

## Letter of Invitation (LOI)

NHIDCL/Itanagar/ACP/2019

Dated: 11.10.2019

Dear Sir,

**Sub:** Consultancy Services for Feasibility Study, Preparation of Detailed Project Report Architectural & Structural Design of Automated Multilevel Car Parking System at following locations of Itanagar in the State of Arunachal Pradesh:-

- (i) Inside Central Civil Secretariat premises, Itanagar- consisting of 112 light vehicles
- (ii) Inside Chief Engineer PWD campus, Itanagar - consisting of 112 light vehicles

### 1 INTRODUCTION

- 1.1 The National Highways and Infrastructure Development Corporation Ltd. (NHIDCL) has been entrusted with the assignment of Consultancy Services for Survey, Investigation Feasibility Study, Preparation of Detailed Project Report for Automated multilevel Car Parking system at Itanagar in the state of Arunachal Pradesh.

NHIDCL now invites proposal from Technical consultants for carrying out detailed project report as per details given in **Annexure-1**.

- 1.2 A brief description of the assignment and its objectives are given in Section V of RFP dated 25.06.2019. However cost estimate of the project shall be based on SOR of Govt. of Arunachal Pradesh.
- 1.3 The NHIDCL invites Financial Proposals only (the “Proposals”) *through e-tender* (on-line bid submission) for selection of DPR Consultant (the “Consultant”) from the following consultancy firms, who are empanelled with NHIDCL for preparation of Feasibility Report, Architectural & Structural Design of Automated Car Parking System India :

- i. M/s Delhi Integrated Multi Modal Transit System Ltd. (DIMTS)
- ii. M/s VSK Associates

- 1.3.1 The work shall be awarded to this Consultant shall be based on the least cost to NHIDCL i.e. L1 cost. The above consultants are hereby invited to submit proposals in the manner prescribed in the LOI.
- 1.4 To obtain first hand information on the assignment and on the local conditions, the consultants are encouraged to pay a visit to the client, local State PWDs and the project site before submitting a proposal. They must fully inform & acquaint themselves of local and site conditions and take them into account in preparing the proposal.
- 1.5 The consultancy services will be awarded to the L1 bidder based on the lowest cost. However Authority reserves it rights to award the work to L2 bidder on L1 cost if need arises.
- 1.6 Please note that (i) costs of preparing the proposal and of negotiating the contract, including visits to the Client, etc., are not reimbursable as a direct cost of the assignment; and (ii) Client is not bound to accept any of the proposals submitted and reserve the right to reject any or all proposals without assigning any reasons.

1.7 The proposals must be properly signed as detailed below:

1.7.1

- i. by the proprietor in case of a proprietary firm
- ii. by the partner holding the Power of Attorney in case of a firm in partnership (A certified copy of the Power of Attorney on a stamp paper of Rs. 100 and duly Notarized shall accompany the Proposal).
- iii. by a duly authorized person holding the Power of Attorney in case of a Limited Company or a corporation (A certified copy of the Power of Attorney on a stamp paper of Rs. 100 and duly Notarized shall accompany the proposal).

**1.8 Bid Security**

1.8.1 The applicant shall furnish as part of its Proposal, a Bid Security of Rs.2,00,00(Rupees Two lakh only) in the form of a Bank Guarantee/Demand Draft in the prescribed format given as Appendix-I, issued by one of the Nationalized/Scheduled Banks in India, in favour of the Managing Director, National Highways Infrastructure Development Corporation Ltd payable at New Delhi (the Bid Security) valid for a minimum period of 45 days from the last date of submission of proposals. This Bid Security is returnable not later than 30(thirty) days from the date of opening of the financial proposals except in case of the highest ranked Applicants. Bid Security of the selected applicant shall be returned upon the selected applicant signing the agreement.

1.8.2 Any Bid not accompanied by the Bid Security of the required value and minimum required validity shall be rejected by the Authority as non-responsive.

1.8.3 The NHIDCL shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

1.8.4 The Applicant, by submitting its application pursuant to this LOI/RFP, shall be deemed to have acknowledged that without prejudice to the NHIDCL's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia* the time, cost and effort of the NHIDCL in regard to RFP including the consideration and evaluation of the Proposal under the following conditions:

- a) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time.
- b) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement.

