>Clause –6:</b>	Min amount of gross work done : Rs. 50,00,000/-
<b>Clause 6 A :</b> Measurement of work done	To be maintained by contractor. The engineer in charge shall be duly submitted with a copy of measurement of work during the contract period.
<b>Clause –6 B Milestones</b>	<b>As per clause 5</b>
<b>Clause –7:</b>	Rs. 50,00,000/- (Rs. Fifty Lakh)
<b>Clause 7 A :</b> Whether clause 7 A shall be applicable (Yes/No)	Yes
<b>Clause –10 B (ii) (Mobilization Advance) :</b>	Yes
<b>Clause 10 CC:</b>	Not applicable
Schedule of component of other materials , labour & POL for price escalation	
Component of civil/electrical other works component expressed as percentage of total value of work –X	Not applicable
Component of Labour -expressed as percent of total value of work –Y	Not applicable
Component of Fuel, Oil and Lubricant expressed as percent of total value of work –Z	Not applicable
<b>Clause –11 :</b>	
Specification to be followed execution of this work	As baseline for technical specs to be submitted by the bidder

<p>CPWD Specifications (Vol – I) – 2019 with update for Correction slips</p> <p>CPWD Specifications (Vol – II) – 2019 with update Correction slips</p> <p>a) CPWD General Specification for Electrical work Part – I: Internal 2013 s amended up to date.</p> <p>b) CPWD General Specification for Electrical work Part – II: External as amended up to date.</p> <p>c) CPWD General Specification for Electrical work Part – III: Lift and escalators as amended u to date.</p> <p>d) CPWD General Specification for Electrical work Part – IV: Sub Station - 2013 as amended to date. Wet riser and Sprinkler as amended up to date.</p> <p>CPWD General Specification for Electrical works Part – V:</p> <p>e) CPWD General Specification for Electrical works Part – VI: Fire Detection and Alarm System - 2018 as amended up to date.</p> <p>f) CPWD General Specification for Electrical works Part – VII: D. G. Sets – 2013 as amended up to date.</p> <p>g) CPWD General Specification for Electrical works Part–VIII: Gas Based Fire Extinguishing System - 2013 as amended up to date.</p> <p>h) General Specifications for Heating, Ventilation &amp; Air-Conditioning (HVAC) – 2017 as amended up to date.</p>			
<p>Additional specifications as specified in the contract agreement. Relevant BIS/ISI codes etc &amp; standards shall be followed. In case of non-availability of any standard, the manufacturer's specifications shall be followed. The Decision of the Engineer- in-charge or the Officer authorized by the Employer shall be final, in case of any contradiction. The standards and specifications with correction slips to be followed upto last date of submission/uploading of bid.</p>			
<p><b>Clause–12:Deviationlimits</b></p>			
<p><b>Typeofwork:ProjectandOriginalWork</b></p>			
12.2&12.3	i)	Deviation Limit beyond which Clause 12.2 & 12.3 shall apply for building work above plinth level	30%
12.5	i)	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work sub head in DSR & related items)	100%
	ii)	Deviation Limit for items mentioned in earth work sub head of DSR and related items)	100%
<p><b>Clause –16:</b></p>			

Competent Authorityfor decidingreducedrates			As perpower delegated by MD,NHIDCL		
Clause-17:					
Contractor liablefordamages,defectsduringmaintenanceperiod			Entirety of contract Period to the effect of force of forfeiture of performance guarantee and security deposit and additional penalties as deemed applicable under the terms of contract.		
Clause –18:					
List of mandatorymachinery,tools&plants to be deployedby thecontractoratsite			AsperPara2,Clause15ofAdditionalConditionsof Contract		
Clause19:					
Clause19 C : Authority to decidepenalty for eachdefault			As perpower delegated by MD,NHIDCL		
Clause19 D : Authority to decidepenalty foreachdefault			As perpower delegated by MD,NHIDCL		
Clause19 G: Authority to decidepenalty for eachdefault			As perpower delegated by MD,NHIDCL		
Clause19 K: Authority to decidepenalty for eachdefault			As perpower delegated by MD,NHIDCL		
Clause24 :					
Life Cycle Cost					
Items covered under Life Cycle Cost for removal of construction defects			Structural/ civil works, Water Proofing Work, Structural Glazing, DG Set, MEP works, landscaping. Automated Car Parking System Equipment/ Car Management System, MEP Equipment, Third party damages.		
Clause –32 :					
Sl. No.	MinimumQualifi cation ofTechnicalRepr esentative	Discipline	Designation(Principal Technical/Technical representative	Nos.	Rate permonthperpersonat which recoveryshall bemadefrom the contractorintheevent of notfulfillingprovisionof clause32
1	BE/B.Tech	Civil	ProjectManagercumQuality Control–TeamLeader	1	Rs. 60,000/- (Rs. Sixty thousand)permonth
2.	BE/B.Tech	Electrical	Project Engineer Site cumQuality Control	1	Rs. 40,000/- (Rs. Forty thousand)permonth
3.	BE/B.Tech	Mechanical	Project Engineer Site cumQuality Control	1	Rs. 40,000/- (Rs. Fortythousand)permonth

4.	Diploma	Civil	Site Engineer	1	Rs. 30,000/- , (Rs. Thirtythousand)permonth
5.	Diploma	Electrical	Site Engineer	1	Rs. 30,000/- , (Rs. Thirtythousand) permonth

**Note:**

- The Project Manager should have experience of at least one similar nature of work Assistant Engineers & retired from Govt. services that are holding Diploma will be treated at par with Graduate Engineers.
- The contractor to deploy adequate Nos. of technicians, foreman, supervisors, safety officer labour welfare officer, storekeeper & office staff till completion of works.

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

**Clause-38:**

(i)	(a) Schedule/statement for determining theoretical quantity of cement, steel & Bitumen	CPWD-DSR2018 with upto date correction slips issued upto last date of issue of tender
	Reimbursement of Taxes levies etc	Not applicable
<b>(ii)</b>	<b>Variationspermissibleontheoreticalquantities.</b>	

A	<b>Cement</b>	
	i) For works withestimatedcostput to	3% plus/minus
	ii) for works with estimated cost put to tender more than Rs. 25 Lakh	2% plus/minus
B	BitumenforAllworks	2.5 % plus & only nil on minus side
C	Steelreinforcementandstructura lsteelsectionsforeachdiameter,s	2 % plus / minus
D	Allother materials	Not applicable

**RECOVERY RATES-**

Item	Description of Excess wastage permissible limit	Rates in figures & words at which recovery shall be made from the Contractor Beyond Less use
Cement	Nil	Rs. 7,500/- per MT*



Steel reinforcement	Nil	Rs. 45,000/- per MT*
*Important Note: Recovery rates for materials given above are only for regulating operation of clause 38. The tenderers are requested to consider prevailing market rates while quoting the rates.		

## SECTION V

### 6.3. APPENDICES AND FORMS

#### 6.3.1. FORMS (PART A) TO BE ATTACHED WITH TECHNICAL PROPOSAL

##### APPENDIX A I- A

##### Details of Relevant Staff to Be Deployed and Main Employees of the Firm

S. no	Name of the employee	Father's/ husband's name	Nature of employment	Period of actual employment	Date on which notice of Confirmation given
1					
2					
3					
4					
5					
6					
7					

## APPENDIX A 1-B

### FORMAT FOR COVERING LETTER-CUM-PROJECT UNDERTAKING

Managing Director, NHIDCL  
2<sup>nd</sup> floor PTI building,  
Sansad Marg, New Delhi-110001

Dear Sir,

**Subject: Letter of interest for** Construction, commissioning, Operation & Maintenance of Automated  
Multilevel car parking facility at Site adjoining **Co-op Dept. Building, Kacheripady**, Kochi, Kerala

Being duly authorized to represent / act on behalf of \_\_\_\_\_ (hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the information provided in the Request for Proposal (RFP) document provided to us by NHIDCL in respect of the captioned Project, the undersigned hereby submits the Proposal in response to the RFP.

We confirm that our Proposal is valid for a period of 180 days from \_\_\_\_\_ (Proposal Due Date).

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Construction Agreement, a draft of which also forms a part of the RFP document provided to us.

