



**National Highways and Infrastructure Development Corporation Ltd.  
(Ministry of Road Transport & Highways)  
Government of India**

## **Request for Proposal**

**For**

**Empanelment of Consultants for preparation of Feasibility Report,  
Architectural & Structural Design of Automated Multilevel Car Parking System  
at various locations in India.**

### **BID DOCUMENT**

**PTI Building, 3<sup>rd</sup> Floor, Parliament Street, New Delhi-110001**

**June, 2019**

## **DISCLAIMER**

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

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

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

**Contract No.: NHIDCL/AMLCP/DPR/2019**

**Date: 25.06.2019**

## **SECTION I**

### **Request for Proposal for Empanelment of Consultants for preparation of Feasibility Report, Architectural & Structural Design of Automated Car Parking System at various locations in India.**

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

2. NHIDCL has requested all the States/Union Territories, Metro Stations of India and Other Organizations for undertaking the projects of construction of Automated Car Parking through NHIDCL, in order to encounter the parking problem in the interest of the Country at large. Accordingly, many organizations like Kerala Public Works Department, East Delhi Municipal Corporation, Chennai Metro Rail Corporation, Bangalore Metro Rail Corporation, Tourism Department of Shimla, etc have shown their interest towards the proposal sent by NHIDCL. NHIDCL is anticipating a good number of projects of construction of Automated Car Parking System throughout the Country.

3. NHIDCL invites Request for Proposal (RFP) for empanelment of Consultants for preparation of Feasibility Report, Architectural & Structural Design of Automated Parking System at various locations in India. The empanelment of the Consultants shall be valid initially for a period of 01 (one) year extendable for a further period of 02 (years) at the discretion of NHIDCL on the same terms & conditions.

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

## 5. Essential Qualification/Eligibility Criteria

Sr.No.	Work Experience	Financial Capacity
1.	<p>Experience of having successfully completed architectural and structural design work of similar nature works of automated multilevel car parking of <b>minimum 100 cars</b> during last 07 (seven) years with Central/State Government/ Central Autonomous Body/ Central Public Sector Undertaking/Municipal body</p> <p>Successfully completed architectural and structural design work of <b>One similar work of Rs. 5.00 crore</b></p> <p style="text-align: center;">Or</p> <p>Successfully completed architectural and structural design work of <b>Two similar works of Rs. 3.20 crore each</b></p> <p style="text-align: center;">Or</p> <p>Successfully completed architectural and structural design work of <b>Three similar works of Rs. 2.50 crore each.</b></p> <p><i>Note:</i> The Bidder should submit the experience certificate of the completed works as per the format specified in the later part of this RFP.</p>	<p>Minimum Average Annual Turnover of Rs. 50.00 Lakh during the last 03 (three) Financial Year (ending FY 2018-19).</p> <p><b>Note:</b></p> <p>(i) The Bidder shall submit Audited Balance Sheet and Profit &amp; Loss Account Report of last 3 Financial Years i.e. ending Financial Year 31st March 2019 (duly certified by Chartered Accountant)</p> <p>(ii) The Bidder shall submit a certificate from Chartered Accountant as a proof of turnover for the last three Financial Years i.e. 2016-17, 17-18 &amp; 18-19.</p> <p># If audited Balance Sheet &amp; Profit &amp; Loss account for Financial Year 2018-19 is not available, then unaudited Balance Sheet certified by Chartered Accountant may be submitted by the bidder.</p>

## 6. Evaluation Methodology

1.	Work experience of similar work of automated multilevel car parking of minimum 100 cars (during last 7 years)  (i) Less than one work : 0 mark (ii) One Work : 50 marks (iii) More than 1 work : 5 marks for each additional work with maximum 25. Marks  (One similar work of Rs. 5.00 crore will be considered as one similar work ; two similar works each of Rs. 3.20 crore but less than Rs. 5.00 crore will be considered as one similar work ; three similar works each of Rs. 2.50 Crore but less than Rs. 3.20 crore will be consider as one similar work for the evaluation process)	75
2.	Annual turn over for the last 3 years  (i) Less than Rs. 50.00 Lakh : 0 mark (ii) Equal to Rs. 50.00 Lakh : 20 marks (iii) More than Rs. 50.00 Lakh : 1 marks for each additional Rs. 5.00 Lakh Turnover with maximum 5 marks	25
	Total	100