**2 Documents**

2.1 To enable you to prepare a proposal, please find and use the attached documents listed in the para 3 below.

2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a Consulting firm, modify the Documents by amendment or corrigendum. The amendment will be uploaded on NHIDCL website. The Client may at its discretion extend the deadline for the submission of proposals and the same shall also be uploaded on NHIDCL website.

### 3 Preparation of Proposal

The proposal must be prepared as below:

Part 1: Responsiveness of the Proposal

Part 2: Financial Proposal

3.1 Those proposals will be considered responsive, who has submitted the following:

- i. **Document fee:** The fee for the document amounting to Rs.5,000 (Rupees Five Thousand only) in the form of Demand Draft favoring Managing Director, 'National Highways & Infrastructure Development Corporation Ltd.' payable at New Delhi must be furnished in a separate envelope while submitting the proposal.
- ii. **Bid Security:** Bank Guarantee in support of bid security for an amount 2,00,00(Rupees Two lakh only) and having validity for a minimum period of 45 days, from the last date of submission of proposals in the Appendix II. The bid security may also be submitted in the form of Demand Draft favoring Managing Director, 'National Highways & Infrastructure Development Corporation Ltd.' payable at New Delhi must be furnished in a separate envelope while submitting the proposal.
- iii. Power of Attorney on a stamp paper of Rs.100 and duly Notarized authorizing to submit the proposal.
- iv. Cover letter for Financial Proposal in the form of Appendix-III. The proposal must not include any financial information.

### 3.2 Financial Proposal

- 3.2.1 The Financial proposal should be submitted on lump sum cost basis assessed by the consultant to be associated with the assignment. These shall cover Survey, Investigation Feasibility Study, Preparation of Detailed Project Report, including support staff and logistics/transportation. Your financial proposal should be prepared strictly using, the formats attached in Appendix IV. Your financial proposal should clearly indicate the amount asked for by you without any assumptions of conditions attached to such amounts. Conditional offer or the proposal not furnished in the format attached in Appendix-IV (BoQ) shall be considered non- responsive and is liable to be rejected. Financial bid should only be submitted through online.
- 3.2.2 The financial proposal shall take into account all types of the tax liabilities and cost of insurance specified in the Appendix-V
- 3.2.3 **Costs shall be expressed in Indian Rupees in case of domestic as well as for foreign Consultant.** The payments shall be made in Indian Rupees by the National Highways & Infrastructure Development Corporation Ltd.

### 4 Submission of Proposals

- 4.1 The applicant must submit original proposal as indicated in para 3. The documents in physical form to be submitted on or before bid due date as a part of proposal will be sealed in an outer envelope, which will bear the address of the officer in charge inviting the bid and shall be submitted to NHIDCL on or before the deadline for submission of bids. The envelope must be clearly marked:

Consultancy Package Nos. ....Project Name .....

**Do not open, except in presence of the opening/evaluation committee**

- 4.1.1 This envelope will contain the following:
- i. **Document fee** for the document amounting to Rs.5,000 (Rupees Five Thousand only) in the form of Demand Draft favoring '**Managing Director, National Highways & Infrastructure Development Corporation Ltd.**' payable at **New Delhi** must be furnished while submitting the proposal.
  - ii. **Bid Security:** Bank Guarantee in support of bid security for an amount of Rs. 2,00,00(Rupees Two lakh only) and having validity for a minimum period of 45 days, from the last date of submission of proposals in the Form of **Appendix-I**.
  - iii. Power of Attorney on a stamp paper of Rs.100 and duly notarized authorizing to submit the proposal.
  - iv. Cover letter for Financial Proposal in the form of Appendix-III. The proposal must not include any financial information.
- 4.2 The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the Consultants themselves, in which cases such corrections must be initialed by the person or persons signing the proposal.
- 4.3 Your envelope containing the documents as mentioned in the above para 3.1 must be delivered on or before the scheduled time and date at the address stated in LOI/NIT. Financial Proposal for the package shall have to be submitted online also on or before the time and date at the address stated in Data Sheet.
- 4.4 Your proposal must be valid for the 120 days from the closing date of submission of proposal.