---

Signature of the Authorized Person

---

Name of the Authorized Person

Date \_\_\_\_\_

**Note:**

1. on the Letterhead of the Bidder or Lead Member of Consortium
2. To be signed by the Lead Member in case of a Consortium.
3. Or by his authorized person.

## APPENDIX - A2

## FORM OF BANK GUARANTEE

WHEREAS

(Name of Tenderer) (Hereinafter called the Tenderer) wishes to submit his tender for  
 “\_\_\_\_\_”. “herein called the Tender” KNOW ALL MEN by these present that we \_\_\_\_\_ (Name of  
 Bank) of \_\_\_\_\_ (Name of country) having our registered office at (

) (hereinafter called the 'Bank') are bound unto the **national Highways and infrastructures Development Corporation Limited** (hereinafter called "the Employer") in

The sum of the Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) \*for which Payment can truly be made to the said Employer. The Bank bind themselves, their successors and assigns by these presents with the common seal of the Bank this day \_\_\_\_ of 20\_\_ and undertake to pay the amount of \_\_\_\_ Rs. \_\_\_\_ to the employer upon receipt of this written demand without the employer having to substantiate his demand.

The conditions of this obligation are:

If the tenderer withdraws his tender during the period of Tender validity specified in the Form of Tender.

Or

If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of tender validity.

- (a) Fails or refuses to execute the Form of Agreement in accordance with the instructions to bidders, if required; or
- (b) Fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

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

This guarantee shall also be operable at our ....., New Delhi, 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.

This guarantee will remain in force up to and including the date 45 days beyond the validity of the bid stated in the Instructions to Bidders or as it may be extended by the Employer, at any time prior to the closing date for submission of the Tenders Notice of which extension to the Bank is hereby waived. Any demand in respect of this guarantee should be made on the Bank on or before the date of expiry of this guarantee.

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 \_\_\_\_\_.

Construction, Operation & Maintenance of  
Automated multilevel car parking facility at  
Site adjoining **Co-op Dept. Building, Kacheripady**, Kochi, Kerala

RFP I

Request for Proposal

all our liability under this guarantee shall cease.

**SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK NAME,  
DESIGNATION**, Seal and address with Phone/Fax no. of the Bank

Signature of Witness

Name of Witness

Address of the Witness

## APPENDIX - A3 A

### FORM OF BANK GUARANTEE [Performance Security/Additional Performance Security]

The Managing Director, NHIDCL,  
PTI Building, 4 Parliament Street,  
Sansad Marg Area, New Delhi,  
Delhi 110001

#### WHEREAS:

\_\_\_\_\_ [Name and address of contractor] (Hereinafter called "the Contractor") and [NHIDCL], ("the Authority") have entered into an agreement (the "Agreement") for "Construction of \_\_\_\_\_" subject to and in accordance with the provisions of the Agreement.

The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period and Defects Liability Period and maintenance period (as defined in the Agreement) in a sum of Rs. .... Crore (Rupees .... Crore) (the "Guarantee Amount").

We, through our branch at (the "Bank") have agreed to furnish this bank guarantee (hereinafter called the "Guarantee") by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

- 1) The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during and under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the guarantee amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
- 2) A letter from the Authority, under the hand of an officer not below the rank of MD, **NHIDCL**, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Contractor for any reason whatsoever.
- 3) In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

- 4) It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
- 5) The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
- 6) This Guarantee is in addition to and not in substitution of any other guarantee
- 7) or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
- 8) Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
- 9) The Performance Security shall cease to be in force and effect upto 60 (ninety) days after the end of the Defects Liability Period
- 10) The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
- 11) Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
- 12) This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in para 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.
- 13) This guarantee shall also be operable at our Branch at New Delhi, 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 thereunder claimed, the

said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation

- 14) Intimation regarding issuance of this Bank Guarantee shall be sent to Authority's Bank through SFMS gateway as per the details below:

Table 2

S.No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC SYNB0009062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank Transport Bhawan, 1st Parliament Street, New Delhi-110001

Signed and sealed this ..... Day of ..... 20..... At .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature) (Name) (Designation) (Code Number) (Address) NOTES:

The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

## APPENDIX - A3 B

### Form for Guarantee for Advance Payment

The Managing Director, PTI Building,  
4 Parliament Street,  
Sansad Marg Area, New Delhi,  
Delhi 110001

#### WHEREAS:

(A) [name and address of contractor] (Hereinafter called "**the Contractor**") has executed an agreement (hereinafter called the "Agreement") with the [NHIDCL], (hereinafter called "**the Authority**") for the  
"  
\_\_\_\_\_ " (Name of the work) through Item Rate Basis Contract, subject to and in accordance with the provisions of the Agreement.

(B) In accordance with Clause 10B (ii or iii) of the Agreement, the Authority shall make to the Contractor an interest bearing @Bank Rate + 3% advance payment (herein after called "Advance Payment") equal to 10% (ten per cent) of the Contract Price; and that the Advance Payment shall be made in two installments subject to the Contractor furnishing an irrevocable and unconditional guarantee by a scheduled bank for an amount equivalent to 110% (one hundred and ten percent) of such installment to remain effective till the complete and full repayment of the installment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement. The amount of

{first/second} installment of the Advance Payment is Rs. \_\_\_\_\_ cr.  
(Rupees crore) and the amount of this Guarantee is Rs. cr. (Rupees \_\_\_\_\_  
\_\_\_\_\_ crore)  
(the "Guarantee Amount")

(C) We, \_\_ throughout branch at (the "Bank") have Agreed to furnish this bank guarantee (hereinafter called the "Guarantee") for the Guarantee Amount.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

- 1) The Bank hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid installment of the Advance Payment under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein
- 2) A letter from the Authority, under the hand of an officer not below the rank of [General Manager in the National Highways & Infrastructure Development Corporation Ltd.], that the Contractor has committed default in the due and
- 3) Faithful performance of all or any of its obligations for the repayment of the installment of the Advance Payment under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to



whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever

- 4) In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
- 5) It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
- 6) The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Advance Payment or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
- 7) This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Advance Payment.
- 8) Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
- 9) The guarantee shall cease to be in force and effect 90 (ninety) days after
- 10) The end of the one year from the date of payment of the installment of the Advance Payment, as set forth in Clause 10B of the Agreement.
- 11) The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
- 12) Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in

proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

- 13) This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in para 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.
- 14) This guarantee shall also be operable at our..... Branch at New Delhi, 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 thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
- 15) Intimation regarding issuance of this Bank Guarantee shall be sent to Authority's Bank through SFMS gateway as per the details below:

Table 3

S.No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC SYNB0009062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank Transport Bhawan, 1st Parliament Street, New Delhi-110001

Signed and sealed this ..... day of ..... 20..... at ..... SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by: (Signature) (Name) (Designation) (Code Number)  
(Address)

## APPENDIX - A3 C

### FORM OF BANK GUARANTEE

[FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS/ STRUCTURAL GLAZING /DG SET/AUTOMATED PARKING SYSTEM/GYM EQUIPMENT]

To

Address of Employer: \_\_\_\_\_

WHEREAS\_[Name and address of Contractor(s)] (hereinafter called “the contractors”) has undertaken, in pursuance of Contract No. dated\_\_to provide the services on terms and conditions set forth in this Contract\_[Name of contract and brief description of works](hereinafter called the “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor(s) shall furnish you with a Bank Guarantee by a recognized bank for the sum specified there in as security for removal of defects after completion of work in respect of WATER PROOFING WORKS/ STRUCTURAL GLAZING /DG SET/ Automated Shuttle Parking System /GYM EQUIPMENT Mentioned in the Bill of Quantities in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor(s) such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor(s) up to a total of amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), 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 Rupees Two Lakhs 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 Contractors 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 services to be performed there under or of any of the Contract documents which may be made between you and the Contractor(s) shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

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

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ Lakh only) and the guarantee shall remain valid till \_\_\_\_\_ (\_\_\_\_\_ years (from date of completion of work), unless a claim or a demand in writing is made up on us on or before all our liability under this guarantee shall cease.

This guarantee shall be valid for a period of \_\_\_\_\_ (\_\_\_\_\_) years (from date of completion of work) i.e. upto .....