### Note:

a) The computation of the Technical Status of Bidder Assessment would be based on the details provided in Technical Bid.

b) The evaluation on the Technical Proposal would be qualitative & to the best judgment & discretion of NHIDCL Evaluation Committee. The marks so assigned by NHIDCL would be final and binding on the Bidder.

c) The composite score under the Technical Proposal would be the arithmetic sum of the marks assigned to the bidder under each of the parameters listed above.

d) Only those bidders who have obtained benchmark score of 75 % in technical evaluation will qualify for empanelment.

## 7. Selection of Bidder for a project at a location:

Bidders obtaining a bench mark score of minimum 75 shall be empanelled by NHIDCL for present and future project. Accordingly, whenever any prospective client will approach NHIDCL to explore the possibility of setting up Automated Car Parking System at a location, NHIDCL in written, will intimate the empanelled Consultants to submit their quotation for the project at that location. Consultant quoting the least price for the project will be the selected /successful bidder for that particular project. The Consultant shall complete the requisite assignment in 3 months period as per the time schedule at Section IV of RFP.

## 8. Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

Bid Document /NIT Publishing Date	25.06.2019 (1500hrs)
Bid Document Download / Start Date	25.06.2019 (1500hrs)
Clarification Start Date (Pre bid queries)	25.06.2019 (1500hrs)
Clarification End Date( Last date for receipt of pre bid query)	02.07.2019 (1100hrs)
<b>Pre bid Conference</b>	02.07.2019 (1600hrs)
Authority's response to pre bid queries latest by	04.07.2019 (1500hrs)
Bid Submission Start Date	25.06.2019 (1500hrs)
<b>Bid submission End Date (online &amp; physical Copy)</b>	15.07.2019 (1500hrs)
Opening Date of Technical Bids	16.07.2019 (1500hrs)
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

9. A pre-Bid Conference shall be held on 02.07.2019 at 1600 Hrs at NHIDCL HQ to discuss the queries of the bidders. The bidders are requested to submit their queries by email at [gm5@nhidcl.com](mailto:gm5@nhidcl.com) on or before **02.07.2019 (1100 hrs)**.

10. The empanelled consultants shall keep NHIDCL indemnified throughout the empanelment period against any loss arising out of any action/omission/commission initiated on the basis of the report/professional advice provided by the Consultant. The empanelled agency shall be required to submit an Indemnity Bond as per the format provided in Annexure- H of RFP.

## SECTION II

### INSTRUCTIONS TO BIDDERS

#### 1. General

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

The Bidders are invited to submit the Technical proposal for empanelment of consultant for preparation of Feasibility Report, Architectural & Structural Design of Automated Parking System at various locations in India .

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

#### 2. Clarifications

Bidders requiring any clarification on the RFP document may notify NHIDCL in writing till the date set for Pre-Bid Conference i.e. 02.07.2019 at 1600 hrs. NHIDCL shall upload the response on its website, including a description of the enquiry but without identifying its source

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

ATTN. OF:	Rajeev Sood
DESIGNATION:	General Manager (Tech)
ADDRESS:	2 <sup>nd</sup> Floor, PTI Building, 4, Parliament Street, New Delhi – 110001
E-MAIL ADDRESS:	<a href="mailto:gm5@nhidcl.com">gm5@nhidcl.com</a>

#### 3. Amendments to RFP

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

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

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

#### 4. Language and Currency.

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

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

## **5. Bid Validity**

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

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

## **6. Site Visit**

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

The Consultant shall complete the requisite assignment in 3 months period as per the time schedule at Section IV of RFP.

