



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

Request for Proposal

For

**Consultancy services for preparation of Detailed Project Report,
Architectural & Structural Design of Automated/Mechanised Multilevel Car
Parking System at the following 03 locations in the State of Uttarakhand:**

- (i) Near National Hotel, Tallital, Nainital**
- (ii) Tehsil campus, Roorkee**
- (iii) Lalita Rao Park, Haridwar**

BID DOCUMENT

July, 2022

**Regional Office, C-24, Ajabpur Kalan, near JP
Badminton Academy, Doon University Road,
Dehradun, Uttarakhand– 248121**

National Highways & Infrastructure Development Corporation Ltd.
Ministry of Road, Transport and Highways, Government of India
NOTICE INVITING TENDER (NIT)

NHIDCL/AMLCP/ DPR /Uttarakhand/2022

Dated: xx.07.2022

Sub: *Consultancy Services for Preparation of Detailed Project Report, Architectural & Structural Design of Mechanised/Automated Multilevel Car Parking System at the following 03 locations in the State of Uttarakhand:*

- (i) Near National Hotel, Tallital, Nainital
- (ii) Tehsil Campus, Roorkee
- (iii) Lalita Rao Park, Haridwar

1 Introduction

National Highways and Infrastructure Development Corporation Ltd. (NHIDCL) has been entrusted with the assignment of *Consultancy Services for Preparation of Detailed Project Report Architectural & Structural Design of Mechanised/Automated Multilevel Car Parking at the following 03 locations in the State of Uttarakhand:*

- (i) Near National Hotel, Tallital, Nainital
- (ii) Tehsil Campus, Roorkee
- (iii) Lalita Rao Park, Haridwar

The tentative area of these locations are given in Appendix-I.

A brief description of the assignment and its objectives are given in Section V of RFP.

- 1.1 NHIDCL invites Proposals (the “Proposals”) *through e-tender* (on-line bid submission) on CPP Portal for selection of DPR Consultant (the “Consultant”) who shall prepare detailed project report (DPR). Consultants are hereby invited to submit proposals in the manner prescribed in the RFP document on or before the bid due date. Request for Proposal (RFP) is available online on e-tender portal of <https://eprocure.gov.in>. The document can also be downloaded from NHIDCL website (www.nhidcl.com). Cost of the Document in the form of a Non-refundable document fee as mentioned in RFP is to be deposited online (RTGS/NEFT/Other online mode) to the NHIDCL’s Bank account as specified in RFP. A copy of payment receipt (RTGS/NEFT/Other online mode) must be submitted.

2 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

S. No.	Description	Date & Time
1.	Bid Document /NIT Publishing Date	15.06.2022
2.	Last date for receipt of pre bid query	11.07.2022 (1100hrs)
3.	Pre bid Conference	11.07.2022 (1600hrs)
4.	Authority’s response to pre bid queries latest by	12.07.2022
5.	Bid Submission End Date	15.07.2022 (1500hrs)

6.	Opening of Bids	16.07.2022 (1530hrs)
7.	Date of uploading of list of Technically Qualified Applicants	To be intimated later
8.	Date of Opening of Financial Bids of Qualified Applicants	To be intimated later
9.	Letter of Award (LOA)	To be intimated later
10.	Submission of PBG	Within 10 days of issuance of LOA
11.	Signing of Agreement	Within 05 days of submission of PBG

- 3 A pre-Bid Conference shall be held on 11.07.2022 at NHIDCL Regional Office, Dehradun to discuss the queries of the bidders. The bidders are requested to submit their queries by email at **ronhidcldehradun@gmail.com** on or before 11.07.2022.

Executive Director (P)

Regional Office-Dehradun

National Highways & Infrastructure Development Corporation Ltd.

(Ministry of Road Transports & Highways, Government of India)

C-24, Ajabpur Kalan, THDCC, near JP Badminton Academy,

Doon University Road, Dehradun, Uttarakhand – 248121

Email:ro.dehradun@nhidcl.com,ronhidcldehradun@gmail.com

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.

Letter of Invitation (LOI)

NHIDCL/AMLCP/ DPR /Uttarakhand/2022

Dated: xx.xx.2022

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1. Introduction

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The tentative area of these locations is given in Appendix-I.

1.2 A brief description of the assignment and its objectives are given in Section V of RFP.

1.3 NHIDCL invites Proposals (the “Proposals”) *through e-tender* (on-line bid submission) on CPP Portal for selection of DPR Consultant (the “Consultant”) who shall prepare detailed project report (DPR). Consultants are hereby invited to submit proposals in the manner prescribed in the RFP document.

1.3.1 Financial proposal are only to be submitted online and no hard copy of the financial proposal should be submitted. The Consultant who quotes the lowest price for a location will be declared the L1 bidder i.e. successful bidder.

1.4 To obtain firsthand 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 works will be awarded to the L1 bidder(s) based on the lowest cost. However, Authority reserves it rights to reject any bid without assigning any reasons thereof.

1.6 Please note that (i) costs of preparing the proposal 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 by the authorized signatory as detailed below:

- 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 Pre-proposal conference shall be conducted through video conference. Those consultants who are interested in participating in the pre-proposal meeting through VC must request for the VC Link through email/letter date, time and venue given in RFP.
- 1.9 The Applicant, by submitting its application pursuant to this 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 case of the Selected Applicant, if the Applicant fails to submit the Performance Guarantee within the given time frame.

2. Documents

- 2.1 For the preparation of the 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 NHIDCL may, for any reason, whether at its own initiative or in response to a clarification requested by a Consulting firm, modify the Documents by addendum or corrigendum. The amendment will be uploaded on NHIDCL website/CPPP. The NHIDCL 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: Technical Proposal

Part 3: Financial Proposal

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

- i. **Tender Document fee:** The fee for the tender document amounting to Rs.5,900/- (Rupees Five Thousand Nine Hundred only) (Rs. 5,000/- plus GST@18%) (Non-refundable) is to be deposited online (RTGS/NEFT/other online mode) to the NHIDCL's bank account as mentioned below: A copy of payment receipt must be submitted.