This guarantee shall also be operable at our.....Branch at New Delhi (Complete Address of bank branch is mandatory), 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 guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NHIDCL, details of which is as under:

Table 4

S.No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC SYNB0009062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank Transport Bhawan, 1st Parliament Street, New Delhi-110001

Signature and Seal of the Guarantor\_\_\_\_\_In  
presence of Name and Designation 1.  
Name of the Bank (Name, Signature& Occupation)

Address 2.

(Name & Occupation)

Date\_\_\_\_\_

<sup>1</sup>Give names of all partners if the Consultants is a Joint Venture.

## APPENDIX - A3 D

### Bank Guarantee for BID Security

B.G No. Dated:

- 1 In consideration of you, \_\_\_\_\_, having its office at \_\_\_\_\_, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of \_\_\_\_\_ and having its registered office at \_\_\_\_\_ (and acting on behalf of its JV) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for Construction of \_\_\_\_\_ at \_\_\_\_\_ on Item Rate basis

(hereinafter referred to as “the Project”) pursuant to the RFP Document dated\_\_\_ issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 14 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs.\_\_\_\_ (Rupees\_\_only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amount due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.\_\_\_\_(Rupees\_\_\_\_\_Only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the BID Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faith fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any

of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise here under shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. \_\_\_\_\_Crore (Rupees\_crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [ (indicate date falling 180 days after the BID Due Date)].
14. This guarantee shall also be operable at our\_Branch at New Delhi, 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.
15. Intimation regarding issuance of this Bank Guarantee shall be sent to Authority's Bank through SFMS gateway as per the details below:

S.No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC SYNB0009062

4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank Transport Bhawan, 1st Parliament Street, New Delhi-110001
S. No.	Particulars	Details

Signed and Delivered by ..... Bank

By the hand of Mr. /Ms ....., its and authorized official.

(Signature of the Authorized Signatory)

## APPENDIX A4-A

### FORM OF AGREEMENT

This agreement made the \_\_\_\_ day of \_20\_\_ between the **National Highways and Infrastructures Development Corporation Limited** of, 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 of the execution of certain works, **viz** “ \_\_\_\_\_

\_\_\_\_\_”. AND WHEREAS pursuant to the bid submitted by the Contractor, vide \_\_ (here in after referred to as the “BID” or “OFFER”) for the execution of works, the Employer by his letter of acceptance dated \_\_\_\_ accepted the offer submitted by the Contractor for the execution and completion of such works and the remedying of any defects thereon, on terms and conditions in accordance with the documents listed in 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 pursuant to the bid submitted by the Contractor vide \_\_\_\_\_ (Hereinafter referred to as the “the Offer”), the employer has by his letter of acceptance no. \_\_\_\_\_ dated \_\_ 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 in the conditions of particular application and condition included hereinafter;

AND WHEREAS the contractor has agreed to undertake such works and has furnished a performance security pursuant to clause 7.1 of Section-3.

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, if any
- e) Conditions of Contract f) Bill of Quantities
- g) Any other document

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:

**Binding Signature of Employer \_**

For and on behalf of NHIDCL

**Binding Signature of Contractor \_\_\_\_\_**

In the presence of In the Presence of

1. Name: 1. Name: Address: Address:

2. Name: 2. Name: Address: Address:

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Construction, Operation & Maintenance of  
Automated multilevel car parking facility at  
Site adjoining **Co-op Dept. Building, Kacheripady**, Kochi, Kerala

RFP I

Request for Proposal

For and on behalf of NHIDCL

**Binding Signature of Contractor** \_\_\_\_\_

In the presence of In the Presence of

1. Name:            1. Name: Address:            Address

2. Name:            2. Name: Address:            Address

## APPENDIX – A4-B

### INTEGRITY PACT

BETWEEN

**National Highways Infrastructures Development Corporation Limited** (CLIENT) hereinafter referred to as "EMPLOYER",

And

\_\_\_\_\_ hereinafter referred to as "**The Bidder/Contractor**"

#### Preamble

EMPLOYER intends to award, under laid-down organizational procedures, contract(s) for \_\_\_\_\_ Package. EMPLOYER values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidders/ Contractors.

In order to achieve these goals, EMPLOYER and the above named Bidder/Contractor enter into this agreement called '**Integrity Pact**' which will form a part of the bid.

It is hereby agreed by and between the parties as under:

#### Section I - Commitments of EMPLOYER

- (1) EMPLOYER commits itself to take all measures necessary to prevent corruption and to observe the following principles :
  - a) No employee of EMPLOYER, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.
  - b) EMPLOYER will, during the tender process treat all Bidder(s) with equity and fairness. EMPLOYER will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - (c) EMPLOYER will exclude from evaluation of Bids its such employee(s) who has any personnel interest in the Companies/Agencies participating in the Bidding/Tendering process
- (2) If Chairman and Managing Director obtains information on the conduct of any employee of EMPLOYER which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, he will inform its Chief Vigilance Officer and in addition can

initiate disciplinary actions under its Rules.

## **Section II - Commitments of the Bidder/Contractor**

- (1) The Bidder/Contractor commits 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 Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to EMPLOYER, or to any of EMPLOYER'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 an advantage during the tender process or the execution of the contract.
  - b) The Bidder/Contractor will not enter into any illegal agreement or understanding, whether formal or informal with other Bidders/Contractors. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c) The Bidder/Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Bidder/Contractor will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by EMPLOYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.
  - e) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
  - f) The Bidder/Contractor will not misrepresent facts or furnish false/forged documents/informations in order to influence the bidding process or the execution of the contract to the detriment of EMPLOYER.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section III- Disqualification from tender process and exclusion from future contracts**

- (1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, EMPLOYER may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.
- (2) If the Bidder/Contractor has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, EMPLOYER may after following due procedures

also exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/ Contractor and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 3 years.

- (2) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, EMPLOYER may revoke the exclusion prematurely.

#### **Section IV - Liability for violation of Integrity Pact**

- (1) If EMPLOYER has disqualified the Bidder from the tender process prior to the award under Section III, EMPLOYER may forfeit the Bid Guarantee under the Bid.
- (2) If EMPLOYER has terminated the contract under Section III, EMPLOYER may forfeit the Contract Performance Guarantee of this contract besides resorting to other remedies under the contract.

#### **Section V- Previous Transgression**

- (1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government NHIDCL 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 the contract, if already awarded, can be terminated for such reason.

#### **Section VI - Equal treatment to all Bidders / Contractors**

- (1) EMPLOYER will enter into agreements with identical conditions as this one with all Bidders.
- (2) EMPLOYER will disqualify from the tender process any bidder who does not sign this Pact or violate its provision

#### **Section VII - Punitive Action against violating Bidders / Contractors**

If EMPLOYER obtains knowledge of conduct of a Bidder or a Contractor or his subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if EMPLOYER has substantive suspicion in this regard, EMPLOYER will inform the Chief Vigilance Officer (CVO).

#### **Section VIII - Independent External Monitor/Monitors**

- (1) EMPLOYER has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India, out of which one of the IEMs has been indicated in the NIT/IFB.
- (2) The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of access to all project documentation. The IEM may examine any complaint received by him and submit a report to Chairman-cum-Managing Director, EMPLOYER, at the earliest. He may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act. However, for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any

- tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records, conduct the investigations and submit report to Chairman-cum-Managing Director, EMPLOYER, giving joint findings.
- (2) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman-cum-Managing Director, EMPLOYER.
  - (3) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of EMPLOYER related to this contract including that provided by the Contractor/Bidder. The Bidder/Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. EMPLOYER will provide to the IEM information as sought by him which could have an impact on the contractual relations between EMPLOYER and the Bidder/Contractor related to this contract.
  - (4) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Chairman-cum-Managing Director, EMPLOYER and request the Chairman-cum-Managing Director, EMPLOYER to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to EMPLOYER and the Bidder/Contractor, as deemed fit, to present its case before making its recommendations to EMPLOYER.
  - (5) The IEM will submit a written report to the Chairman-cum-Managing Director, EMPLOYER within 8 to 10 weeks from the date of reference or intimation to him by EMPLOYER and, should the occasion arise, submit proposals for correcting problematic situations.
  - (6) If the IEM has reported to the Chairman-cum-Managing Director, EMPLOYER, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairman-cum-Managing Director, EMPLOYER has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.
  - (7) The word '**IEM**' would include both singular and plural.