The Consultancy fee should be inclusive of the all site visits required to be made by the selected Consultant as and when required in relation to the Contract.

## **7. Preparation of Proposal :**

**The technical proposal must provide the following information:**

- i) Structure and organization of the firm with complete details as per Annexure – A.
- ii) Financial details/information as per Annexure – B.
- iii) Details of all, similar works completed in the last 7 years as per Annexure – C.
- iv) Details of all ongoing similar works or awarded as per Annexure-D.
- v) Performance on Completed or ongoing similar works shall be furnished through Experience Certificates as per format given in Annexure – E.
- vi) Anti – Collusion certificate as per Annexure - F.
- vii) Any additional information required as per this document.
- viii) Power of Attorney in the name of the Authorized Representative of the Firm.

Note: The technical proposal must not include any financial information, other than 7 (ii) above.

## **8. Submission of Proposal**

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

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

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



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

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

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

## **10. Sealing and Marking of Bid**

10.1 The envelope containing the technical bid should be sealed and marked as "Technical Bid". The Bidder on the cover of the envelope should clearly mention the Name and Address of the Bidder and also the name of the project i.e. Consultancy Services for preparation of the Feasibility Report, Architectural & Structural Design of Automated Parking System at various locations in India.

10.2 All the communications shall be addressed to:

ATTN. OF:	Rajeev Sood
DESIGNATION:	General Manager (Tech)
ADDRESS:	2 <sup>nd</sup> Floor, PTI Building, 4, Parliament Street, New Delhi – 110001
E-MAIL ADDRESS:	<a href="mailto:gm5@nhidcl.com">gm5@nhidcl.com</a>

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

## **11. Proposal Due Date**

11.1 Proposal should be submitted on or before 15.07.2019 (1500 Hrs) in the manner and form as detailed in this RFP.

11.2 NHIDCL, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum

## **12. Late Proposals**

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

### **13. Modification and Withdrawal of Proposals.**

13.1 The Bidder may modify or withdraw its proposal after submission, provided that written notice of the modification or withdrawal is received by NHIDCL before the 'Proposal Due Date'. No proposal shall be modified or withdrawn by the bidder after the 'Proposal Due Date'.

13.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 11 with envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" and also "PART I: TECHNICAL BID" and "PART II: FINANCIAL BID" as appropriate.

### **14. Test of Responsiveness**

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

- a) It is received before 1500 Hrs. (IST) on the 'Proposal Due Date'.
- b) It is signed, sealed and marked as stipulated in Clause 10.
- c) It contains the information and documents as requested in RFP.
- d) It contains information in the format as specified in RFP.
- e) It mentions the validity period as set out in Clause 5.0 (as per format of Annexure G). There are no inconsistencies between the Proposal and the supporting documents.

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

### **15. Performance Security**

#### **16. Pre-bid Conference:**

16.1 The Bidder or his official representative may attend a pre-bid conference, which will be held in NHIDCL HQ, New Delhi on 02.07.2019 at 1600 hrs.

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

16.3 The Bidder is requested to submit any query in writing or by email on or before 02.07.2019 (1100 Hrs).

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

## 17. Evaluation of Proposal

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

Sr. No	PARAMETER	SCORE
1	Technical Bid	100
1.1	Work experience of similar works of automated multilevel car parking of minimum 100 cars(during last 7 years)	75
1.2	Average Annual Turnover (last three years)	25

## 18. Evaluation Methodology

### 18.1 Technical Bid Evaluation (100 marks)

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

1.0	Technical Submission	75
1.1	Work experience of similar works of automated multilevel car parking of minimum 100 cars (during last 7 years)  (i) Less than one work : 0 mark (ii) One Work : 50 marks (iii) More than 1 work : 5 marks for each additional work with maximum 25 Marks  (One similar work of Rs. 5.00 crore of not less than 100 cars will be considered as one similar work ; two similar works of not less than 100 cars each of Rs. 3.20 crore but less than Rs. 5.00 crore will be considered as one similar work ; three similar works of not less than 100 cars each of Rs. 2.50 Crore but less than Rs. 3.20 crore will be consider as one similar work for the evaluation process)	
1.2	Average Annual Turn over for the last 3 years  (i) Less than Rs. 50.00 Lakh : 0 mark (ii) Equal to Rs. 50.00 Lakh : 20 marks (iii) More than Rs. 50.00 Lakh : 1 marks for each additional Rs. 5.00 Lakh Turnover with maximum 5 marks	25
	Total	100

