



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

Request for Proposal

For

Empanelment of Consultants for preparation of Feasibility Report, Architectural & Structural Design of Automated Multilevel Car Parking System at various locations in India (2nd Phase)

BID DOCUMENT

**PTI Building, 3rd Floor, Parliament Street, New Delhi-110001
October, 2019**

DISCLAIMER

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

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

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

National Highways & Infrastructure Development Corporation Ltd.

Contract No.: NHIDCL/AMLCP/DPR/Empanelment/2019/2ndphase Date: 24.10.2019

SECTION I

Request for Proposal for Empanelment of Consultants for preparation of Feasibility Report, Architectural & Structural Design of Automated Car Parking System at various locations in India (2nd phase).

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, 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. NHIDCL invites Request for Proposal (RFP) for empanelment of Consultants for preparation of Feasibility Report, Architectural & Structural Design of Automated Parking System at various locations in India. The empanelment of the Consultants shall be valid initially for a period of 01 (one) year extendable for a further period of 02 (years) at the discretion of NHIDCL on the same terms & conditions.
5. **How to apply:** The complete Tender Documents can be downloaded from the NHIDCL website <http://nhidcl.com/current-tenders/> and e-portal (CPPP) website. Technical Proposal is to be submitted in Physical form in NHIDCL HQ Office as well as Online in CPP portal on or before the scheduled Bid Due Date. No other mode of submission is acceptable. In case of any discrepancy between documents submitted online and documents submitted in the physical form, the documents submitted in online form shall prevail over the documents submitted in Physical form.

6. Essential Qualification/Eligibility Criteria

6.1 Work Experience

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

(a) The bidder must submit Experience Certificate/Completion Certificate of having successfully completed architectural and structural design 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

Successfully completed architectural and structural design work of **One similar work of Rs. 5.00 crore.**

Or

Successfully completed architectural and structural design work of **Two similar works of Rs. 3.20 crore each**

Or

Successfully completed architectural and structural design work of **Three similar works of Rs. 2.50 crore each.**

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 (i) 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 for empanelment.

6.2 Financial Capacity

Minimum Average Annual Turnover of Rs. 50.00 Lakh during the last 03 (three) Financial Year (ending FY 2018-19).

Note:

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

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

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

(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.

7. Evaluation Methodology

1.	<p>Work experience of similar work of automated[#] multilevel car parking of minimum 100 cars (during last 07 years)</p> <p>(i) Less than one work : 0 mark (ii) One Work : 50 marks (iii) More than 1 work : 5 marks for each additional work with maximum 25. Marks</p> <p>(One similar work of Rs. 5.00 crore will be considered as one similar work ; two similar works each of Rs. 3.20 crore but less than Rs. 5.00 crore will be considered as one similar work ; three similar works each of Rs. 2.50 Crore but less than Rs. 3.20 crore will be consider as one similar work for the evaluation process)</p> <p># Bidder can submit work experience for executing (i) Automated Multilevel Car Parking in the sole capacity or (ii) experience of having completed Multilevel Car Parking along with MoU of collaboration with relevant Expert Entity. (Please refer para 6.1 of Section I).</p>	75
2.	<p>Annual turnover for the last 3 years</p> <p>(i) Less than Rs. 50.00 Lakh : 0 mark (ii) Equal to Rs. 50.00 Lakh : 20 marks (iii) More than Rs. 50.00 Lakh : 1 marks for each additional Rs. 5.00 Lakh Turnover with maximum 5 marks</p>	25
	Total	100

Note:

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

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

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

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

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

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

9. Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

Bid Document /NIT Publishing Date	24.10.2019 (1500hrs)
Bid Document Download / Start Date	24.10.2019 (1500hrs)
Clarification Start Date (Pre bid queries)	24.10.2019 (1500hrs)
Clarification End Date(Last date for receipt of pre bid query)	04.11.2019 (1100hrs)
Pre bid Conference	05.11.2019 (1600hrs)
Authority's response to pre bid queries latest by	08.11.2019 (1500hrs)
Bid Submission Start Date	24.10.2019 (1500hrs)
Bid Submission End Date (online & physical Copy)	26.11.2019 (1500hrs)
Opening Date of Technical Bids	27.11.2019 (1500hrs)
Date of uploading of list of Technically Qualified Applicants	To be intimated later
Date of Opening of Financial Bids of Qualified Applicants	To be intimated later

10. A pre-Bid Conference shall be held on 05.11.2019 (1600hrs) at NHIDCL HQ to discuss the queries of the bidders. The bidders are requested to submit their queries by email at gm5@nhidcl.com on or before 04.11.2019 (1100hrs) .
11. The empanelled consultants shall keep NHIDCL indemnified throughout the empanelment period against any loss arising out of any action/omission/commission initiated on the basis of the report/professional advice provided by the Consultant. The empanelled agency shall be required to submit an Indemnity Bond as per the format provided in Annexure- E of RFP.
12. 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 Technical proposal for empanelment of consultant for preparation of Feasibility Report, Architectural & Structural Design of Automated Parking System at various locations in India.