S. No.	Particular	Details
1	Name of Beneficiary	Executive Director, NHIDCL, RO-Dehradun
2	Beneficiary Bank Account No.	85183210001023
3	Beneficiary Bank Branch Name and Address	Canara Bank, Dehradun
4	Beneficiary Bank Branch IFSC	CNRB0018518

- ii. **Bid Security:** Bid Security of **Rs. 15,000/- (Rupees Fifteen Thousand only)** is to be deposited online (RTGS/NEFT/other online mode) to the NHIDCL's bank account as mentioned below: A copy of payment receipt must be submitted.

S. No.	Particular	Details
1	Name of Beneficiary	Executive Director, NHIDCL, RO-Dehradun
2	Beneficiary Bank Account No.	85183210001023
3	Beneficiary Bank Branch Name and Address	Canara Bank, Dehradun
4	Beneficiary Bank Branch IFSC	CNRB0018518

3.2 Technical proposal must provide the following information:

- Structure and organization of the firm and expert entity (if any) with complete details as per Annexure-A.
- Financial details / information as per Annexure-B.
- Details of all similar works completed by firm and expert entity (if any) in the last 7 years as per Annexure-C.
- Registration of the Firm.
- Duly executed Power of Attorney in the name of the authorized representative to act on behalf of the tenderer.
- Notarized Copy of MoU with the Expert Entity (Refer para 4.1 (b) of Section I of RFP), if applicable as per Annexure-F.

3.3 Financial Proposal must provide the following information:

- 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 all the requisite Survey, Investigation, Feasibility Study including Soil Investigation, Preparation of Detailed Project Report containing financial model, including support staff and logistics/transportation etc. Financial Proposal should be prepared strictly using, the formats attached in Appendix III. 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-III (BoQ) shall be considered as non- responsive and is liable to be rejected. Financial bid (i.e. BoQ) should be submitted through online mode only.
- 3.2.2 The financial proposal shall take into account cost of insurance specified in the Appendix-IV
- 3.2.3 Costs shall be expressed in Indian Rupees by the domestic as well as by the 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 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.
- 4.2 Your proposal must be valid for 120 days from the closing date of submission of proposal.
- 4.3 Technical Bid as per the format described in Section VI, along with relevant supporting documents.
- 4.4 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.
- 4.5 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.

5. Proposal Evaluation

5.1 Stage I- Responsiveness of the Proposal

The proposal would be evaluated by a committee constituted by NHIDCL. A three-stage procedure will be adopted in evaluating the proposal. In the first stage- Responsiveness of the proposal shall only be considered responsive for Technical Opening if:

- i. The proposal is accompanied by Tender Document fee.
- ii. The Proposal is accompanied by Bid Security.
- iii. The documents are properly signed by the authorized signatories and whether the proposal contains proper Power of Attorney as mentioned at para 1.7 above
- iv. The proposals shall be received on or before the dead line of submission.

5.2 Stage II-Technical Evaluation

In the second stage the technical proposal shall be evaluated as per the detailed evaluation criteria given in Section-I and II.

Only those bidders who have obtained benchmark score of 75 in technical evaluation will qualify for opening of Financial Proposals.

5.3 Stage III- Evaluation of Financial Proposal

Financial proposal of the responsive firm in the stage II 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.

The Consultant with the lowest financial quote shall be declared as the **successful bidder (L-1 bidder)**. However, Authority reserves its rights to reject any bid without assigning any reasons thereof.

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 5% of the total contract value** from Public

Sector Banks or Scheduled Private Banks having the Net Worth of Rs 1,000/- crores or more as per the latest annual report of the bank, in favour of the Authority. The list of such banks is mentioned as below. The Authority reserves the right to add or remove any of name's bank on which BG shall be accepted based on advisories from the Govt./RBI. The BGs issued by 'Foreign Banks' and Banks not mentioned in the given list shall not be accepted. 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 foreclosure / termination. If a Consultant fails to submit the Performance Security (as specified above), the Bid Security submitted by the Consultant shall be forfeited.

List of Scheduled Public Sector Banks	List of Private Sector Banks	List of Scheduled Small Finance Banks
Bank of Baroda	Axis Bank Ltd.	Au Small Finance Bank Ltd
Bank of India	Bandhan Bank Ltd.	Equitas Small Finance Bank Ltd.
Bank of Maharashtra	CSB Bank Ltd.	Suryoday Small Finance Bank Ltd.
Canara Bank	City Union Bank Ltd.	Ujjivan Small Finance Bank Ltd.
Central Bank of India	DCB Bank Ltd.	Utkarsh Small Finance Bank Ltd.
Indian Bank	Federal Bank Ltd.	ESAF Small Finance Bank Ltd.
Indian Overseas Bank	HDFC Bank Ltd.	Jana Small Finance Bank Ltd.
Punjab National Bank	ICICI Bank Ltd.	
Punjab & Sind Bank	IndusInd Bank Ltd.	
State Bank of India	IDFC First Bank Ltd.	
UCO Bank	Jammu & Kashmir Bank Ltd.	
Union Bank of India	Karnataka Bank Ltd.	
	Karur Vysya Bank Ltd.	
	Kotak Mahindra Bank Ltd.	
	RBL Bank Ltd.	
	South Indian Bank Ltd.	
	Tamilnadu Mercantile Bank Ltd.	
	YES Bank Ltd.	
	IDBI Bank Ltd.	

6.2 Bid Security

- 6.2.1 The applicant shall furnish as part of its Proposal, a Bid Security of Rs.15,000/- (Rupees Fifteen Thousand Only), issued by one of the Public Sector Banks or Scheduled Private Banks having the Net Worth of Rs 1,000/- crores or more as per the latest annual report of the bank, in favour of the Executive Director (P), NHIDCL Regional Office-Dehradun payable at Dehradun valid for a minimum period of 60 days from the last date of submission of proposals. The Bid Security of unsuccessful bidders will be released after the issuance of LoA to the successful bidder. Bid Security of the successful bidder shall be returned after the signing of the Contract Agreement.
- 6.2.2 Any Bid not accompanied by the Bid Security of the required value and validity shall be rejected by the Authority as non-responsive.
- 6.2.3 The NHIDCL shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

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-V.

8. Award of Contract

The Client shall issue Letter of Award to the successful Consultant(s) and instruct the Consultant(s) to provide Performance Security as in Para 6 above.