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

## **19. Rejection of Bid**

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

19.2 Deleted.

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

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

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

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

19.5 Conditional proposals shall not be accepted.

## **20. 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.

## **21. Miscellaneous**

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

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

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

21.4 Time is and will be Essence of work.

**22. Location of the Project:**

All over India.

**SECTION III (A)**

**FORM OF BANK GUARANTEE FOR PERFORMANCE  
SECURITY**

**[Contract No.: NHIDCL/AMLCP/DPR/2019]**

To

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

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

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

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

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

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

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

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

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

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

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

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

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

Designation.....

Employee Code.....

Name of the Issuing Bank.....

Branch.....

Address.....

Phone no.....

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

Not to be a part of BG:

**Note: Information about the issuance of Performance Bank Guarantee should be submitted through SFMS gateway to the Syndicate Bank, Transport Bhawan, New Delhi-110001 (SYNB009062) to aid in the process of confirmation of Bank Guarantee.**

## Section III (B)

### CONTRACT AGREEMENT

for

Empanelment of Consultants for preparation of Feasibility Report, Architectural & Structural Design of Automated Multilevel Car Parking System at various locations in India.

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

AND WHEREAS the Employer invited bids from eligible bidders for the execution of the work, viz. "preparation of Feasibility Report, Architectural & Structural Design of Automated Car Parking System at various locations in India". *Contract Package No: NHIDCL/ACP/DPR/2019.*

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

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

AND WHEREAS the Contractor Clause 32 of Section II of RFP.has agreed to undertake such works and has furnished the Performance Security in pursuant to Clause 15 of Section II of RFP.

NOW THIS AGREEMENT WITNESSETH as follows:

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



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

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

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

For and on behalf of

National Highways &  
Infrastructure Development  
Corporation Ltd

For and on behalf of

M/s CCC Infrasy Pvt. Ltd.

.....  
**General Manager (Tech)**

.....  
**(Authorized Signatory)**

In the presence of:

1. Name:

2. Address:

1. Name:

2. Address:

1. Name:

2. Address:

1. Name:

2. Address:

## **SECTION IV**

### **PAYMENT SCHEDULE and Timelines for Activities**

<b>Stages</b>	<b>Description</b>	<b>Timelines for Activities</b>	<b>Payment in % of the Contract value</b>
<b>Stage I</b>	Preliminary report with parking demand assessment, proposed technology to be used, tentative layout and cost estimate	Within 3 weeks from Date of commencement of consultancy assignment	15 %
<b>Stage II</b>	Final Feasibility report	Within 2 weeks after Stage I	20 %
<b>Stage III</b>	Draft DPR	Within 2 weeks after Stage II	25 %
<b>Stage IV</b>	Approval and security clearances	Within 2 weeks after Stage III	15 %
<b>Stage V</b>	Final DPR	Within 2 weeks after Stage IV	15 %
<b>Stage VI</b>	Bid Documents	Within 1 week after Stage V	10 %