## **5 Proposal Evaluation**

### **5.1 Stage I- Responsiveness of the Proposal**

The proposal shall be considered responsive for Financial Opening if:

- i. The proposal is accompanied by Document fee.
- ii. The Proposal is accompanied by Bid Security of Rs.2,00,000/- (Rupees Two lakh only) and of validity equal or more than the minimum required validity.
- iii. The documents are properly signed by the authorized signatories and whether the proposal contains proper POA as mentioned at para 1.7.1 above
- iv. Cover letter for Financial Proposal in the form of Appendix-III. The proposal must not include any financial information.
- v. The proposals have been received on or before the dead line of submission.

### **5.2 Only the responsive proposals are eligible for Financial Opening.**

### **5.3 Stage II- Evaluation of Financial Proposal**

- 5.3.1 Financial proposal of the responsive firm in the stage I will be opened. . For financial evaluation, total cost of financial proposal excluding Goods & Service Tax shall be considered. Goods & Service Tax shall be payable extra.
- 5.3.2 The evaluation committee will determine whether the financial proposals are complete (i.e. whether they have included cost of all items of the corresponding

proposals; if not, then their cost will be considered as NIL but the consultant shall however be required to carry out such obligations without any compensation. In case, if client feels that the work cannot be carried out within overall cost of financial proposal, the proposal can be rejected. The client shall correct any computational errors and correct prices in various currencies to the single currency specified in Data Sheet.

#### **5.4 Most Preferred Bidder (L-1)**

For a particular package, a Consultant with the lowest financial quote shall be declared as the **most preferred bidder (L-1)**. However Authority reserves its rights to award the work to L2 bidder on L1 cost if need arises, accordingly most preferred bidder shall be declared.

### **6 Performance Security**

- 6.1 The consultant will furnish within 10 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee equivalent to 10% of the total contract value from a Nationalized Bank, IDBI or ICICI/ ICICI Bank/ Foreign Bank/ EXIM Bank/Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs.50crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the net worth in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalized Bank in India. In case of JV, the BG shall be furnished on behalf of the JV or by the lead member of the JVs for an amount equivalent to 10% of the total contract value to be received by him towards Performance Security valid for a period of three years beyond the date of completion of services, or end of civil works contract, whichever earlier. The Bank Guarantee will be released by NHIDCL upon expiry of 3 years beyond the date of completion of services, or end of civil works contract, whichever earlier, provided rectification of errors if any, found during implementation of the contract for civil work and satisfactory report by NHIDCL in this regard is issued. However, if contract is foreclosed / terminated by NHIDCL at Inception Stage, with no fault of Consultant, Performance Security shall be released within three months from date of forecloser / termination. If a Consultant fails to submit the Performance Security (as specified above), it shall attract penalty encashment of Bid Security submitted by the Consultant.

### **7 Penalty**

The consultant will indemnify for any direct loss or damage that accrue due to deficiency in services in carrying out Detailed Project Report. Penalty shall be imposed on the consultants for poor performance/ deficiency in service as expected from the consultant and as stated in Appendix-VI.

### **8 Award of Contract**

The Client shall issue letter of award to selected Consultant and ask the Consultant to provide Performance Security as in Para 6 above. If the selected Consultant fail to provide performance security within the prescribed time or the Consultant fail to sign the Contract Agreement within prescribed time the Client may invite the 2nd highest ranking bidder Consultant and follow the procedure outlined in Para 5.4 and of this Letter of Invitation.

## 9 Signing of Contract Agreement

After having received the performance security and verified/accepted it, the Client shall invite the selected bidder for signing of Contract Agreement on a date and time convenient to both parties within 10 days of receipt of valid Performance Security.

## 10 Confirmation

We would appreciate you informing us by facsimile/e-mail *whether or not you will submit a proposal.*

Thanking you.