9. Signing of Contract Agreement

After having received the performance security and having it verified, the Client shall invite the successful bidder(s) for signing of Contract Agreement on a date and time convenient to both parties within 10 days of receipt of Performance Security. The General Conditions of Contract, Special Conditions of Contract and Integrity Pact enclosed as Appendix-VI, VII and VIII respectively will form the integral part of the Contract Agreement. Date of Commencement of Services shall be considered from the date of signing of Contract Agreement or 05 days from receipt of Performance Security, whichever is earlier.

10. Confirmation

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

Thanking you.

Col Sandeep Sudhera (Retd)

Executive Director (P)

Regional Office, C-24, Ajabpur Kalan, near JP

Badminton Academy, Doon University Road,

Dehradun, Uttarakhand– 248121

Mb: 9815287855

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National Highways & Infrastructure Development Corporation Ltd.

NHIDCL/AMLCP/DPR/Uttarakhand/2022

Date: xx.xx.2022

SECTION-I

Request for Proposal for Consultancy services for preparation of Detailed Project Report, Architectural & Structural Design of Automated/Mechanised Car Parking System at the following 03 locations in the State of Uttarakhand:

- (i)** Near National Hotel, Tallital, Nainital
- (ii)** Tehsil Campus, Roorkee
- (iii)** Lalita Rao Park, Haridwar

1. National Highways and Infrastructure Development Corporation Limited (NHIDCL) was incorporated on 18th July, 2014 as a fully owned company under the Ministry of Road Transport & Highways, Government of India the company promotes, surveys, establishes, designs, builds, operates, maintains and upgrades National Highways and Strategic Roads including interconnecting roads in parts of the country which share international boundaries with neighboring countries. The regional connectivity so enhanced would promote cross border trade and commerce and help safeguard India's international borders. This would lead to the formation of a more integrated and economically consolidated South and South East Asia. In addition, NHIDCL has undertaken the works of Infrastructural Development also and one of such infrastructural work completed is the Construction of Automated Multilevel Car Parking facility having parking capacity of 112 cars, in the premises of Transport Bhawan, MoRTH at Parliament Street, New Delhi, a prestigious project of Ministry of Road Transport & Highways.
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 (EDMC), South Delhi Municipal Corporation (SDMC), Chennai Metro Rail Corporation, Bangalore Metro Rail Corporation, Tourism Department of Shimla, Income Tax Deptt- New Delhi, Govt. of Bihar, Govt. of Arunachal Pradesh, Govt. of Uttarakhand 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. Ministry of Road Transport & Highways (MoRTH) has already designated NHIDCL to take up the work of Automated Car Parking Project for Central/State Governments, PSUs of Central & State Governments, Autonomous bodies, Metro Rail Corporation, Municipal Corporations and other agencies. Further, Ministry of Housing and Urban Affairs (MoHUA) has requested all the States/UTs to utilize the services of NHIDCL in the field of Automated Car Parking Projects.

4. Essential Qualification/Eligibility Criteria

4.1 Work Experience

Given the specialized nature of the work, the bidder (i.e. the firm(s) to be qualified as

eligible for evaluation) must fulfill the following criteria:

(a) The bidder must submit Experience Certificate/Completion Certificate of having successfully completed detailed project report, architectural and structural design work/Executing work of similar nature works of automated multilevel car parking of **minimum 100 cars** during **last 07 (seven) years** with Central/State Government/ Central Autonomous Body/ Central Public Sector Undertaking/Municipal body.

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

(b) However, in a case where the Bidder does not have certified experience of the works on his own required as per **para (a)**, he may enter a MoU of collaboration with a relevant **Expert entity*** of relevant experience.

An **expert entity (*)** is defined as a specialized organization of experience **either** as:

(i) Experience of having successfully completed architectural, structural & MEP consultancy services work of similar works of **automated multilevel car parking** systems of **minimum 100 cars** during **last 07 (seven) years** with Central/State Government/ Central Autonomous Body/ Central Public Sector Undertaking/Municipal body.

(or)

(ii) Experience of having successfully completed design installation, testing and commissioning work as **OEM ** (Original Equipment Supplier)** of similar works of **automated multilevel car parking** systems in either 3 separate comparable projects in India or 10 projects abroad of **minimum 100 cars** during **last 07 (seven) years** with Central/State Government/ Central Autonomous Body/ Central Public Sector Undertaking/Municipal body. Such a bidder must execute a MoU of collaboration for technical expertise as per Annexure F.

Further, the Experience Certificate/ Completion Certificate in any of the above para i.e. b

(iii) or b (ii) should explicitly state that the parking system is automatic having capacity of minimum 100 cars.

***** In this Case, the applicable project of the OEM should have the certified compliance of any relevant norms followed for Parking System design and manufacture such as EN 14010 or VDI 4644.***

Note: (a) If bidder bids through MoU, Notarized copy of such MoU must be submitted at the time of bid submission.

(b) In no case, credentials of the Expert Entity shall be considered for the evaluation of bids. Technical and Financial Credentials of the main bidders shall only be considered for evaluation and determination of the eligibility.

4.2 Financial Capacity

Minimum Average Annual Turnover of Rs. 20.00 Lakh during the last 03 (three) Financial Year (ending FY 2021-22).

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 2022 (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. 2019-20, 20-21 & 21-22.

If audited Balance Sheet & Profit & Loss account for Financial Year 2021 -22 is not available, then unaudited Balance Sheet certified by Chartered Accountant may be submitted by the bidder.

(iii) In case of a Bidder in MoU with an Expert Entity, Turnover or financial capacity towards evaluation or eligibility of only the main bidder shall be counted, and financial capacity or turnover of the entity in MoU shall not be considered wholly or part thereof.

5. Evaluation Methodology

1.	Work experience of similar work of automated[#] multilevel car parking of minimum 100 cars (during last 07 years) (i) Less than one work : 0 mark (ii) One Work : 65 marks (iii) More than 1 work : 5 marks for each additional work with maximum 10. Marks # Bidder can submit work experience for detailed project report, architectural and structural design work/executing work (i) Automated Multilevel Car Parking in the sole capacity or (ii) experience of having completed Automated Multilevel Car Parking along with MoU of collaboration with relevant Expert Entity. (Please refer para 4.1 of Section I).	75
2.	Annual turnover for the last 3 years (i) Less than Rs. 20.00 Lakh : 0 mark (ii) Equal to Rs. 20.00 Lakh : 20 marks (iii) More than Rs. 20.00 Lakh : 1 marks for each additional Rs. 2.00 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.