## **Section V**

### **1.0 Scope of Services**

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

- i. To prepare the feasibility report for having the parking system in 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 wetriser 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 BoQ shall be as per the scheduled item of DSR, market rate items along with analysis of rates based on the above scope shall be submitted.
- ii. The tender document for execution work shall be prepared out of one of the alternatives mode as will be approved by the Employer i.e. EPC/ Item Rate/PPP mode.
- iii. To carryout, structural/geometrical design, and drawing of any other component related with this work but not specifically mentioned above and to do modification in structural design and drawing of the member, if required by the Employer as per site requirement/suggestions of the proof consultant. The decision of NHIDCL or his authorized representative in this regard shall be final and binding on the Consultant.
- iv. To design entire system comprising of all such requirement such as intelligence vehicle access control system (IVACS), parking lot signal, bay guidance system, necessary lighting arrangements following the all design standards such as disability glare, foot candle, full cut of type fixture, horizontal luminance light trespass, applied, uniformity ratio (U.R.O)
- v. To prepare 'good for construction' drawings for implementation of project and to provide more detail drawings, if required, by the Employer. Initially consultant shall submit three sets of design and drawings in hard forms and one set in soft form. There after six sets of finally approved design and drawing in hard form and two in soft form. The Consultant shall submit any additional set of drawing and design calculations in the required no. of copies as may be required by the Employer.
- vi. The consultant shall tender necessary assistance in getting the design and drawings approved from the Proof Consultant. It will be the responsibility of the Consultant

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

## **2.0 Technical Bid Submission:**

**The technical bid shall consist of the following documents:**

- i.** Structure and organization of the firm with complete details as per Annexure-A.
- ii.** Financial details / information as per Annexure – B.
- iii.** Details of all, similar works completed in the last 7 years as per Annexure – C.
- iv.** Details of all ongoing similar works or awarded as per Annexure D.
- v.** Performance on Completed or ongoing works shall be furnished as per Annexure – E.
- vi.** Anti – Collusion certificate as per Annexure - F.
- vii.** Covering letter from tenderer detailing various considerations in the tender without disclosing financial bid.
- viii.** Registration of the Firm.
- ix.** Duly executed copy power of attorney in original along with its two certified copy in the name of tenderer authorized representative to act on behalf of tenderer in case of firm of partnership etc.
- x.** Details of infrastructure including software etc.
- xi.** Any other information required as per this document.

Note: The Technical Proposal must not include any financial information other than 2 (ii) above.

### 3. Terms of Reference

#### General:

1. NHIDCL seeks the services of qualified firms for preparing Technical Feasibility Report and Concept Plan along with Financial Feasibility (Business Plan) and Bid Documents for the appointment of Developer for the development of Automated Multi Level Car Parking Complex in various locations in India.
2. NHIDCL also plans to develop the car parking projects as self-sustaining projects with the developers being provided area for commercial development and operations under a suitable agreement towards operations and management of the project.
3. The Consultant shall assist NHIDCL in selection of prospective developers for the identified sites. The services under this task shall include providing technical inputs for preparation of bid documents and evaluating the conceptual designs/ Technical Bid submitted by the prospective developers. Further, Consultant shall prepare plans integrating with other multimodal transport system planned at the respective sites.
4. The Consultant shall be guided in its assignment by the required Manuals and standards as per NBC, concerned IS Codes and any other such document that NHIDCL may suggest. The Consultant shall be responsible for preparing Bid Documents including the Technical Schedules of the Concession/ Contract Agreement.
5. The Consultant shall assist NHIDCL by furnishing clarifications as required for financial appraisal and legal scrutiny of the conceptual plans, business plans and Bid Documents.
6. The Consultant shall also participate in the pre-bid conference with the applicants and manage the process of bid on behalf of NHIDCL in normalising the technical and financial aspects of the project including the Technical and Financial Feasibility Report, concept plan and Bid Process Management.
7. The Consultancy fee should be inclusive of the site visits required to be made by the selected Consultant as and when required in relation to the subject work.
8. NHIDCL reserves its right to terminate the Contract at any stage of deliverable, if need arises and the Contractor should not claim anything extra on that account.