Encl. as above

(Rajeev Sood)  
General Manager (Tech),  
NHIDCL  
3<sup>rd</sup> Floor, PTI Building,  
4-Parliament Street  
New Delhi-110001  
Tel: 011-23461621  
[E-mail: gm5@nhidcl.com](mailto:gm5@nhidcl.com)  
[Website: www.nhidcl.com](http://www.nhidcl.com)

## **Annex-I**

Details of the assignment proposed for DPR preparation

<b>S. No.</b>	<b>Location</b>	<b>Place</b>	<b>State</b>	<b>ECS</b>	<b>Remarks</b>
1.	Itanagar	Inside Central Civil Secretariat Itanagar	Arunachal Pradesh	112	Shuttle Parking
2.	Itanagar	Inside Chief Engineer PWD campus	Arunachal Pradesh	112	Shuttle Parking

## Appendix I (refer LOI Clause no. 1.8.1)

### **BANK GUARANTEE FORMAT FOR BID SECURITY**

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

Ref.: Tender No. \_\_\_\_\_, dated \_\_\_\_\_

Bank Guarantee: Date:

WHEREAS, \_\_\_\_\_ (Name of Bidder) \_\_\_\_\_ (hereinafter called "the bidder") has submitted his bid dated \_\_\_\_\_ (date) for the Tender No. \_\_\_\_\_, dated \_\_\_\_\_ (hereinafter called "the Bid". KNOW ALL MEN by these presents that We, \_\_\_\_\_ [Name of Bank] of \_\_\_\_\_ [Name of Country] having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto [name of employer] (hereinafter called "the Employer") in the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Lakhs only) for which payment will and truly to be made to the said employer the bank binds himself, his successors and assigns by these presents. SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 201\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Bid document; or
2. If the Bidder does not accept the correction of arithmetical errors of his Bid Price in accordance with the Instructions to Bidder; or
3. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid 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 letter of invitation, we undertake to pay the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 150 (one hundred and fifty) days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

This guarantee shall also be operatable 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. The liability of Bank under this Guarantee shall not be affected by any change in the constitution of the consultant or the bank.

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

DATE \_\_\_\_\_

SIGNATURE OF THE BANK \_\_\_\_\_

SEAL OF THE BANK \_\_\_\_\_

SIGNATURE OF THE WITNESS \_\_\_\_\_

Name and Address of the Witness \_\_\_\_\_

The bank guarantee shall be issued by a bank (Nationalized/Scheduled) located in India

**NOTE:**

*(i) The bank guarantee(s) contains the name, designation and code number of the officer(s) signing the guarantee(s).*

*(ii) The address, telephone no. 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.*

*(iii) The bank guarantee for Rs. 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).*

*(iv) The Guarantor shall also send information about the issuance of this Guarantee through SFMS gateway to the Syndicate Bank, Transport Bhawan, New Delhi-110001(SYNB0009062) to aid the process of confirmation of Bank Guarantee.*

## Appendix - II (refer LOI Clause no. 6.1)

### **Format for Bank Guarantee for Performance Security (For individual work) BANK GUARANTEE FOR PERFORMANCE SECURITY**

To,

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

In consideration of "National Highways & Infrastructure Development Corporation Ltd" (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s having its office at .

(Hereinafter referred to as the "Consultant" which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement no. / Letter of Acceptance No. .

dated ..... and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs...../- (Rupees ..... ) excluding Goods Et service tax for "Consultancy Services for preparation of Detailed Project Report of <Project Description> ..... (Total Length - ..... ) on NH-.....in the states of under - Contract Package No. .... (Hereinafter called the "Contract"), and the Consultant having agreed to furnish a Bank Guarantee to the Client as "Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to Rs /- (Rupees ).

We, .....having registered office at ..... , a body registered/constituted under the (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all money payable by the Consultant to the extent of Rs. .(Rupees .) as aforesaid at any time up to

.without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the consultant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or

implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

This guarantee shall also be operatable 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.

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

Notwithstanding anything contained herein,

a) Our liability under this Bank Guarantee is limited to Rs. ....(Rupees.....) and it shall remain in force up to and including .....and shall be extended from time to time for such period as may be desired by M/s....., on whose behalf this guarantee has been given.

b) This Bank Guarantee shall be valid up to .....