6. If at any stage of evaluation or subsequent to the entrustment of assignment, any credentials submitted by the bidders in their bid, are found to be incorrect; the Authority reserves the right to terminate/debar such bidders.

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 proposal for consultancy services for preparation of Detailed Project Report, Architectural & Structural Design of Automated/Mechanised Parking System at the following 03 locations in the State of Uttarakhand:

- (i) Near National Hotel, Tallital, Nainital
- (ii) Tehsil Campus, Roorkee
- (iii) Lalita Rao Park, Haridwar

2. Amendments to RFP

2.1 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.

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

2.3 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.

3. Language and Currency

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

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

4. Bid Validity

4.1 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-D).

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

5. Conflict of Interest:

The consultants shall provide professional, objective and impartial advice and at all times hold the employer's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own interests. Consultants shall not be hired for any assignments that would be in conflicts with their prior or current obligations to other

employers, or that may place them in a position of being unable to carry out the assignment in the interest of the employer. Without limitation on the generality of the foregoing consultants shall not be hired under the circumstances set forth below:

- a. **Conflict between consulting activities and procurement of goods**, works or non-consulting services(i.e., services other than consulting services covered by these guidelines)- A firm that has been engaged by the employer to provide goods, works, or non- consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm , shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non- consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any affiliate that directly or indirectly controls is controlled by, or is under common control with that firm, shall be disqualified from subsequently providing goods, works or services (other than consulting services covered by these guidelines) resulting from or directly related to the consulting services for such preparation or implementation. This provision does not apply to the various firms (consultants, contractors, or suppliers) which together are performing the contractor's obligations under a turnkey or design and build contract.
- b. **Conflict among consulting assignments**- Neither consultants (including their personnel and sub- consultants, nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm, shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants assisting a employer in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, consultants hired to prepare terms of reference (TOR) for an assignment shall not be hired for the assignment in question.

Relationship with Employer's staff- Consultants (including their experts and other personnel, and sub- consultants) that have a close business or family relationship with a professional staff of the employer (or of that project implementing agency) who are directly or indirectly involved in any part of: (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract, or (iii) the supervision of such contract may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the employer throughout the selection process and the execution of the contract.

6. Late Proposals

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

6.1 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.

7. Performance Security

(shall be required at the time of signing of Contract Agreement. Refer Appendix-II)

8. Rejection of Bid

8.1 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.

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

- a. a material misrepresentation made at any stage in the bidding process is uncovered; or
- b. the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal.
- c. If such disqualification / rejection occurs after the Bids have been opened and the Successful Bidder get disqualified / rejected, then NHIDCL reserves the right to:
- d. take any such measure as may be deemed fit in the sole discretion of NHIDCL, including annulment of the bidding process.

8.3 Conditional proposals shall not be accepted.

9. 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.

10. Miscellaneous

10.1 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.

10.2 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.

10.3 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.

10.4 Time is and will be Essence of work.

SECTION-III

CONTRACT AGREEMENT

for

Consultancy Services for preparation of Detailed Project Report, Architectural & Structural Design of Automated/Mechanised Multilevel Car Parking System at the following 03 locations in the State of Uttarakhand:

- (i)** Near National Hotel, Tallital, Nainital
- (ii)** Tehsil Campus, Roorkee
- (iii)** Lalita Rao Park, Haridwar

This Agreement is made on thebetween the National Highways & Infrastructure Development Corporation Ltd, RO-Dehradun (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. "Consultancy services for preparation of Detailed Project Report, Architectural & Structural Design of Automated/Mechanised Car Parking System at the following 03 locations in the State of Uttarakhand:

- (i)** Near National Hotel, Tallital, Nainital
- (ii)** Tehsil Campus, Roorkee
- (iii)** Lalita Rao Park, Haridwar

". Contract Package No: NHIDCL/AMLCP/DPR/Uttarakhand/2022.

AND WHEREAS pursuant to the bid submitted by the Consultant dated (hereinafter referred to as the "the Offer"), the Employer has, by his Letter of Award no. dated accepted the offer submitted by the Consultant for the execution and completion of such works at the contract price of(inclusive of all taxes excluding 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 Consultant by a deed of undertaking datedhas agreed to abide by all the terms of the bid, including but not limited to the amount quoted for the execution of Contract, as stated in the bid, and also to comply with such terms and conditions as may be required from time to time.

AND WHEREAS the Consultant Clause 1 of Section II of RFP has agreed to undertake such works and has furnished the Performance Security in pursuant to Clause 7 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. Bid,
 - d. Contract Data,
 - e. Conditions of Contract including Special Conditions of Contract
 - f. Technical Specifications,
 - g. Bill of Quantities
 - h. Integrity Pact
 - i. 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 Consultant as hereinafter mentioned, the Consultant 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 consultant 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 Consultant 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

.....
.....

.....
Executive Director (P)

.....
(Authorized Signatory

In the presence of:

1. Name:

2. Address:

1. Name:

2. Address:

1. Name:

2. Address:

1. Name:

2. Address

SECTION-IV

Payment Schedule and Timelines for Activities

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

SECTION-V

1.0 Scope of Services

NHIDCL intends to explore the possibility of setting up Automated/Mechanised multilevel car parking system at the following 03 locations in the State of Uttarakhand:

- (i)** Near National Hotel, Tallital, Nainital
- (ii)** Tehsil Campus, Roorkee
- (iii)** Lalita Rao Park, Haridwar

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 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 BoQ shall be as per the scheduled item of Uttarakhand SoR, 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.

2.1 Documents required at the time of Technical Bid Submission:

- i. Structure and organization of the firm and expert entity (if any) with complete details as per Annexure-A.
- ii. Financial details / information as per Annexure — B.
- iii. Details of all similar works completed by firm and expert entity (if any) in the last 7 years as per Annexure — C.
- iv. Registration of the Firm.
- v. Duly executed Power of Attorney in the name of the authorized representative to act on behalf of the tenderer.
- vi. Notarized Copy of MoU with the Expert Entity (Refer para 4.1 (b) of Section I of RFP), if applicable as per Annexure F.