#### 4.0 Detailed Scope of Work

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

##### A. Part I – Preparation of DPR

- i. **Review** : of previous reports/drawing/data if any and verify the available drawings of the site.
- ii. **Parking Demand Assessment**: The consultant shall carry out required traffic surveys for assessment of parking demand at the site. Estimate demand in terms of number of vehicles for time horizons of 25 years.
- iii. **Traffic Integration Plan**: The consultant shall develop suitable traffic integration plan for the parking facility. A proper traffic impact assessment study using micro – simulation tools such as Vissim, Aimsun etc. or similar simulation tools, shall be conducted to determine expected tight spots and traffic congestion points in the transport network considering proposed circulation plan and infrastructure provisions and also taking into account the future traffic load. The model shall be built by collecting necessary traffic data (traffic volume counts, intersection counts, speed studies) and calibrated as per industry standards. Various traffic simulation scenarios shall be run to develop and evaluate alternative traffic improvementschemes.
- iv. **Technology Specification** :The consultant shall recommend in its Proposal , the Technology viz. mechanized Automated Multilevel Car Parking including number of ECS, area per ECS, dimensions of the parking bay/ slot, average dimension of the car, number of underground levels, floor plans for each level, maximum depth of the construction, maximum height of the total parking structure, maximum clear height of each basement, maximum and average retrieval time of a vehicle in the parking structure, number of entry and exit bays, number of car lifts, details and specifications of ramp as per the technology.
- v. **Studies, Surveys and Investigations** - The Consultant shall carry out a detailed survey of the site and the surrounding areas to prepare accurate site plans. A report shall be prepared on topographic survey along with the photographs of important locations
- vi. **Geotechnical Survey** - In order to provide reasonable detail to the Applicants for assessing the type and cost of foundation of buildings and structures the Consultant shall carry out geotechnical investigations including conducting Laboratory and Field Test as per BIS along with the analysis of results and preliminary foundation design to determine nature of construction.
- vii. **Assessment of Development control norms** – The consultant shall assess the Local Building bye laws, development regulations, permitted land use and FSI at the site, rules for obtaining permission FSI, TDR, etc., for the proposed site; Details of similar commercial developments in the vicinity/city; Commercial development at the Parking site,if essential for sustainability of the Project. Hence, the

Consultant shall assess and recommend optimum commercial space in the Project. However, any such commercial development should be able to co-exist with the parking and surrounding areas of the airport in a complementary and harmonious manner.

- viii. **Concept Plans of the project;** - The consultant shall prepare detailed conceptual plans and elevations according to development norms applicable to the project. The requirements of pedestrians and physically disabled persons are to be specially taken care of.
- ix. **Project cost & time:** Preparation of indicative Cost Estimates and Estimated time for completion of Project.
- x. **Assessment of commercial potential for the project (market assessment)** – The consultant shall do a detailed assessment of commercial potential in terms of market size, product mix and rentals that may be plausible at the project site.
- xi. **Tariff Assessment** – The consultant shall analyse the tariffs charged across cities for parking. The tariff structure shall be designed in such a manner so as to optimize parking revenues.
- xii. **Financial Analysis** – The consultant shall prepare the financial model for development of the project and carry out the financial feasibility assessment for the project.
- xiii. **Operation and maintenance strategy** for the redevelopment/development area of the project.
- xiv. **Risk Assessment** of the project.
- xv. **Selection of Business Development Model**- Based on financial assessment and risk assessment the consultant shall suggest the best fit project structure.

The DPR will be approved by NHIDCL.

## 5.0. Location of the Project

All over India



**SECTION VI**

**TENDER APPLICATION FORM**

Date:

Tender No. :

To

Rajeev Sood  
General Manager(Tech)  
NHIDCL  
3rd Floor, PTI Building,  
4-Parliament Street, New Delhi-110001

Sir,

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

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

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

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

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

SEAL OF COMPANY.....