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....(date of expiry of Guarantee).

(Signature of the Authorized Official)

(Name Et Designation with Bank Stamp)

**NOTE:**

- (i) The bank guarantee(s) contains the name, designation and code number of the officer(s) signing the guarantee(s).
- (ii) The address, telephone no. 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.
- (iii) The bank guarantee for Rs 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).

**Appendix III(refer LOI Clause no. 5.1.III)**

**FINANCIAL PROPOSAL (To be uploaded Online only)**

FROM:

TO:

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

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

Sir:

Subject: Consultants' Services for

\_\_\_\_\_

Regarding \_\_\_\_\_ Price Proposal

I/We \_\_\_\_\_ Consultant/consultancy firm herewith  
enclose \*Financial Proposal for selection of my/our firm/organization as Consultant  
for\_\_\_\_\_.

Yours faithfully,

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

Representative)

(Authorized

**\*The Financial proposal is to be filled strictly as per the format given in RFP.**

BoQ

(to be submitted online only)

## Appendix-V (refer LOI Clause no. 7)

The risks and the coverage shall be as follows:

(a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.

(b) Third Party liability insurance with a minimum coverage, for Rs.1.00 million for the period of consultancy.

(i) The Consultant shall provide to NHIDCL Professional Liability Insurance (PLI) for a period of **Three years** beyond completion of Consultancy services or as per Applicable Law, whichever is higher.

(ii) The Consultant will maintain at its expense PLI including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement, **(A)** For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR **(B)** the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of **(A)** or **(B)** is higher.

iii) The policy should be issued only from an Insurance Company operating in India.

iv) The policy must clearly indicate the limit of indemnity in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy" (AOP) and in no case should be for an amount less than stated in the contract.

v) If the Consultant enters into an agreement with NHIDCL in a joint venture or 'in association', the policy must be procured and provided to NHIDCL by the joint venture/in association entity and not by the individual partners of the joint venture/ association.

vi) The contract may include a provision whereby the Consultant does not cancel the policy midterm without the consent of NHIDCL. The insurance company may provide an undertaking in this regard.

(d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.

## Penalty (refer Clause 7 of LOI)

### Penalty for Error/Variation

i. If variation in project cost occurs due to Change of scope requests of more than 10% of the total project cost as estimated by the consultant and these change of scope requests arise due to deficiencies in the design provided by the consultant, the penalty equivalent to 4% of the contract value shall be imposed. For this purpose retention money equivalent to 4% of the contract value will be forfeited. This shall exclude any additional/deletion of items/works ordered by the client during the execution

ii. For inaccuracies in survey/investigation/design work the penalties shall be imposed as per details given in Table below:

Sr.	Item	Penalty (%age of contract)
1	Topographic Surveys	0.5 to 1.0
	a) <i>The layout does not match with ground condition.</i>	
	b) <i>The cross sections do not match with existing ground.</i>	
	c) <i>The co-ordinates are defective as instruments of desired accuracy not used.</i>	
2	Geotechnical Surveys	0.5 to 1.0
	a) <i>Incomplete surveys</i>	
	b) <i>Data not analyzed properly</i>	
	c) <i>The substrata substantially different from the actual strata found during</i>	
3	Structural Designs found to be unsafe or grossly over	1.0 to 2.0

### iii. Penalty for delay

In case of delay in completion of services, a penalty equal to 0.05% of the contract price per day subject to a maximum 5% of the contract value will be imposed and shall be recovered from payments due/performance security. However in case of delay due to reasons beyond the control of the consultant, suitable extension of time will be granted on case to case basis.

iv. Total amount of recovery from all penalties shall be limited to 15% of the Consultancy Fee.



**Appendix-VII (refer Clause no. 4.4 of LOI)**

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

**(Undertaking)**

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

\_\_\_\_\_

(Signed by an Authorized Representative of the Firm)

\_\_\_\_\_

Name of the Representative

\_\_\_\_\_

Name of Firm

\_\_\_\_\_

DATE

