



**Consultancy Services for Supervision of Construction of Automated Multilevel Car Parking facility at Transport Bhawan, 1 Parliament Street, New Delhi – 110001**

**Request for Proposal**

**July, 2016**

**National Highways & Infrastructure Development Corporation Limited  
(Ministry of Road Transport & Highway)  
Government of India**

**Corporate Office: 3<sup>rd</sup> Floor, PTI Building, 4 Parliament Street, New Delhi-110001**

**RFP DOCUMENT**

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**SECTION 1**  
**NOTICE INVITING RFP**

## NOTICE INVITING REQUEST FOR PROPOSAL

1. National Highways and Infrastructure Development Corporation Limited (NHIDCL) on behalf of the Ministry of Road Transport & Highways (MORT&H), has decided to procure Supervision Consultant for Construction of Automated Multilevel Car Parking facility at Transport Bhawan, 1 Parliament Street, New Delhi – 110001.
  2. Features of the project: The proposed Automated Multilevel Car parking facility shall accommodate about 100 cars. The car parking facility shall be fully automated with the state of the art electromechanical system and shall be, inter-alia, equipped with necessary Also, there shall superstructure work along with sanitary & plumbing work including vertical stack, internal electrification work, supply/erection/commissioning of elevators, supply/installation of A.C. machines, fire fighting, sewerage system, landscaping etc as per the provisions existing in the civil contract.
  3. Bid Security: Rs. 2.0 lacs
  4. Cost of RFP document: Rs.5,000/-
- } **To be paid in the form of Bank Draft issued by any Nationalized or Scheduled Bank of India, drawn in favor of “National Highways and Infrastructure Development Corporation Ltd.” payable at New Delhi.**
5. Period of Contract: 11 (Eleven) months.
    - i. The proposals (bids) shall be submitted through Central Public Procurement Portal (CPPP) for which the Bidders are requested to visit the website <https://eprocure.gov.in>. The bid document can be downloaded from the websites [www.nhidcl.com](http://www.nhidcl.com) /<https://eprocure.gov.in>. Corrigendum, if any, would appear only on these web sites only and shall not be published.
    - ii. The intending tenderer(s) must read the general conditions of the contract carefully. He/ She should only submit his/her bid if eligible and in possession of all the documents required.
    - iii. Information and instructions for tenderers posted on website shall form part of the bid document.
    - iv. The bid document consisting of scope of work and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://eprocure.gov.in> or [www.nhidcl.com](http://www.nhidcl.com)
    - v. The intending tenderer(s) must have valid class-III Digital Signature Certificate to submit the bid.
    - vi. Notwithstanding anything stated above, NHIDCL reserves the right to assess the capabilities and capacity of the tenderer to perform the contract in the overall interest of NHIDCL.
    - vii. The tenderer(s) is/are required to quote strictly as per the terms and conditions, given in the tender documents and not to stipulate any deviations.

- viii. NHIDCL reserves the right to reject any or all tenders or cancel/withdraw the invitation for bids without assigning any reason whatsoever and in such case no tenderer/intending tenderer shall have any claim arising out of such action.
- ix. Integrity Pact duly signed by the tenderer shall be submitted.
- x. List of documents to be scanned and uploaded within the period of bid submission:
  - a. Demand Draft or Banker Cheque of any Scheduled Bank against BID SECURITY as per clause 04 hereabove.
  - b. Demand Draft or Banker's Cheque of any Scheduled Bank towards cost of Bid Document.
  - c. Integrity Pact.
  - d. Power of Attorney
  - e. Undertaking for not blacklisted
- xi. The terms 'bid' and 'proposal' shall be treated as synonyms.

Sandeep Kumar  
General Manager (Tech)  
National Highways and Infrastructure  
Development Corporation Limited,  
3<sup>rd</sup> Floor, PTI Building,  
4, Parliament Street,  
**New Delhi - 110 001**  
Phone: 011 - 2346 1616  
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## **SECTION 2**

### **INFORMATION TO CONSULTANCY FIRM**

## **SECTION 2: INFORMATION TO CONSULTANCY FIRM**

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## **SECTION 2: INFORMATION TO CONSULTANCY FIRM**

### **A. GENERAL**

#### **1 Scope of Project**

##### **1.1 Project Background**

The city of Delhi has many Central government offices. Most of its infrastructures was built before 1970. At that time vehicles plying in Delhi and around various government offices were much less when compared to the current day. The surface parking facilities were built to suit the vehicular traffic of that time. The same however is not meeting the current demand due to exponential increase in traffic.