3.0 Terms of Reference

General:

NHIDCL seeks the services of qualified firms for preparing Detailed Project Report and Concept Plan along with Financial Feasibility (Business Plan) and Bid Documents for the appointment of Developer for the development of Automated/Mechanised Multi Level Car Parking at the following 03 locations in the State of Uttarakhand:

- (i) Near National Hotel, Tallital, Nainital
- (ii) Tehsil Campus, Roorkee
- (iii) Lalita Rao Park, Haridwar

i. 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.

ii. 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.

iii. 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 Contract

Agreement.

iv. 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.

v. The Consultant shall also participate in the pre-bid conference with the applicants and manage the process of bid on behalf of NHIDCL in normalizing the technical and financial aspects of the project including the Technical and Financial Feasibility Report, concept plan and Bid Process Management.

vi. 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.

vii. 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:

- i. **Review:** of previous reports/drawing/data if any and verify the available drawings of the site.
- ii. **Traffic Integration Plan:** The consultant shall develop suitable traffic integration plan for the parking facility. A proper traffic impact assessment study using micro – simulation tools such as Vissim, Aimsun etc. or similar simulation tools, shall be conducted to determine expected tight spots and traffic congestion points in the transport network considering proposed circulation plan and infrastructure provisions and also taking into account the future traffic load. The model shall be built by collecting necessary traffic data (traffic volume counts, intersection counts, speed studies) and calibrated as per industry standards. Various traffic simulation scenarios shall be run to develop and evaluate alternative traffic improvement schemes.
- iii. **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.
- iv. **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
- v. **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.
- vi. **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.
- vii. **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.
 - viii. **Project cost & time:** Preparation of Cost Estimates and Estimated time for completion of Project.
 - ix. **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.
 - x. **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.
 - xi. **Financial Analysis** – The consultant shall prepare the financial model for development of the project and carry out the financial feasibility assessment for the project.
 - xii. **Operation and maintenance strategy** for the redevelopment/development area of the project.
 - xiii. **Risk Assessment** of the project.
 - xiv. **Selection of Business Development Model-** Based on financial assessment and risk assessment the consultant shall suggest the best fit project structure.
 - xv. **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.

The DPR will be approved by NHIDCL Regional office Dehradun.

SECTION -VI

TENDER APPLICATION FORM

Date:

Tender

No. :

To

**Col Sandeep Sudhera (Retd)
Executive Director (P)
Regional Office, C-24, Ajabpur
Kalan, near JP Badminton
Academy, Doon University
Road, Dehradun,
Uttarakhand– 248121**

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 Detailed Project Report, Architectural & Structural Design of Automated/Mechanised Car Parking System at the following 03 locations in the State of Uttarakhand:

- (i)** Near National Hotel, Tallital, Nainital
- (ii)** Tehsil Campus, Roorkee
- (iii)** Lalita Rao Park, Haridwar

I/We undertake, if our Tender is accepted, to commence the operation withindays 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.....2022.....
SEAL OF COMPANY.....

(Signature of the Authorized Representative)

ANNEXURE — A
STRUCTURE AND ORGANISATION

Firm:

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

Expert Entity:

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

ANNEXURE-B
FINANCIAL INFORMATION

Name of Firm:

S. NO.	DESCRIPTION	Financial Year		
		19-20	20-21	21-22 [#]
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 2022 (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. 2019-20, 20-21 & 21- 22.

If audited Balance Sheet & Profit & Loss Account for Financial Year 2021-22 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 by the Firm in the last 7 years:

Name of Firm:

S.No	Name of Project	Cost of Work in Lakhs	Date of Start as per Contract	Stipulated Date of Completion	Actual Date of Completion	Name of Owner / Sponsoring Organization	Name, Address & Telephone No Officer to Whom Reference May be Made	Details of Salient Features of The Project	Remarks / Dispute Details with Employer.
1	2	3	4	5	6	7	8	9	10

Details of all similar works completed BY THE EXPERT ENTITY (IF ANY) in the last 7 years:

Name of Expert Entity:

S.No	Name Of Project	Cost Of Work In Lakhs	Date Of Start As Per Contract	Stipulated Date Of Completion	Actual Date Of Completion	Name Of Owner / Sponsoring Organization	Name, Address & Telephone No Officer to Whom Reference May Be Made	Details Of Salient Features Of The Project	Remarks / Dispute Details With Employer.
1	2	3	4	5	6	7	8	9	10

ANNEXURE – D

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

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

(Signed by an Authorized Representative of the Firm)

Name of the Representative.....

Name of Firm.....

Date:

ANNEXURE - E

Indemnity Bond

(To be stamped as an agreement with the duty payable in the location where it is executed on non-judicial stamp paper of Rs. 100/-)

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 Regional Office-Dehradun, C-24, Ajabpur Kalan, near JP Badminton Academy, Doon University Road, Dehradun, Uttarakhand- 248121 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 Consultancy services in NHIDCL vide letter No. _____ dated __, for preparation of Detailed Project Report, Architectural & Structural Design of Automated/Mechanised Car Parking System at the following 03 locations in the State of Uttarakhand:

- (i)** Near National Hotel, Tallital, Nainital
- (ii)** Tehsil Campus, Roorkee
- (iii)** Lalita Rao Park, Haridwar

the Consultant hereby agree to provide its services as per the terms & conditions and scope of work specified in the RFP dated xx.xx.2022 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 Dehradun only.

ANNEXURE - F

Memorandum of Understanding (Refer Clause 4.1 (b) of Section I)

This Memorandum of Understanding (MoU) has been entered into at _____, on _____ day of 2022, by and between....., a company established in India and having its registered office at..... India, hereinafter referred to as “Lead Party” (which expression shall, unless repugnant to the context or meaning thereof deem to include its successors and permitted assigns) of the FIRST PART.

AND

....., a company established in India and having its registered office at hereinafter referred to as “Expert Entity”, (which expression shall, unless repugnant to the context or meaning thereof deem to include its successors and permitted assigns) of the SECOND PART (also mentioned as the Expert Entity in the RFP)

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

1. For the purpose of this MoU, the execution shall also cover the holding companies, subsidiaries, affiliates and associates of either parties.