#### **Section IX - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

#### **Section X - Other Provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of EMPLOYER. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing. If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.
- (3) Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).
- (4) Views expressed or suggestions/submissions made by the parties and the recommendations of the IEM in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.
- (5) 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.

\_\_\_\_\_  
(For & On behalf of EMPLOYER)  
(Office Seal)

\_\_\_\_\_  
(For & On behalf of Bidder/Contractor)  
(Office Seal)

Place: \_\_\_\_\_

Witness 1 : \_\_\_\_\_  
(Name & Address) \_\_\_\_\_

Date: \_\_\_\_\_

Witness 2 : \_\_\_\_\_  
(Name & Address) \_\_\_\_\_

## **APPENDIX A5 B**

### **FORMAT OF POWER OF ATTORNEY FOR AUTHORIZING LEAD MEMBER OF JV**

(On a Rs. 100 Stamp Paper duly attested by Public Notary)

#### **POWER OF ATTORNEY**

Whereas, the NHIDCL, ("NHIDCL") has invites proposal from qualified Applicants for taking up works of \_\_\_\_\_ on Item Rate/ lumpsum/ turnkey basis the \_\_\_\_\_. Whereas, the Consortium being one of the qualified Applicants is interested in bidding for the Project involving designing Parking System, construction, Supply and Installation of the Parking facility and O&M in accordance with the building designs and drawings provided and provisions of the Contract Agreement and undertaking development of the Project in accordance with the terms and conditions of the Request for Qualification (RFQ Document), Request for Proposal (RFP Document) and other connected documents in respect of the Project. Whereas, it is necessary under the RFP Document for the members of the Consortium to designate a Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Proposal for the Project, or in the alternative to appoint one of them as the Lead Member who, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium's Proposal for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s \_\_\_\_\_ and M/s. \_\_\_\_\_ (the respective names and addresses of the registered office, in case of companies/principal office, in case of partnership firms) do hereby designate M/s \_\_\_\_\_ being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's Proposal for the Project, including submission of Proposal, participating in conferences, responding to queries, submission of information/documents and generally to represent the Consortium in all its dealings with NHIDCL, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Construction Agreement is entered into with NHIDCL.

We hereby agree to ratify all acts, deeds and things lawfully done by the Lead Member

Dated this the \_\_Day of \_\_\_\_\_20\_\_

(Executants)

(TO BE EXECUTED BY BOTH MEMBERS OF THE CONSORTIUM/JV)

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure (for a body corporation) The completion certificate issued by the NHIDCL as documentary proof should accompany this information.

Signature & Seal: Company Address. Date.

## APPENDIX A6

### Memorandum of Understanding

This Memorandum of Understanding (MoU) has been entered into at New Delhi on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between

\_\_\_\_\_, a company established in  
India and having its registered office at

\_\_\_\_\_  
\_\_\_\_\_, India, hereinafter referred to as “\_\_\_\_\_”(which expression shall, unless repugnant to the context or meaning thereof deem to include its successors and permitted assigns) of the FIRST PART.

AND

\_\_\_\_\_,  
having its office at

\_\_\_\_\_, hereinafter referred to as \_\_\_\_\_,  
(which expression shall, unless repugnant to the context or meaning thereof deem to include its successors and permitted assigns) of the SECOND PART

AND

\_\_\_\_\_ have been, hereinafter, also referred to individually as “the party” and collectively as “the parties”, as the context may require.

For the purpose of this MoU, DSCL shall also include its holding companies, subsidiaries, affiliates and associates.

Whereas the Government of India (GoI) through the NHIDCL (hereinafter referred to as the “NHIDCL”), has invited Request for proposal (RFP) for

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as the “Project/s”)

Whereas the parties hereto have agreed to pool in their expertise, manpower, Technical know-how and resources to form this consortium entitled as \_\_\_\_\_  
('Consortium') to submit the RFP documents jointly for the Project/s in the name of Consortium and thereafter, on being finally awarded the Project/s, to undertake the development of the said Project/s, as per terms and conditions to be agreed under the Contract Agreement with the NHIDCL.



Now therefore the Parties have entered into this MoU on the mutual agreed terms and conditions and witnessed, confirm and declare as follows:

The parties have understood the scope and nature of the works as defined in the RFP and remain responsible to the NHIDCL for the successful execution of the Project/s in accordance with the terms and conditions of the RFP document/s and the Contract Agreement.

The address of the Consortium shall be  
“ \_\_\_\_\_ ”  
\_\_\_\_\_

The parties have agreed to appoint \_\_\_\_\_ as the Lead Member of the Consortium for the performance of the Contract. Lead Member shall be the authorized signatory on behalf of consortium.

The parties hereby agree that

- a) \_\_\_\_\_ as the Lead Member shall hold a minimum equity stake not less than 51 % of the aggregate shareholding of the Consortium for contract period.
- b) \_\_\_\_\_ as a Consortium member shall hold the aggregate shareholding of the Consortium as mutually agreed with the lead member of the consortium.

The Parties shall form a core group for jointly undertaking various activities for the submission of RFP documents to the NHIDCL and to take all decisions during the bidding stage. The Core group shall be led by \_\_\_\_\_ as the Lead member of the Consortium. Any Party nominating any person/s to the core group shall have the right to remove/ replace such person/s by nominating any other person/s

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	Member 1 “ _____ ”	Member nth “ _____ ”
A	Management of SPC	Yes	Yes
B	Equity Participation in accordance with Clause 5 above	(≥51%) _____	_____ —
C	Construction & Implementation of Project/s	Yes	Yes

D	Design, Supply & Erection of Parking System, Technology & Equipment	Yes	Yes
E	Operation & Maintenance of Parking Systems, Technology & Equipment	Yes	Yes

The above shareholding may be satisfied by each of the parties and / or their affiliates, or associates together for the purpose and the quantum of the contribution or the constitution of the holding, which may be altered by mutual consent of both the parties.

In the event of the project/s being awarded to the consortium, the Parties within a reasonable time shall incorporate a Special Purpose Company (SPC), as may be required, in line with the terms of the RFP document/s submitted and the contract Agreement entered into by the PSC with the NHIDCL.

a) Further that the SPC Shall be managed through its Board of Directors consisting of directors nominated by the parties in the ratio of their shareholding in the SPC.

B) On the incorporation of the SPC, it is intended that the SPC shall finalize the terms of the contract Agreement for the implementation of the project and to carry out all the responsibilities in terms thereof.

This MoU shall terminate upon the earliest occurrence of any of the following events:

- a) Upon the incorporation of the SPC, or
- b) Rejection by the NHIDCL of the RFP Documents for the Projects submitted by the Consortium, or
- c) If the project is not awarded to the Consortium, due to what so ever reasons, or
- d) By mutual agreement between the parties

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

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.

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 giving due consideration to the requirements of the Project/s.