(Signature of the Authorized Representative)

## **ANNEXURE – 'A'**

### **STRUCTURE AND ORGANISATION**

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

ANNEXURE-B

**FINANCIAL INFORMATION**

Name of Firm:

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

(Signature of the Authorized Signatory)

Note:

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

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

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

**ANNEXURE - 'C'**

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

**Name of Firm:**

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

**ANNEXURE – ‘D’**

**Details of all ongoing similar works or awarded**

**Name of Firm:**

<b>S. NO</b>	<b>NAME OF PROJECT AND LOCATION</b>	<b>OWNER OF SPONSORING ORGANISATION</b>	<b>COST OF WORK</b>	<b>DATE OF COMMENCEMENT AS PER CONTRACTOR</b>	<b>STIPULATED DATE OF COMPLETION</b>	<b>UPTO DATE PROGRESS OF WORKS FINANCIAL / PHYSICAL</b>	<b>NAME, ADDRESS &amp; TELEPHONE OF OFFICER TO WHOM REFERENCE MAY BE MADE</b>	<b>DETAILS OF SALIENT FEATURES OF THE PROJECT</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>

## **ANNEXURE – ‘E’**

### **Performance on Completed or ongoing works**

1. Name of the Agency
2. Name of work/project and location
3. Agreement No.
4. Estimated Cost
5. Tendered Amount
6. Gross Value of work done till date
7. Date of Start
8. Date of completion and present progress (%)
  - i. Stipulated date of completion
  - ii. Actual / Anticipated date of completion.
  - iii. Present Progress (For ongoing works) Financial / Physical
9. Performance Report
  - (i) Quality of Work: very Good/Good/Fair/Poor
10. Whether the agency has gone for Litigation/Arbitration against the client.
11. Whether the client has gone for Litigation/Arbitration against the agency.

**(Should be signed by  
the officer not below the rank of Executive Engineer or equivalent.)**

**ANNEXURE — ‘F’**

**FORMAT FOR ANTI — COLLUSION CERTIFICATE**

**Anti — Collusion Certificate**

We hereby certify and confirm that in the preparation and submission of our bid for the proposals, we have nor 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 or will offer any illegal gratification in cash or kind to any person or agency in connection with instant Proposal.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 2010.

\_\_\_\_\_  
(Name of the Bidder)

\_\_\_\_\_  
(Signature of the Authorized Person)

\_\_\_\_\_  
(Name of the Authorized Person)

Note:

1. This Annexure should be presented on the letterhead of the Bidder

### **Annexure – ‘G’**

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

\_\_\_\_\_  
(Signed by an Authorized Representative of the Firm)

\_\_\_\_\_  
Name of the Representative

\_\_\_\_\_  
Name of Firm

DATE

**(To be notarized by Notary)**



Annexure - H

**Indemnity Bond**

(To be stamped as an agreement with the duty payable in the location where it is executed)

THIS DEED OF INDEMNITY ("Deed") executed at this day of \_\_\_\_\_  
\_\_\_\_\_ by, .....(Hereinafter referred to as  
"Consultant", which expression shall, unless it is repugnant to the subject or context  
thereof, includes its successors, nominees and assigns).

in favour of

National Highways and Infrastructure Development Corporation Limited, a company  
incorporated under the Companies Act 2013 and having its corporate office at 3<sup>rd</sup>  
Floor, PTI Building, Parliament Street, New Delhi-110001 hereinafter referred to as  
"NHIDCL", which expression shall, unless it be repugnant to the subject or context  
thereof, include its successors and permitted assigns).

WHEREAS

In consideration of having applied for empanelment as Consultant in NHIDCL vide  
letter No. \_\_\_\_\_ dated \_\_\_\_\_, for preparation of Feasibility Report,  
Architectural & Structural Design of Automated Car Parking System at various locations in  
India, the Consultant hereby agree to provide its services as per the terms &  
conditions and scope of work specified in the RFP dated 25.06.2019 issued by NHIDCL.

The Consultant hereby undertakes that it shall take all reasonable endeavors to  
indemnify and to keep indemnified NHIDCL from any loss arising out of any action/  
omission/ commission taken by NHIDCL on the basis of the report/ professional  
opinion provided by them. Further, the consultant also undertake to provide its  
services in a time bound manner and indemnify NHIDCL for any loss caused due to  
delay submission of report

The disputes arising out of this Indemnity shall be settled as per laws of India and  
within the jurisdiction of courts of New Delhi only.