Whereas National Highways & Infrastructure Development Corporation Ltd. (NHIDCL) (hereinafter referred to as the “Client”), has invited Request for proposal (RFP) for Consultancy Services for preparation of Detailed Project Report, Architectural & Structural Design of Automated/Mechanised Multilevel Car Parking System at the following 03 locations in the State of Uttarakhand:

- (i) Near National Hotel, Tallital, Nainital
 - (ii) Tehsil Campus, Roorkee
 - (iii) Lalita Rao Park, Haridwar
- (Hereinafter referred to as the “Project/s”)

2. Whereas the parties hereto have agreed to pool in their expertise, manpower, Technical know-how and resources to form a specialized group under the leadership and title of First Party to submit the required documents and certificates jointly for tendering process for the Project/s in the name of First Party and thereafter, on being finally awarded the Project/s, to undertake the execution of required scope of works jointly in the name of First Party for the said Project/s, as per terms and conditions to be agreed under the Contract Agreement with the Client.

3. Now therefore the Parties have entered into this MoU on the mutual agreed terms and conditions and witnessed, confirm and declare as follows:

4. The parties have understood the scope and nature of the works as defined in the RFP and remain responsible to the client for the successful execution of the Project/s in accordance with the terms and conditions of the RFP document/s and the Contract Agreement.

5. The address of the bidder shall be read and recorded as the address of the Lead (First) Party only. All addresses and communication made by client likewise, will be made to such address and addressed to First Part only.

6. That the second party have agreed to recognize The First Party as the Lead Member for the performance of the Contact. Lead Member shall be the authorized signatory on behalf of Second Party. However the Scope of works of the Second Party shall bear the attestation and Signature of the Second party only, the same however may have the forwarding attestation of the First Party if required by the client.

7. The parties hereby agree that the roles and the responsibilities of each party including the shareholding pattern, as is required under the terms and conditions of the RFP Documents, shall be as follows:

Table-I

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

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

9. The Payments (wholly or part thereof) shall be made in the name of first party (lead member) by the client, However the Lead party must provide with an undertaking clearly specifying the scope of works to be shared/ undertaken by the second party (viz expert entity).

10. Any unfulfilled claims/ disputes/ defaults etc by either party shall not be borne or liable to compensation by client, such should be duly filled and signed as individual indemnity bond towards client by both parties against each other and themselves.

11. Both Parties shall further attach an Undertaking of Responsibility with detailed checklist of scope of works elaborating further listing out parameters in continuation of Table 1 (Para 8) for executing Scope of works against responsibilities of either party. Such list once prepared shall cover (but not limited to) all aspects and points of Scope of Work under Section V, and shall be corroborated at the time of evaluation of the bids and will hold the parties “liable to execute, perform and complete” towards their respective responsibilities till the completion of contract. Given a situation of dispute or otherwise, the client shall refer to such list to address each party through the

lead party if required.

12. However, all liabilities due to faults and deficits of second party (Expert Entity) shall be borne by the first Party (Lead member) only and it shall be liable to appropriate compensation or action as deemed fit by the client.

13. This MoU shall terminate upon the earliest occurrence of any of the following events:

- a. Upon the Completion of the Project, or
- b. Rejection by the client of the RFP Documents for the Projects submitted by the Lead Party, or
- c. If the project is not awarded to the Lead Party, due to what so ever reasons,
- d. In case of Recall of project Bids.

14. Deleted

15. 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.

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

17. This MoU shall be governed and construed in accordance with the applicable laws of Union of India and the Courts in Dehradun shall have exclusive jurisdiction over the same. Any disputes between the parties shall be settled through arbitration at/in Dehradun 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:

Address:

Address:

Appendix-I

Details of the assignment proposed for DPR preparation:

S.N.	Location	State	Approx. Area available
1.	Near National Hotel, Tallital, Nainital	Uttarakhand	586.21 sq.m
2.	Tehsil Campus, Roorkee		702 Sq. m
3.	Lalita Rao Park, Haridwar		2350 sq. m

Appendix – II

Format for Bank Guarantee for Performance Security

To,

Executive Director (P),
Regional Office, C-24, Ajabpur Kalan, near JP
Badminton Academy, Doon University Road,
Dehradun, Uttarakhand– 248121

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 (Here in after 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 & service tax for "**Consultancy Services for preparation of Detailed Project Report of <Project Description>** 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 Dehradun, 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).
- (iv) The Bank Guarantee shall be transmitted through SFMS gateway to our banker with following details:

S. No.	Particulars	Details
1	Name of Beneficiary	Executive Director, NHIDCL, RO-Dehradun
2	Beneficiary Bank Account No.	85183210001038
3	Beneficiary Bank Branch IFSC	CNRB0018518
4	Beneficiary Bank Address	Canara Bank, Dehradun

- (v) The confirmation with supporting details if any shall be specifically mentioned in the covering letter issued with the Bank Guarantee.

BoQ**(to be submitted online only)**

Validate Print Help		Item Rate BoQ				
Tender Inviting Authority: National Highways & Infrastructure Development Corporation Ltd						
Name of Work: Consultancy Services for Feasibility Study, Preparation of Detailed Project Report, Architectural & Structural Design of Mechanised/Automated Multilevel Car Parking System at the following 03 locations in the State of Uttarakhand :(i) Near National Hotel, Tallital, Nainital (ii) Tehsil Campus, Roorkee (iii) Lalita Rao Park, Haridwar, Uttarakhand						
Contract No: NHIDCL/AMLCP/DPR/Uttarakhand/2022						
Bidder Name :						
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder (excluding GST) in Rs. P	TOTAL AMOUNT in figure Excluding GST	Total Amount in word excluding GST ₹
1	Lump Sum Rate (inclusive of Remuneration, Investigation, accommodation, Travelling, Office Rent, Supplies, Furniture, Survey, Reports, Consumables etc)	1.000	Lumpsum		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words				Rate Entry Please enter Basic Rate in Rupees for this item. Zero Only		

Insurance

Appendix-IV

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.
- (c) 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.
- (d) 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.
- (e) 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 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 days 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 VI

General Conditions of Contract

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the relevant documents
- (c) “Effective Date” means the date on which this Contract comes into force and effect
- (d) “Foreign Currency” means any currency other than the currency of the Government;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of India;
- (g) “Local Currency” means the currency of the Government;
- (h) “Personnel” means persons hired by the Consultants or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof; “foreign Personnel” means such persons who at the time of being so hired had their domicile outside India; and “local Personnel” means such persons who at the time of being so hired had their domicile inside India;
- (i) “Party” means the Client or the Consultants, as the case may be, and Parties means both of them;
- (j) “Services” means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project.
- (k) “SC” means the Special Conditions of Contract
- (l) “Sub consultant” means any entity to which the Consultants subcontract any part of the Services
- (m) “Third Party” means any person or entity other than the Government, the Client, the Consultants or a Sub consultant.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Governing Law and Jurisdiction

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and the Courts at Dehradun shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.4 Location

The Services shall be performed at such locations as are specified in Letter of Award hereto.