This MoU shall be governed and construed in accordance with the applicable laws of Union of India and the Courts at Delhi shall have exclusive jurisdiction over the same. Any disputes between the parties shall be

settled through arbitration at 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: \_\_\_\_\_

**APPENDIX A7**

**FORMAT FOR ANTI-COLLUSION CERTIFICATE**

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Proposal for Construction, Operation & Maintenance of Automated Multilevel Car Parking facility project at

\_\_\_\_\_ We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti- competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated this \_\_\_\_ Day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
3

(Name of the Bidder

)  
\_\_\_\_\_

(Signature of the Authorized Person)  
\_\_\_\_\_

(Name of the Authorized Person) Note:

1. on the Letterhead of the Bidder
2. To be executed by both members in case of Consortium
3. Names of all members in case of Consortium

## APPENDIX A8-A & A8-B

### FORMAT FOR PARKING AND RETRIEVAL TIME

Under the condition set above, each Entry & Exit Single Cycle Under continuous operation:

Parking Cycle Time:

S. No	ACTIVITY	Total time
a.	The car is driven in front of the gate, driver operates the vending machine at the entrance lobby enters the car number etc in the computer, gives Proximity/ Smart card:	
b	Driver swipes the card at reader, gates open:	
c	The Car is driven in to the entrance lobby. Barrier gate closes, the driver moves the car to position.	
d	Driver maneuvers the car into spot	
e	Average total parking cycle time:	

Retrieval Cycle Time:

S. No	ACTIVITY	Total time
a.	Driver moves out the car from slot	
b	The car is retrieved at the exit queue	
c	Driver pays the fee for parking	
d	Driver moves to car, starts, come out of exit lobby:	
e	Estimated longest retrieval time	
f	Estimated shortest retrieval time:	

## **APPENDIX- A9**

### **DECLARATION BY BIDDER**

(THIS MUST BE PASSED AS A BOARD RESOLUTION)

1. That our Company individually or in a consortium assures that this parking project will be given top most priority and completed within the stipulated time as per the contract agreement.
2. That in case of failure to perform and/ or to fulfill all its obligations under the contract in any form written notice of suspension is to be issued to the Company directing to suspend all services and we agree to pay all liabilities accrued to complete the balance works with penalty it in such case before taking recourse to law.
3. We further undertake that our Company shall not challenge its suspension in any way in case we fail to deliver terms of contract.
4. That we are liable and responsible for the compliance of the job/works under the Project to the fullest satisfaction of NHIDCL and the Consultant and we again undertake to make good the loss, if in the process, the Consultant and/or NHIDCL suffers due to any lapse on our part.
5. That all effective steps would be taken by us to ensure the compliance of the Instructions be it technical or otherwise given to us by the Consultant and/ or the NHIDCL from time to time during the currency of the period in the execution of the Works.
6. In case of any lapse on our part for which the project suffers in a major way or the project work cannot be carried out, the Bank Guarantee given on our behalf shall be invoked by NHIDCL and the claims under the Bank Guarantee have to be met by our aforesaid Bank in terms of conditions stipulated in the Bank Guarantee on our behalf and accordingly payments to be made without raising any dispute regarding the claims. And we agree to the project being completed under risk and cost to us.
7. That we agree that the costs of preparing the proposal and of negotiating the contract including a visit to a similar parking sites for 3 NHIDCL officials and their Consultant are not reimbursable if it is found that the technology is not working or does not exist resulting in the cancellation of the bid
8. That we agree that the costs of preparing the proposal and of negotiating the contract including a visit of 3 NHIDCL officials to similar parking sites and manufacturing facility (using the technology as offered in the bid) anywhere in India or Abroad, will be borne by us and the same are not reimbursable to us.
9. It is to be declared that if any clause/condition is felt to be left out or if any condition is required to be attached during discussion between the bidder (name of the bidder) and the Consultant /NHIDCL it should be mentioned as an additional clause of the declaration and will be binding on us.
10. That soil test at site will be carried out by a qualified agency before start of work and the soil report enclosed during Pre-Qualification has been regarded only as a rough indicator and it is clearly understood that it might not be accurate, thereby we absolve NHIDCL and the Consultant from any deviations if found at the time of start of work.
11. That our Company individually or in a consortium assures that the parking component or parking portion of the project will be completed and put into operation first before all else. In other words we shall not involve into occupancy of commercial activity till the car parking system/ area is successfully put into operation for a minimum period of 2 months.
12. That the commercial activity as indicated in the tender document will be based on the maximum built-up area available. But changes and curtailments or additions made by

statutory authorities or Law including NHIDCL will be acceptable to us and we will adhere to it and make no claims in respect of those changes, curtailments or additions. We will abide by – Laws and any variation in the same has been accounted for by us in the technical and financial offer. We shall not claim on this account whatsoever.

13. That in case of failure to perform and/ or to fulfill all its obligations under the contract in any form written notice of suspension is to be issued to the Company directing to suspend all services and we agree to pay all liabilities accrued to it in such case before taking recourse to law. We further undertake that our Company shall not challenge its suspension in any way.
14. That the payment to be made to the Consultant and also to the NHIDCL if situation so arises in case of termination of the contract due to any lapse on our part and such payment to be made by us on demand before recourse to law.
15. That the Firm individually or in a consortium shall appoint full-time auditor who shall keep account of all expenses and liabilities of the Project and send a monthly Balance-sheet and a Cash Flow Statement to NHIDCL as a confirmation of the same being done including audited accounts on completion of project.
16. That we are liable and responsible for the compliance of the job/works under the Project to the fullest satisfaction of the NHIDCL and the Consultant and we again undertake to make good the loss if in the process the Consultant and/or NHIDCL suffers due to any lapse on our part.
17. That all effective steps to be taken by us to ensure the compliance of the instructions be it technical or otherwise given to us by the Consultant and/ or the NHIDCL from time to time during the currency of the period in the execution of the works.

In case of any lapse on our part for which the project suffers in a major way or the project work cannot be carried out the Bank Guarantee given on our behalf shall be invoked by the NHIDCL and the claims under the Bank Guarantee have to be met by our aforesaid Bank in terms of conditions stipulated in the Bank Guarantee on our behalf and accordingly payments to be made without raising any dispute regarding the claims. And we agree to the project being completed under risk and cost to us.

18. That our Company individually or in a consortium will not participate or undertake to execute any other similar job of the NHIDCL of Automated Multilevel Car Parking Project except for one more project/ location during the currency of the aforesaid Project work till its successful completion. That our Company understands that any deviation or violation of this clause automatically results in cancellation of the submitted bid and/ or invokes the suspension and termination clause stipulated in clause no. IV & V herein above.
19. that we agree that the costs of preparing the proposal and of negotiating the contract including a visit to a similar parking sites for three **NHIDCL** officials and their Consultant are not reimbursable if it is found that the technology is not working or does not exist resulting in the cancellation of the bid.
20. It is to be declared that if any clause/condition is felt to be left out or if any condition is required to be attached during discussion between the bidder (name of the bidder) and the Consultant / NHIDCL it should be mentioned as an additional clause of the declaration and will be binding on us.
21. That we agree that the costs of preparing the proposal and of negotiating the contract including a visit of 3 **NHIDCL** officials to similar parking project sites (using the technology as offered in the bid) anywhere in the world will be borne by us and the same are not reimbursable to us.

Construction, Operation & Maintenance of  
Automated multilevel car parking facility at  
Site adjoining **Co-op Dept. Building, Kacheripady**, Kochi, Kerala

RFP I

Request for Proposal



**APPENDIX- A10**

**INDEMNITY BOND**

I/ WE \_\_\_\_\_ (the contractor) shall indemnify the  
NHIDCL (NHIDCL) against all loss and claims in respect of:

- i. Death or injury to any person
- ii. Loss or Damage to any property including works

These may arise out of any consequences of the execution and completion of the works and remedying all defects therein against all claims, proceedings, damages, costs, charges or expenses in respect or in relation thereof.

We shall also identify the EMPLOYER from all risks arising out of natural Calamities etc.

Authorized signatory,

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

(For and on behalf of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_)

## Form- A1

### General Information of Company and its structure

1.	Name of Applicant / Company	
2.	Address for correspondence	
3.	Contact Person:  Telephone Nos. Fax Nos.	
3	Type of Organisation: (a) An individual (b) A proprietary firm (c) A firm in partnership (Attach copy of partnership)  (d) A Limited Company (Attach copy of Article of Association) (e) Any other (mention the type)	
5.	Place and Year of Incorporation	
6.	Details of registration/membership.	
7.	Name of Director/Partners in the organization and their status along with their qualifications.	
8.	Name(s) of the persons along with their Qualification and designation, who is authorized to deal with NHIDCL (Attach copy of power of Attorney)	
9.	Organization Chart of Key Personnel	
10.	Details of Awards / Appreciations supported With document to be submitted.	
11.	Any other Information (Article of Association/ ROC, Shareholding, declaration, relevant board resolutions etc )	

**Form –A2**

**Organization Setup of The Company**

**(Details to be furnished in the following format)**

<b>S. No.</b>	<b>Name</b>	<b>Designation</b>	<b>Qualification</b>	<b>Professional Experience and details of work carried out</b>	<b>Registration No. with validity</b>	<b>Years with firm</b>	<b>Remarks</b>

**Note:**

- Certificates of qualification are required to be attached.
- Any other relevant information that the contractor may deem to disclose as such that it may be in the favor of the project shall be made in notice with this form
- In case of absence of a proper registration/ affiliation, the same shall be got certified from a Gazetted officer or equivalent.