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

2. Clarifications

Bidders requiring any clarification on the RFP document may notify NHIDCL in writing till the date set i.e. 04.11.2019 (1500hrs). NHIDCL shall upload the response on its website, including a description of the enquiry but without identifying its source

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

ATTN. OF:	Rajeev Sood
DESIGNATION:	General Manager (Tech)
ADDRESS:	2 nd Floor, PTI Building, 4, Parliament Street, New Delhi
E-MAIL ADDRESS:	gm5@nhidcl.com

3. Amendments to RFP

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

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

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

4. Language and Currency

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

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

5. Bid Validity

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

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

6. Site Visit

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

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

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

7. Preparation of Proposal :

The technical proposal must provide the following information:

- i) Structure and organization of the firm 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 07 years as per Annexure – C.
- iv) Power of Attorney in the name of the Authorized Representative of the Firm.
- v) Any other documents listed out in Clause no. 2, Section V of RFP.

8. Submission of Proposal

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

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

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

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

9. Conflict of Interest:

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

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

assignment, (ii) the selection process for the contract, or(iii) the supervision of such contract may not be awarded a contract , unless the conflict stemming from this relationship has been resolved in a manner acceptable to the employer throughout the selection process and the execution of the contract.

- d. **A Consultant shall submit only one proposal**, either individually or as a joint venture partner in another proposal. If a consultant, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a consulting firm to participate as a sub- consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by RFP.

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

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

11. Sealing and Marking of Bid

11.1 The envelope containing the technical bid should be sealed and marked as “Technical Bid”. The Bidder on the cover of the envelope should clearly mention the Name and Address of the Bidder and also the name of the project i.e. Empanelment of Consultants for preparation of Feasibility Report, Architectural & Structural Design of Automated Parking System at various locations in India (2nd Phase).

11.2 All the communications shall be addressed to:

ATTN. OF:	Rajeev Sood
DESIGNATION:	General Manager (Tech)
ADDRESS:	2 nd Floor, PTI Building, 4, Parliament Street, New Delhi – 110001
E-MAIL ADDRESS:	gm5@nhidcl.com

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

12. Proposal Due Date

12.1 Proposal should be submitted on or before 26.11.2019 (1500 Hrs) in the manner and form as detailed in this RFP.

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

13. Late Proposals

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

14. Test of Responsiveness

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

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

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

15. Performance Security

(shall be required at the time of signing of Contract Agreement subsequent to the empanelment and assignment of project . Refer Section III (A))

16. Pre-bid Conference:

16.1 The Bidder or his official representative may attend a pre-bid conference, which will be held in NHIDCL HQ, New Delhi on 05.11.2019 at 1600 hrs.

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

16.3 The Bidder is requested to submit any query in writing or by email on or before 04.11.2019 (1100 Hrs).

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

17. Evaluation of Proposal

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

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

18. Evaluation Methodology

18.1 Technical Bid Evaluation (100 marks)

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

1.0	Technical Submission	
1.1	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 : 50 marks (iii) More than 1 work : 5 marks for each additional work with maximum 25. Marks (One similar work of Rs. 5.00 crore will be considered as one similar work ; two similar works each of Rs. 3.20 crore but less than Rs. 5.00 crore will be considered as one similar work ; three similar works each of Rs. 2.50 Crore but less than Rs. 3.20 crore will be consider as one similar work for the evaluation process) [#] Bidder can submit work experience for executing (i) Automated Multilevel Car Parking in the sole capacity or (ii) experience of having completed Multilevel Car Parking along with MoU of collaboration with relevant Expert Entity. (Please refer para 6.1 of Section I).	75
1.2	Average Annual Turn over for the last 3 years (i) Less than Rs. 50.00 Lakh : 0 mark (ii) Equal to Rs. 50.00 Lakh : 20 marks (iii) More than Rs. 50.00 Lakh : 1 marks for each additional Rs. 5.00 Lakh Turnover with maximum 5 marks	25
	Total	100

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

19. Rejection of Bid

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

19.2 Deleted.

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

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

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

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

19.5 Conditional proposals shall not be accepted.

20. Confidentiality

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

21. Miscellaneous

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

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

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

21.4 Time is and will be Essence of work.

22. Location of the Project:

All over India.