1.5 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the Authorized Representatives of the Client and the Consultants.

1.6 Taxes and Duties

Unless otherwise specified in the SC, the Consultants shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Law. Total cost of financial proposal excluding Goods & Service Tax shall be considered. Goods & Service Tax shall be payable extra.

2. Commencement, Completion, Modification and Termination of Contract

2.1 This Contract shall come into force and effect on the date of signing of Contract Agreement or 15 days from receipt of Performance Security whichever is earlier.

2.2 Termination of Contract for Failure to Become Effective:

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause no. 5 of GC, this Contract shall expire when services have been completed and all payments have been made.

3. Force Majeure

3.1 Definition:

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Deleted.

3.2 No Breach of Contract

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

3.3 Measures to be Taken

- (a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

3.4 Extension of Time

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

3.5 Payments

Deleted.

3.6 Consultation

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

4. Suspension

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

5. Termination

5.1 By the Client

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

- (a) if the Consultants fail to remedy a failure in the performance of their obligations are under, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

5.2 Deleted

5.3 Cessation of Rights and Obligations

All rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 (ii) hereof, and (iv) any right which a Party may have under the Applicable Law.

5.4 Cessation of Services

Upon termination of this Contract by notice of either Party, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client.

5.5 Payment upon Termination

The Client shall make payment to the consultant for the completed stages as per payment schedule at the time of termination.

APPENDIX-VII

Special Conditions of Contract

1.1 The words “**in the Government’s country**” are amended to read “**in INDIA**”

1.2 The language is: **English**

1.3. The addresses are:

For the Client: Col Sandeep Sudhera (Retd)
Executive Director(P), NHIDCL
Regional Office, C-24, Ajabpur Kalan, near JP
Badminton Academy, Doon University Road,
Dehradun, Uttarakhand– 248121
E-mail: ronhidcldehradun@gmail.com

For the Consultants: -

Attention:

Name:

Designation: Authorized Signatory

Address -

Tel: -

Fax -

Email: -

1.4 Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) In the case of facsimiles, 24 hours following confirmed transmission.
- (c) In case of E mail, 24 hours following confirmed transmission.

1.6. The Authorized Representative is:

For the Consultant:

Name : -
Designation : Authorized Signatory

1.7 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

2. Disputes shall be settled by arbitration in accordance with the following provisions:

2.1. *Selection of Arbitrators*

Each dispute submitted by a Party to Arbitration shall be heard by a sole arbitrator. NHIDCL shall within 30 days propose names of five (5) Arbitrators from the list of Arbitrators maintained by SAROD (Society for Affordable Redressal of Disputes) and Consultant shall within 30 days select one name from the list of five and the name so selected by the Consultant shall be the Sole Arbitrator for the matter in dispute. In case NHIDCL delays in providing the list of 5 names, President, SAROD will provide 5 names within 30 days of receipt of reference from aggrieved party in this regard. In case the Consultant fails in selecting one from the list of five, President, SAROD shall select one from the list of five provided by NHIDCL within 30 days of receipt of reference from aggrieved party in this regard.

2.2. *Rules of Procedure*

Arbitration proceedings shall be conducted in accordance with the procedures of the Arbitration and Conciliation (Amendment) Act, 2015 of India unless the Consultant is a foreign national/ firm, where arbitration proceedings shall be conducted in accordance with the rules of procedure of arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

2.3 *Substitute Arbitrators*

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

2.4 Qualifications of Arbitrators

The list of five and the sole arbitrator selected pursuant to Clause 8.2.1 hereof shall be expert(s) with extensive experience in relation to the matter in dispute.

2.5 Miscellaneous

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the parties be held in Delhi.
- (b) The English language shall be the official language for all purposes;
- (c) The decision of sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement; and
- (d) Fee structure shall be as given below:

S. No.	Particulars of fee and other charges	Schedule Amount payable per Arbitrator / per case
1.	Arbitrator fee	Rs.25,000/- per day Or Rs.7 lakhs (lump-sum) subject to publishing the Award within 6 months. Or Rs.5 lakhs (lump-sum) subject to publishing the Award after 6 months but before 12 months. Note:- The amount of fees already paid for the days of hearing @ Rs.25,000/- would be adjusted in the lump-sum payment.
2.	Reading Charges	Rs.25,000/- per Arbitrator per

3.	Secretarial Assistance and Incidental Charges (telephone, fax, postage etc.)	Rs.20,000/-
4.	Charges for Publishing / declaration of the Award	Rs.35,000/-
5.	Other expenses (As per actuals against bills subject to maximum of the prescribed ceiling given below)	
	Traveling Expenses and Lodging Boarding	Economy class (by air), First class AC (by train) and AC car (by road) (a) Rs.15,000/- per day (Metro cities) (b) Rs.7,000/- per day (in other cities) (c) Rs.3,000/- per day, if arrangement.
6.	Local Travel	Rs.1,500/- per day
7.	Extra charges for days other than hearing / meeting days (maximum for 2 days)	Rs.5,000/- per day for outstation Arbitrator
Note:	1. Lodging, boarding and travelling expenses shall be allowed only for those members who are residing 100 kms. away from place of meeting. 2. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro Cities.	

Appendix-VIII

INTEGRITY PACT

Between

National Highways & Infrastructure Development Corporation Limited (NHIDCL)
hereinafter referred to as "**The Principal**" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

AND

..... hereinafter referred to as "**The Consultant**" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) for

Consultancy Services for Preparation of Detailed Project Report, Architectural & Structural Design of Mechanised/Automated Multilevel Car Parking System at the following 03 locations in the State of Uttarakhand:

- (i)** Near National Hotel, Tallital, Nainital
- (ii)** Tehsil Campus, Roorkee
- (iii)** Lalita Rao Park, Haridwar

The Principal necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Consultant.