## FORM – A3

Details of work completed during the last 7 years

(Details to be furnished in the following format)

S. No.	Year	Name of Work	Scope of Services	Value of work	Date of start / completion	Name & Address of the client	Reference to contractor's/ Employer
1	2013-2014						
2	2014-2015						
3	2015-2016						
4	2016-2017						
5	2017-2018						
6	2018-2019						
7	2019-2020						

### Note:

The following documents are to be enclosed for each of the above work:

- i)* Completion Certificate
  - ii)* Copy of Award letter
- (i) The value of the executed / completed works shall be **updated up to last date of tender submission** assuming inflation at a simple rate of 7% per annum for Indian Rupees and at a simple rate of 2% per annum for foreign currency portions calculated from the date of completion of work.
  - (ii) Value of work done of component of similar works means Successfully Executed Similar works as elaborated in clauses of **Instruction to Bidders**.
  - (iii) The bidders shall submit details of work executed in the Performa of Annexure for the works to be considered for qualification of work experience criteria.
  - (iv) The bidders shall submit completion certificates from clients with the copy of work orders /agreements in support of minimum technical eligibility criteria.
  - (v) In case the work is executed for private client, copy of work order, successful completion certificate by client shall be submitted.
  - (vi) Other relevant documentary evidence, if any.

## FORM – A4

Details of on-going work

(Details to be furnished in the following format)

S. No.	Name of Work	Scope of Services	Value of construction	Date of start / % completion	Projected Date of completion	Name & Address of the NHIDCL	Remarks

Note:

- a)** The scope of services means whether the construction job included completed architectural planning and drawings, preparation of estimates or any other allied services (please specify).
- b)** Copy of Award letter
- c)** The bidders shall submit details of work executed in the Performa of Annexure for the works to be considered for qualification of work experience criteria.
- d)** Other relevant documentary evidence, if any.

## Form – A5

### AFFIDAVIT

(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF MINIMUM Rs. 10/- DULY CERTIFIED BY PUBLIC NOTARY)

Affidavit of Mr..... S/o.....R/o.....

I, the deponent above named do hereby solemnly affirm and declare a under:

1. That I am the Proprietor/Authorized Signatory of M/s.....having its Head  
Office / Regd. Office at.....

2. That the information / documents/ experience certificates submitted by  
M/s.....along with this tender to NHIDCL are genuine and true and nothing has been concealed.

3.I shall have no objection in case NHIDCL verifies them from issuing Authority. I shall also have no  
objection in providing the original copy of the documents(s), in case NHIDCL demands so for verification.

4. I hereby confirm that in case, any document, information &/or certificate submitted by me are found  
to be incorrect/false/fabricated, NHIDCL at its discretion may disqualify / reject my application for pre-  
qualification out rightly and also debar me / M/s.....from participating in any future tenders / PQ for a  
period of 2 (two) years.

DEPONENT

I..... the Proprietor / Authorized Signatory of M/s....., do hereby confirm that the  
contents of the above Affidavit are true to my knowledge and nothing has been concealed there from and  
that no part of it is false.

Verified at.....this.....day of .....

DEPONENT

**FINANCIAL FORMS (PART B) TO BE SUBMITTED WITH PROPOSAL**

**FORM B1**

**FINANCIAL INFORMATION**

A. **Financial Information** – Details to be furnished duly supported by figure in balance sheet/profit and loss account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax (copies to be attached).

Years

Description	Year	2016-2017	2017-2018	2018-2019	2019-2020	Average
Gross Annual Turnover						
Profit/Loss						

Signature of Chartered Accountant with Seal

Signature of Bidder(s)

S. No.	Financial Year	Annual Turnover for construction activities (project wise)	Remarks
1	2015 - 16		
2	2016 - 17		
3	2017 - 18		
4	2018 - 19		
5	2019 - 2020		

In addition to the above the applicant has to submit the following documents /Information:

- 1) Copy of Balance Sheet(s)
- 2) Copy of valid Service Tax Number
- 3) Copy of PAN/TAN Card
- 4) Details of litigations, if any
- 5) Other relevant details, if any

**FORM B2**

**FORM OF BANKERS' CERTIFICATE (SOLVENCY) FROM A SCHEDULED BANK**

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

We the (Bank Name) do hereby certify that \_\_\_\_\_ (Name of STP Unit & Unit address) having their registered office at (Registered Office Address) is solvent to the extent of Rs. \_\_\_\_\_ (Rs \_\_\_\_\_ Only) as disclosed by the information and records which are available with the aforesaid bank and can be treated as good for any engagement.

It is further notified that this certificate is being issued at the request of (Name of Unit) \_\_\_\_\_ without attaching any risk and responsibility on our part in any respect whatsoever more particularly either as guarantor or otherwise.

(Signature) For the Bank

NOTE:

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



### FORM B3

#### Details Of All Similar Works Of Completed During The Last Seven Years Ending Last Day Of The Tendering

S. No.	Name of work/ project and location	Client or Sponsoring organization	Cost of work in Crore of Rs.	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation / Arbitration cases pending & progress in detail*	Name And Address/ Telephone No. of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

\* Indicate gross amount claimed and amount awarded by the arbitrator.

Certified that the above list of work is complete and no work has been left out and that the information given is correct to my knowledge and belief.

The completion certificate issued by the Client as documentary proof should accompany this information.

Signature & Seal:  
Company Address. Date.

### FORM B4

#### SIMILAR WORKS UNDER EXECUTION OR AWARDED

S.N O.	Name of work/ project and location	Client or Sponsoring organization	Cost of work in crore s of Rs.	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Slow Progress if any and reasons thereof	Name and Address/ Tele No. of officer to whom reference may be made	Remarks
1									
2									
3									
4									
5									

Certified that the above list of works is complete and no work has been left out and that the information given is correct to my knowledge and belief.

Signature of Bidder(s)

### FORM B5

#### Projects Under Execution Or Awarded

S.N O.	Name of work/ project and locatio n	Client or Sponsor ing organiz ation	Cost of work in crore s of Rs.	Date of commen cement as per contract	Stipulate d date of completio n	Upto date percenta ge progress of work	Slow Progress if any and reasons thereof	Name and Address/ Tele No. of officer to whom reference may be made	Remarks
1									
2									
3									
4									
5									

Certified that the above list of works is complete and no work has been left out and that the information given is correct to my knowledge and belief.

Signature of Bidder(s)

#### FORM B6

#### PERFORMANCE REPORT OF WORKS RFERRED TO IN FORM “B3” & “B4”

- 1) Name of work/project & location
- 2) Agreement no.
- 3) Estimated cost
- 4) Tendered cost
- 5) Date of start
- 6) Date of completion
  - a. Stipulated date of completion
  - b. Actual date of completion
- 7) Amount of compensation levied for delayed completion, if any
- 8) Amount of reduced rate items, if any
- 9) Performance Report

- 1) Quality of work Very Good/Good/Fair or satisfactory
- 2) Financial Soundness Very Good/Good/ Fair or satisfactory
- 3) Technical Proficiency Very Good/Good/ Fair or satisfactory
- 4) Resourcefulness Very Good/Good/ Fair or satisfactory
- General Behavior Very Good/Good/ Fair or satisfactory

**FORM B7**

**STRUCTURE & ORGANISATION verified by a registered chartered accountant / Notarized**

1. Name and address of the bidder
2. Telephone no. /Telex no. /Fax no.
3. Legal status of the bidder (attach copies of original document defining the legal status)
  - (a) An individual
  - (b) A Proprietary firm
  - (c) A firm in partnership
  - (d) A limited company or Corporation
4. Particulars of registration with various Government Bodies (attach attested photocopy)
5. Organization/Place of registration
6. Registration No.
  - a) .
  - b) .
  - c) .
7. Names and titles of Directors and Officers with designation to be concerned with this work
8. Designation of individuals authorized to act for the organization
9. Was the bidder ever required to suspend construction for a period of more than six months continuously after he commenced the construction? If so, give the name of the project and reasons of suspension of work.
10. Has the bidder, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment
11. has the bidder, or any constituent partner in case of partnership firm, ever been debarred/black listed for tendering in any organization at any time ? If so, Give details.
12. Has the bidder, or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.
13. In which field of Civil Engineer-in-Charge in construction the bidder has specialization and interest?
14. Any other information considered necessary but not included above.