SECTION III (A)

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

[Contract No.: NHIDCL/AMLCP/DPR/Empanelment/2019/2nd phase]

To

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

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

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

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

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

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

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

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

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

invocation letter and make payment of amounts so demanded under the said invocation.

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

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

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

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

Designation.....

Employee Code.....

Name of the Issuing Bank.....

Branch.....

Address.....

Phone no.....

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

Not to be a part of BG:

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

Section III (B)

CONTRACT AGREEMENT

for

Empanelment of Consultants for preparation of Feasibility Report, Architectural & Structural Design of Automated Multilevel Car Parking System at various locations in India (2nd phase).

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

AND WHEREAS the Employer invited bids from eligible bidders for the execution of the work, viz. "preparation of Feasibility Report, Architectural & Structural Design of Automated Car Parking System at various locations in India". *Contract Package No: NHIDCL/AMLCP/DPR/Empanelment/2019/2nd phase.*

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

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

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, works and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to;
2. The following documents shall be deemed to form and be read and constructed as part of this agreement viz.
 - a. The Contract Agreement,
 - b. Letter of Acceptance,
 - c. Contractor's Bid,
 - d. Contract Data,
 - e. Conditions of Contract including Special Conditions of Contract
 - f. Technical Specifications,

- g. Bill of Quantities
- h. Integrity Pact
- i. List of empanelled consultants
- j. Any other document listed in the Contract Data.

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

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

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

For and on behalf of

National Highways &
Infrastructure Development
Corporation Ltd

For and on behalf of

.....

.....
General Manager (Tech)

.....
(Authorized Signatory)

In the presence of:

1. Name:

2. Address:

1. Name:

2. Address:

1. Name:

2. Address:

1. Name:

2. Address:

SECTION IV

PAYMENT SCHEDULE and Timelines for Activities

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

Section V

1.0 Scope of Services

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

- i. To prepare the feasibility report for having the parking system in consonance with the prevailing bye laws & other statutory regulations of the governmental instrumentalities in addition to detailed architectural, traffic management drawings with the view of optimum utilization of space, structural design, geometrical design, Mechanical ventilation, firefighting system /sprinklers as well as wetriser system, smoke evacuation during fire, up flow down flow ramps, water harvesting system arrangement, drainage system, boundary wall, exit and entry gate, drinking and raw water system and other ancillaries of parking areas etc. any other statutory requirement as per NBC along with the BoQ shall be as per the scheduled item of DSR, market rate items along with analysis of rates based on the above scope shall be submitted.
- ii. The tender document for execution work shall be prepared out of one of the alternatives mode as will be approved by the Employer i.e. EPC/ Item Rate/PPP mode.
- iii. To carryout, structural/geometrical design, and drawing of any other component related with this work but not specifically mentioned above and to do modification in structural design and drawing of the member, if required by the Employer as per site requirement/suggestions of the proof consultant. The decision of NHIDCL or his authorized representative in this regard shall be final and binding on the Consultant.
- iv. To design entire system comprising of all such requirement such as intelligence vehicle access control system (IVACS), parking lot signal, bay guidance system, necessary lighting arrangements following the all design standards such as disability glare, foot candle, full cut of type fixture, horizontal luminance light trespass, applied, uniformity ratio (U.R.O)
- v. To prepare 'good for construction' drawings for implementation of project and to provide more detail drawings, if required, by the Employer. Initially consultant shall submit three sets of design and drawings in hard forms and one set in soft form. There after six sets of finally approved design and drawing in hard form and two in soft form. The Consultant shall submit any additional set of drawing and design calculations in the required no. of copies as may be required by the Employer.
- vi. The consultant shall tender necessary assistance in getting the design and drawings approved from the Proof Consultant. It will be the responsibility of the Consultant to get the designs and drawings approved from the proof consultant. The Consultant shall furnish all the relevant supporting documents, additional design calculations required by the Proof Consultant. The cost of getting the design approved from the proof consultant shall be borne by the consultant.
- vii. To provide documentation for good practices for maintenance of all the component of project.
- viii. To provide plan for the smooth movement of traffic at the time of execution of the project without causing undue hindrance to movement of traffic.
- ix. Consultant shall obtain all types of necessary clearances required for implementation of the project on the ground from the statutory bodies/concerned agencies as per requirement.