In order to achieve these goals, the Principal has appointed Independent External Monitor (IEM), NHIDCL, who will monitor the tender process and the execution of the contract for compliance with the Integrity Pact by all parties concerned, for all works covered in the Project.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Principal, personally or through family members or through any other channel, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit, which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Consultants with equity and reason. The Principal will in particular, before and during the tender process, provide to all Consultants the same information and will not provide to any Consultant, confidential/additional information through which the Consultant could obtain an advantage in relation to the tender process or the contract execution.
- (2) If the Principal obtains information on the conduct of any of its employees, Consultant, which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and **subject to its discretion**, can **additionally** initiate disciplinary actions.
- (3) The Principal will disqualify from the tender process all Consultants, who do not sign this Pact or violate its provisions.

Section 2 - Commitments of the Consultant

- (1) The Consultant commits itself 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 Consultant will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage, of any kind whatsoever, during the tender process or during the execution of the contract.
 - (b) The Consultant will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Consultant will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- (d) The Consultant of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Consultant of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Consultant. Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annex-"A".
- (e) The Consultant will, when submitting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Consultant will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and/ or exclusion from future contracts.

- (1) If the Consultant, before awarding the Project or during execution has committed a transgression by violating Section 2 above or in any other form so as to put his reliability or credibility in question, the Principal, at its sole discretion, is entitled to disqualify the Consultant from the tender process or terminate the contract, if already awarded, for that reason, without prejudice to any other legal rights or remedies available to the Principal under the relevant clauses of GCC /SCC of the tender/contract.
- (2) If the Consultant has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal will also be entitled to exclude such Consultant from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the Principal, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.
- (3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the Consultant has committed a transgression, through a violation of any of the terms under Section 2 above or any other term(s) of this Pact, during the execution of contract, the Principal will be entitled to exclude the Consultant from further tender/contract award processes.
- (4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.
- (5) If the Consultant can prove that he has restored/recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

Section 4: Compensation for Damages

- (1) If the Principal has disqualified the Consultant from the tender process prior to the awarding of the Project according to Section 3, the Earnest Money Deposit (BID SECURITY)/Bid Security furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Consultant understands and agrees that this will be in addition to the disqualification and exclusion of the Consultant as may be imposed by the Principal, in terms of Section 3 above.

- (2) If, at any time after the awarding of the Project, the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Security Deposit/Performance Bank Guarantee furnished by the Consultant, if any, as per the terms of the NIT/Contract shall be forfeited without prejudice to any other legal rights and remedies available to the Principal under the relevant clauses of General/ Special Conditions of Contract.

Section 5: Previous transgression

- (1) The Consultant herein declares that it has committed no transgressions in the last 3 years with any other Company in any country conforming to the anti corruption approach as detailed herein or with government/ any other Public Sector Enterprise in India that could justify its exclusion from the tender process.
- (2) If at any point of time during the tender process or after the awarding of the Contract, it is found that the Consultant has made an incorrect statement on this subject, he can be disqualified from the tender process or if, as the case may be, that the Contract, is already awarded, it will be terminated for such reason and the Consultant can be black listed in terms of Section 3 above.

Section 6: Independent External Monitor / Monitors

- (1) The Principal shall, in case where the Project Value of Rs 50 Crore and above, appoint competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission. The Monitor shall review independently, the cases referred to it to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.
- (2) In case of non-compliance of the provisions of the Integrity Pact, the complaint/non-compliance is to be lodged by the aggrieved party with the Nodal Officer only, as shall be appointed by the NHIDCL. The Nodal Officer shall refer the complaint/non-compliance so received by him to the aforesaid Monitor.
- (3) The Monitor will not be subject to any instructions by the representatives of the parties and will perform its functions neutrally and independently. The Monitor shall report to the NHIDCL.
- (4) The Consultant accepts that the Monitor shall have the right to access, without restriction, all Project documentation of the Principal including that provided by the Consultant. The Consultant will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The Monitor is under contractual obligation to treat the information and documents of the Consultant with confidentiality.
- (5) The Principal will provide to the Monitor, sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Consultant.
- (6) As soon as the Monitor notes, or believes to note, a violation of this Pact, he will so inform the Principal and request the Principal to discontinue and/or take corrective action, or to take other relevant action (s). The Monitor can in this regard submit non-binding recommendations. However, beyond this, the Monitor has no right to demand from the parties that they act in a specific manner and/or refrain from action and/or tolerate action.
- (7) The Monitor will submit a written report to the NHIDCL within 4 to 6 weeks from the date of reference or intimation to it and, should the occasion arise, submit proposals for corrective actions for the violation or the breaches of the provisions of the agreement noticed by the Monitor.
- (8) If the Monitor has reported to the NHIDCL, of a substantiated suspicion of an offence under relevant IPC/PC Act, and the NHIDCL, has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Chief Vigilance Officer, NHIDCL.

- (9) The word 'Monitor' means Independent External Monitor and includes both singular and plural forms.

Section 7: Criminal Consultant(s)/charges against violating Bidder(s) / Sub Consultant(s)

If the Principal obtains knowledge of conduct of a Consultant or any employee or a representative or an associate of a Consultant, which constitutes a criminal offence under the IPC/PC Act, or if the Principal has substantive suspicion in this regard, the Principal will forthwith inform the same to the Chief Vigilance Officer, NHIDCL.

Section 8 - Duration of the Integrity Pact

This Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Consultant, 3 (three) months after the last payment under the Contract is made and in case of the unsuccessful Bidder, 2 (two) months after the contract for the project has been awarded.

If any claims is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by NHIDCL.

The Consultant, however, understands and agrees that even upon the completion of the Project and/or the last payment under the Contract having been made, if any transgression/violation of the terms of this Pact comes/is brought to the notice of the Principal, it may, subject to its discretion, blacklist and/or exclude such Consultant as provided for in Section 3, without prejudice to any other legal right or remedy so available to the Principal.

Section 9 - Other provisions

- (1) This Agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Dehradun.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Consultant is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Agreement shall remain valid and binding. In such a case, the parties will strive to come to an Agreement in accordance to their original intentions.
- (5) Wherever he or his as indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

(For & On behalf of the Principal)

(For & On behalf of Consultant)

(Office Seal)

(Office Seal)

Place:RO-Dehradun

Date:

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)