Signature of Bidder (s)

FORM B8

Details of Relevant Technical AndAdministrative Personnel ToBe Employed ForThe Work

S.NO.	Designati on	Tota l Nu mbe r	Number available for th is work	Name	Qualificatio n s	Professional experience and details of work carried out	How these would	Remarks
1	2	3	4	5	6	7	8	9

Signature ofBidder(s)

**FORM B9**

Details of construction plants and equipment to be used for carrying out the work.									
	Equipmentfor roadwork								
	1. Road rollers								
	2. Bitumenpaver								
	3. Hot mix plant								
	4. Spreaders								
	5. Earthrammers								
	6. Vibratory road rollers								
	Equipment for transportation								
	1. Tippers								
	2. Trucks								
	Pneumaticequipment								
	1. Aircompressor(diesel)								
	De-watering equipment								
	1. Pump(diesel)								
	2. Pump(electric)								
	PowerEquipment								
	1. diesel generator								
	(any other plant/equipment)								

Signature of Bidder(s)

**FORM B10**

**UNDERTAKING FOR NOT BLACKLISTED**

(On Rs. 100 stamp paper duly attested by public notary)

We do hereby undertake that we have not been blacklisted or debarred by any central/ state government client or public sector undertaking or JMC/ NHIDCL/ PWD/ CPWD/ any other Govt agency and also that none our work was rescinded by the client during last 5 years and never we were termed Non- performer by NHIDCL due to unsatisfactory performance.

.....

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

**FORM B11**

**PROJECT COST AND NO ESCALATION DEMAND**

Item rate / Lump Sum contract for works

- 
- (i) To be submitted/ Uploaded by \_\_\_\_\_ hours on \_\_\_\_\_ to \_\_\_\_\_  
(ii) To be opened in presence of tenders who may be present \_\_\_\_\_ hours on \_\_\_\_\_ in the  
office of SE [Pr / Spl.]

**TENDER**

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F, Specifications applicable, drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work. I/We hereby tender for the execution of the work specified for the Client within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule – 1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect in accordance with, such conditions so far as applicable.

We agree to keep the tender open for one eighty (180) days from the due date of its opening of technical bid in case bids are not invited on 2 bid/ envelope system for specialized work (strike out as the case may be) and not to make any modifications in its terms and conditions.

A sum of Rs. \_\_\_\_\_

(Rupees. \_\_\_\_\_  
\_\_\_\_\_)

has been deposited in cash/receipt treasury Challan/ DD in the favor of ITPO /deposit at call receipt of a scheduled bank, receipt of scheduled bank/demand draft of a scheduled bank as earnest money. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said MD, NHIDCL or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence work as specified, I/we agree that MD, NHIDCL or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance guarantee as aforesaid, I/We shall be debarred for participation in the retendering process of the work.

I/ we undertake and confirm that eligible similar and/ or relevant work(s) has/ have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of NHIDCL, then I/we shall be debarred for tendering in NHIDCL in future forever. Also, If such a violation comes to the notice of NHIDCL before date of start of work, the engineer in charge shall be free to forfeit the entire amount of earnest money/ performance Guarantee.

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall no communicate information/derived there from to

any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated

Signature of Contractor

Witness:

Postal Address

Address:

Occupation:

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the "MD, **National Highways and Infrastructures Development Corporation Limited**" for \_\_\_\_\_ a \_\_\_\_\_ sum \_\_\_\_\_ of \_\_\_\_\_ Rs \_\_\_\_\_  
(Rupees \_\_\_\_\_)

For & on behalf of "MD, NHIDCL"

Signature.....



**FORM B12**

Format for Undertaking Original Equipment Manufacturers (OEMs) of **Automated Parking Systems**

(On the letter head of the company)

Date:

To,

**Managing Director,**

**National Highways Infrastructures Development Corporation Limited,**

3rd Floor, PTI Building, 4,

Parliament Street, NEW DELHI- 110001

Dear Sirs,

This is in connection with our application for admitting our compliance of to enable our organization/firm/ enterprise to be considered eligible to bid for projects of Car Parking system for NHIDCL.

We hereby undertake that once we are admitted as per the industry standards of EN/ VDI norms (i.e. EN 14010 or VDI 4644 ), all the manufacturing, design specifications and technology used in the parking system, will be conducted in accordance with the provisions of the guidelines as specified in the norms and any further referred norms in the same. So long as the tender conditions remain unchanged, the \_\_\_\_\_ covenants and takes full responsibility for (i) any technology of mechanical design of the parking system, (ii) manufacturing and procurement of the system parts and subcomponents and (iii) maintainance of safety and AMC requirements throughout the term of contract.

The firm agrees and undertakes to indemnify and keep indemnified and harmless NHIDCL, its officials and consultants, from and against any and all liability resulting from claims, demands, penalties, suits and judgements and all costs, charges and expenses relating thereto as a result of a breach by \_\_\_\_\_ of its covenants as stated here in above.

Additionally, the \_\_\_\_\_ shall engage directly in the process of equipment design, manufacture & supply, installation, commissioning and maintenance of the parking system as detailed vide a separate MoU with \_\_\_\_\_ as per the format in Appendix 6 detailing the responsibilities for scope and roles shared as OEM for the project. This shall clearly state that the system supplied for the project fulfills all the above mentioned, designed and manufactured in partnership with the OEM and is warranted for at least 30 years of operational life, liable for any licensed software malfunction/ damages including upgradation till the O&M contract. The availability and supply of spares and critical components for remaining system life (till 25 years) beyond the operation and maintenance period (of 1+9 years) is also guaranteed by the undersigned.

Yours faithfully,

**For (Name and Address of the Firm)**

**(Authorized Signatory)**

**FORM B 13**

## FORM OF FINANCIAL BID

(The bidder is to quote price in schedule both in figures and in words)

## SECTION A: PROJECT CAPITAL OUTLAY

(Inclusive of all taxes applicable on the date of submission of tender)

Bill Of quantities					
S No.	Item Description	Units	Quantity	Rate	Amount
	As per Attached Bill of Quantities	As per Attached Bill of Quantities	As per Attached Bill of Quantities	As per Attached Bill of Quantities	As per Attached Bill of Quantities
TOTAL					

## SECTION B: PROJECT PRICE BID

S. No.	Criteria	Quotation (Rs.)
1	Capital Cost of Project (Rs)	_____
2	Annual O&M costs (Rs) (Calculated from formulae of Annual O&M period as described in O&M conditions in Volume 2.)	_____
3	Total Price Bid (lumpsum Total) (Rs)	_____

On the basis of Project Capital Outlay (Total Propose Cost of Project) amounting to Rs. \_\_\_\_\_ in Words \_\_\_\_\_ (Contractor), we offer the Project Lease Deed and our Price Bid will be Rs. \_\_\_\_\_ (in words) \_\_\_\_\_ and we do not want any additional Grant from the **NHIDCL**.

(Name of the Bidder(s)<sup>1</sup>)

(Signature of the Authorized Person)

(Name of the Authorized Person)

Note:

On the Letterhead of the Bidder/Lead Member of Consortium

In case of any difference between the figures and words, the words would prevail. Any conditional proposal would not be accepted.