- x. To attend pre-bid meeting with the intending tenderers and provide clarifications on points other than commercial clarification raised by tenderers and to prepare corrigendum and clarification document, if any, in consultation with the Employer after pre-bid meeting.
- xi. To provide every assistance, guidance and advice in general to the Employer or his authorized representative on any matter concerning all aspects of the project including checking of designs and drawings of formwork, staging, temporary works etc submitted by the construction contractor.
- xii. To identify sources of construction materials and vendors list; if needed.

2.0 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 6.1 (b) of Section I of RFP), if applicable as per Annexure F.
- vii. Integrity Pact as per Annexure G.

3.0 Terms of Reference

General:

i. NHIDCL seeks the services of qualified firms for preparing Technical Feasibility Report and Concept Plan along with Financial Feasibility (Business Plan) and Bid Documents for the appointment of Developer for the development of Automated Multi Level Car Parking Complex in various locations in India.

ii. 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.

iii. 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.

iv. 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.

v. 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.

vi. 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.

vii. 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.

viii. 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 indicative 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.

5.0. Location of the Project

All over India

SECTION VI

TENDER APPLICATION FORM

Date:

Tender No. :

To

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

Sir,

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

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

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

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

Dated this.....day of.....200.....
SEAL OF COMPANY.....

(Signature of the Authorized Representative)

ANNEXURE – A

STRUCTURE AND ORGANISATION

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		
		16-17	17-18	18-19 [#]
i.	Gross Annual turnover in Consultancy works.			
	Average Annual Turnover			

(Signature of the Authorized Signatory)

Note:

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

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

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

ANNEXURE - C

Details of all similar works completed BY THE FIRM in the last 7 years:

Name of Firm:

S.No	Name Of Project	Cost Of Work In Crores	Date Of Start As Per Contract	Stipulated Date Of Completion	Actual Date Of Completion	Name Of Owner / Sponsoring 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 Crores	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 corporate office at 3rd Floor, PTI
Building, Parliament Street, New Delhi-110001 hereinafter referred to as "NHIDCL", which
expression shall, unless it be repugnant to the subject or context thereof, include its
successors and permitted assigns).

WHEREAS

In consideration of having applied for empanelment as Consultant in NHIDCL vide letter No.
_____ dated _____, for preparation of Feasibility Report, Architectural &
Structural Design of Automated Car Parking System at various locations in India, the
Consultant hereby agree to provide its services as per the terms & conditions and scope of
work specified in the RFP dated 24.10.2019 issued by NHIDCL.

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

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

Annexure - F

Memorandum of Understanding (Refer Clause 6.1 (b) of Section I)

This Memorandum of Understanding (MoU) has been entered into at _____, on _____ day of 2019, by and between....., a company established in India and having its registered office at..... India, hereinafter referred to as “Lead Party” (which expression shall, unless repugnant to the context or meaning thereof deem to include its successors and permitted assigns) of the FIRST PART.

AND

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

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

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

2. Whereas National Highways & Infrastructure Development Corporation Ltd. (NHIDCL) (hereinafter referred to as the “Client”), has invited Request for proposal (RFP) for Empanelment of Consultants for preparation of Feasibility Report, Architectural & Structural Design of Automated Multilevel Car Parking System at various locations in India (2nd Phase). (Hereinafter referred to as the “Project/s”)

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

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

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

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

7. That the second party 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.

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

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

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

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

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

12. Both Parties shall further attach an Undertaking of Responsibility with detailed checklist of scope of works elaborating further listing out parameters in continuation of Table 1 (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.

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

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

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

15. The parties have decided to collaborate and participate jointly for the Project/s on an exclusive basis. The parties hereby agree that they shall not participate during the submission of RFP document/s for the development & construction, operations & maintenance of the said project/s in any capacity whatsoever along with any third party/ parties or individually. That they shall not violate the conditions for Conflict of Interest.

16. The parties shall treat as confidential all information, documents and materials, including without limitation documents and other information concerning technical, economic or marketing information furnished by the other party or developed jointly hereunder or which it acquires for the purpose of this MoU and which relate to the business of the other parties.