<sup>1</sup> Names of all members in case of Consortium

Dated

Signature of Contractor

Witness:

Postal Address

Address:

Occupation:

Sample calculation of rate of triennial increment over an assumed O&M cost of Rs. 1000/- payable after year one is:

Calculation of Yearly payment release to contractor against the lumpsum sum for quoted for O&M Period 3 years, payable after each year:

Year	Total amount (Quoted by contractor in BOQ) ( $S_n$ )	Annual O&M Installment payable to contractor at the end of successful completion of each year of operation and maintenance(Rs.)	Increment rate (applicable @ 15% at the end of every year)
1		A 1	*Calculated as : $S_n / 3.1525$
2		A 2	5%
3		A 3	5%

Construction, Operation & Maintenance of  
Automated multilevel car parking facility at  
Site adjoining **Co-op Dept. Building, Kacheripady**, Kochi, Kerala

RFP I

Request for Proposal

**\* Ref RFP volume 2 for calculation of factor of 1<sup>st</sup> Annual installment.**

## **Additional Annexes**

Annexure-A

(Refer ITB/ GCC)

### **Form of Application By The Contractor For Seeking Extension Of Time**

1. Name of contractor
2. Name of work as given in the agreement
3. Agreement no
4. Estimated amount put to tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time if has been given by authority in Schedule'F'previously
9. Reasons for which extension have been previously given [copies of the previous applications should be attached]
10. Period for which extension if applied for
11. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last (for causes under clause 5.2/ and 5.3).
12. Submitted to the Authority indicated in Schedule F with copy to the Engineer-in-charge and Sub Divisional Officer

Signature of Contractor

Annexure-C

Notice for appointment of Arbitrator  
(Refer ITB/ GCC)

To

The .....

Dear Sir,

In terms of clause 25 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to Engineer In charge for decision
17. Date of receipt of Engineer In charge decision
18. Date of appeal to you
19. Date of receipt of your decision.

Specimen signatures of the applicant (only the person/authority who signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims. 2.
- 3.
- 4.

Copy in duplicate to: Yours faithfully, (Signatures)

**SECTION VI**

**CONTROL SHEETS**

SHEET-1 Documentation and submissions list

S No.	NAME	DESCRIPTION	REQUIREMENT
<b>TECHNICAL FORMS (PART A) TO BE SUBMITTED WITH PROPOSAL</b>			
1	APPENDIX A I- A	Details Of Relevant Staff To Be Deployed And Main Employees Of The Firm	Self-attested/ Letterhead
2	APPENDIX A 1-B	FORMAT FOR COVERING LETTER-CUM-PROJECT UNDERTAKING	Self-attested/ Letterhead
3	APPENDIX - A2	FORM OF BANK GUARANTEE	Official
4	APPENDIX - A3 A	FORM OF BANK GUARANTEE as Performance Security/Additional Performance Security	Official
5	APPENDIX - A3 B	Form for Guarantee for Advance Payment	Official
6	APPENDIX - A3 C	FORM OF BANK GUARANTEE	Official
7	APPENDIX - A3 D	Bank Guarantee for BID Security	Official
8	APPENDIX A4-A	FORM OF AGREEMENT	Notarized
9	APPENDIX – A4-B	INTEGRITY PACT	Notarized
10	APPENDIX A5-A	FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL	Notarized
11	APPENDIX A5 B	FORMAT OF POWER OF ATTORNEY FOR AUTHORIZING LEAD MEMBER OF JV	Notarized
12	APPENDIX A6	Memorandum of Understanding	Notarized
13	APPENDIX A7	FORMAT FOR ANTI-COLLUSION CERTIFICATE	Notarized
14	APPENDIX A8-A	FORMAT FOR PARKING	Self-attested/ Letterhead
15	APPENDIX A8-B	FORMAT FOR RETRIEVAL TIME	Self-attested/ Letterhead
16	APPENDIX- A9	DECLARATION BY BIDDER	Notarized
17	APPENDIX- A10	INDEMNITY BOND	Notarized
18	Form- A1	General Information of Company and its structure	Notarized
19	Form –A2	Organization Setup Of The Company	NHIDCL attested
20	FORM – A3	Details of work completed during the last 7 years	Notarized
21	FORM – A4	Details of on-going work	NHIDCL attested
22	Form – A5	AFFIDAVIT	Notarized
<b>FINANCIAL FORMS (PART B) TO BE SUBMITTED WITH PROPOSAL</b>			
23	FORM B1	FINANCIAL INFORMATION	Notarized
24	FORM B2	FORM OF BANKERS' CERTIFICATE (SOLVENCY) FROM A SCHEDULED BANK	Official
25	FORM B3	Details Of All Similar Works Completed During The Last Seven Years Ending Last Day Of The Tendering	NHIDCL attested
26	FORM B4	Details Of All Similar Works SIMILAR WORKS UNDER EXECUTION OR AWARDED	NHIDCL attested
27	FORM B5	Projects Under Execution Or Awarded	NHIDCL attested



28	FORM B6	PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM "B3" & "B4"	NHIDCL attested
29	FORM B7	STRUCTURE & ORGANISATION	Self-attested/ Letterhead
30	FORM B8	Details Of Relevant Technical And Administrative Personnel To Be Employed For The Work	Self-attested/ Letterhead
31	FORM B9	Details of construction plant and equipment likely to be used and carrying out the work	Self-attested/ Letterhead
32	FORM B10	UNDERTAKING FOR NOT BLACKLISTED	Notarized
33	FORM B11	PROJECT COST AND NO ESCALATION DEMAND	Notarized
34	FORM B12	Format for Undertaking Original Equipment Manufacturers (OEMs) of Automated Parking Systems	Notarized
35	FORM B 13	<b>FORM OF FINANCIAL BID</b>	Notarized
36	Annexure-A	INDENTURE FOR SECURED ADVANCES	
37	<b>Annexure-B</b>	Form Of Application By The Contractor For Seeking Extension Of Time	Official
38	Annexure-C	Notice for appointment of Arbitrator	Notarized

SHEET-2 Drawing and scheme layout index (attached as Section 6 Drawings)

<b><u>SURVEY PLAN</u></b>			
<b><u>S.NO.</u></b>	<b><u>DRAWING TITLE</u></b>	<b><u>DRAWING NO.</u></b>	<b><u>REMARK</u></b>
<b>1</b>	<b>SURVEY PLAN</b>	<b>NHIDCL/AMLCP/KPDY/SL-01</b>	

**ARCHITECTURAL DRAWINGS (FLOOR PLANS)**

<b>1</b>	<b>LIFT PIT LAYOUT</b>	<b>NHIDCL/AMLCP/KPDY/A/A1-01</b>	<b>LIFT PIT</b>
<b>2</b>	<b>PUMP ROOM AND WATER TANK LAYOUT</b>	<b>NHIDCL/AMLCP/KPDY/A/A1-02</b>	<b>PUMP ROOM AND WATER TANK</b>
<b>3</b>	<b>GROUND FLOOR PLAN</b>	<b>NHIDCL/AMLCP/KPDY/A/A1-03</b>	<b>ENTRY AND EXIT</b>
<b>4</b>	<b>TYPICAL PARKING FLOOR WITH COORIDOR</b>	<b>NHIDCL/AMLCP/KPDY/A/A1-04</b>	<b>TYPICAL PARKING FLOORS</b>
<b>5</b>	<b>TYPICAL PARKING FLOORS WITHOUT CORRIDOR</b>	<b>NHIDCL/AMLCP/KPDY/A/A1-05</b>	<b>TYPICAL PARKING FLOORS</b>
<b>6</b>	<b>TERRACE PLAN</b>	<b>NHIDCL/AMLCP/KPDY/A/A1-06</b>	<b>TERRACE</b>
<b>7</b>	<b>SECTION AT - A,A, B,B</b>	<b>NHIDCL/AMLCP/KPDY/A/A3-01</b>	<b>SECTIONS</b>
<b>8</b>	<b>COVERED AREA DETAILS</b>	<b>NHIDCL/AMLCP/KPDY/A/A12-01</b>	<b>AREA DETAILS</b>

**VOLUME I**

DOCUMENT CONTROL SHEET

NOTICE INVITING TENDER

GENERAL INFORMATION

EMPLOYER REQUIREMENTS

TENDER SET SUMMARY

INSTRUCTION TO BIDDERS

ELIGIBILITY CONDITIONS & QAULIFICATION

CONDITIONS OF CONTRACT

MISCELLANEOUS SECTION

SCHEDULES FOR WORKS

APPENDICES AND FORMS

FORMS TO BE SUBMITTED WITH TECHNICAL PROPOSAL (REFER NIT)

**This is to certify that the above mentioned volume details the underlying headings within page 1-208.**

END OF VOLUME-I