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

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

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

For and on behalf of

For and on behalf of

Authorized Signatory

Authorized Signatory

Witnesses:

Name:

Name:

Address:

Address:

Annexure G

Integrity Pact

This integrity Pact is made at **National Highways Infrastructure Development Corporation Limited (NHIDCL)**, New Delhi on this

BETWEEN

President of India through **National Highways Infrastructure Development Corporation Limited (NHIDCL)** under Ministry of Road Transport & Highways, Government of India represented by **National Highways and Infrastructure Development Corporation Limited**, represented by its Managing Director and having its principal office at 3rd Floor, PTI Building, 4, Parliament Street New Delhi-110001, (hereinafter referred to as the "**Principal/Owner**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns)

AND

..... (Hereinafter referred to as "**The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)**") and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.)

Preamble

Whereas, the Principal has floated the Tender NIT No.-..... (**herein after referred to as "Tender/Bid"**) and intends to award, under laid down organizational procedure, contract/s for ".....(Name of work)....."(hereinafter referred to as the "**Contract**").

And Whereas the Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as "**Integrity Pact**" or "**Pact**") the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties.

Now, therefore, in consideration of mutual covenants contained in this pact, the parties hereby agree as follows and this pact witnesses as under:

Article-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, 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 Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender process, provide to all Bidders) the same information and will not provide to any Bidders) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

Article - 2: Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s).

The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (a) The Bidders)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) 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 or to any third

person 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 Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) 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 contract, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) will not use improperly, for purposes of completion 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 Bidders)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.
- (e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting 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. He shall also disclose the details of services agreed upon for such payments.
- (f) The Bidders)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (g) The Bidders)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt., bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

Article - 3 Disqualification from tender process and exclusion from future contracts.

- (1) If the Bidders)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.
- (2) If the Bidder(s)/ Contractor(s)/ Concessionaires)/ Consultant(s) has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidders)/ Contractors)/ Concessionaire(s)/ Consultant(s) for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidders)/ Contractors)/ Concessionaire(s)/ Consultant(s) and the amount of the damage. The exclusion will be imposed for a maximum of 3 years.
- (3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "On the basis of facts available there are no material doubts"
- (4) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidders)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall be final and binding on the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), however, the Bidders)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can approach IEM(s) appointed for the purpose of this Pact.
- (6) On occurrence of any sanctions/ disqualification etc arising out from violation of integrity pact, the Bidder(s)/ Contractors)/ Concessionaire(s)/ Consultant(s) shall not be entitled for any compensation on this account.
- (7) Subject to full satisfaction of the Principal, the exclusion of the Bidders)/ Contractors)/ Concessionaire(s)/ Consultant(s) could be revoked by the Principal if the Bidders)/

Contractor(s)/ Concessionaire^)/ Consultant(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article - 4: Compensation for Damages.

- (1) If the Principal has disqualified the Bidders from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.
- (2) In addition to 1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/ Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/ Consultant and/ or demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

Article - 5: Previous Transgressions

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti-corruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article - 6: Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors.

- (1) The Bidders/ Contractors/ Concessionaire/ Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors/ Concessionaires/ Consultants and subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Article - 7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-con tractor(s).

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant or subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, which constitutes Corruption, or if the Principal has substantive suspicion in this regard, the Principal will Inform the same to the Chief Vigilance Officer.

Article- 8: Independent External Monitor (IEM)

- (1) The Principal has appointed Dr. Satyanarayana Dash, IAS (retd.) as Independent External Monitor (hereinafter referred to as "Monitor") for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Director General (Road Development) & Special Secretary
- (3) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and

unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

- (4) 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 Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Director General (Road Development) & Special Secretary within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Director General (Road Development) & Special Secretary, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director General (Road Development) & Special Secretary 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 Central Vigilance Commissioner.
- (8) The word 'Monitor' would include both singular and plural.

Article-9 Pact Duration

This Pact begins when both parties have legally signed it (in case of EPC i.e. for projects funded

by Principal and consultancy services). It expires for the Contractor/ Consultant 12 months after

his Defect Liability period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders 6 months after this Contract has been awarded. In case of BOT Projects, it expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract

has
been awarded.

If any claim is made/ lodged during his 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 Director General (Road Development) & Special Secretary.

Article -10 Other Provisions.

- (1) This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Contractor/Concessionaire/Consultant is a partnership or a consortium, this pact 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 remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- (6) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extent law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness:-

(For & On behalf of the Principal)

(For & On behalf of the Contractor)

(Office Seal)

Place _____

Date _____

Witness 1 : (Name & Address):

Witness 2 : (Name & Address):