As per the estimation of Automobile industry the number of cars plying on Delhi roads is much more than Mumbai, Kolkata, Chennai, Bangalore, Hyderabad etc. A rapid growth in the use of personal cars/ transport vehicles has been witnessed in recent years. The increasing use of personal transport vehicles/ cars by most of the government staff and visitors is leading to traffic and parking problems around government offices. Considering the above situation, Ministry of Road Transport and Highways has decided to build an above ground automated multilevel car parking facility at their office complex, Transport Bhawan for the use of their officials and visitors.

The Ministry of Road Transport and Highways has entrusted the development of Automated Multilevel above Ground Car Parking facility including the project execution responsibilities, National Highways and Infrastructure Development Corporation Ltd (NHIDCL).

NHIDCL has, hence decided to invite the proposals from the reputed consultancy firms for Supervision of Construction works of the automated multilevel car parking facility.

##### **1.2 Scope of Construction Supervision Services**

The Consultants, through this contract shall remain responsible for the services to be performed through their personnel or on their behalf.

The Consultants shall perform the services and carry out their obligations thereunder with all due diligence, efficiency and economy in accordance with the provisions of the contract and shall observe sound management / technical / engineering practices. The Consultants shall always act, in respect of any matter relating to this contract or the services as faithful advisers to the client.

##### **1.2.1 Services**

The Consultant (also called Supervision Consultant) shall perform all works necessary to supervise the construction of the above mentioned contract package under control and guidance of the Engineer and the Employer ensuring accomplishment of construction works as per works contract in accordance with the specifications and implementation programme.

The Consultant shall issue all necessary instructions to the contractor in consultation with NHIDCL and check and control the work to ensure that is carried out according to contract documents. Authority of the Supervision Consultant to act as NHIDCL's Representative for the propose of the contract shall not prejudice the authority of the NHIDCL (the Employer/ Client) to modify, alter or disapprove any or their instructions given to the contractor in writing in connection with the construction of the project.

The Supervision Consultant shall carry out all such duties, which are essential for effective implementation of the construction contract, as mentioned in, but not limited to the following:-

1. Scrutiny of the construction program submitted by the contractors including offering comments on the same and further recommendations to the employer/engineer-in-charge for his approval. Consultant shall prepare design / re-design structural as well as geometrical features of component of project in case need arises in this regard.
- 2 To scrutinize the documents/invoices of material procurement and to get the mandatory testing of materials /items as per relevant specification /norms. To prepare various records such as MAS (material at site account), cement register, bitumen register, hindrance register, mandatory test register, steel register, road roller register and other records required as per specifications/norms.
- 3 To give clarifications on contractor's queries pertaining to the interpretation of drawings/ design, specifications and other contractual matters.
4. Day to day supervision of the contractor's works to be in accordance with the drawings, specifications, scope etc as regards to quantity and quality.
- 5 Day to day monitoring of materials procured for works by the contractors, check for their conformity to meet the contractual requirements.
6. Ensure contractor's conformance to the set out construction procedures, safety norms and practices, statutory obligations, and every other obligation to be met by him under the contract for its proper fulfillment.
7. To submit the report of feasibility for sub letting of any part of the works/ assignment to NHIDCL and maintain regular correspondence with all the contractors in the project on all matters for achieving proper contract management practices.
8. Interpretation and evaluation of contractor's claims towards extra items of works and other contractual matters including forwarding the recommendations to NHIDCL.
9. Evaluation of the causes for delays in the completion of works if any, assign the reason, source of responsibility for the same including the quantum of such delays and forwarding the recommendations to NHIDCL in this regard. NHIDCL will not bound to accept the recommendation of consultant
10. To make independent measurement and check all quantity measurement and calculations required for payment purpose.
11. Evaluate the progress of the contractor's works with respect to the milestones set in the contract and submit report to NHIDCL in this regard.

12. Co-ordinate the activities of the various agencies in the project to ensure proper availability of scope and fronts to them in accordance with approved construction schedule.
13. Co-ordinate with the Design/DPR Consultant in accordance with the construction schedule/contract.
14. To review the progress and decide on action plans as required including preparation the minutes of meeting held in this regard.
15. Submit detailed monthly progress reports of the works of various agencies to NHIDCL including remarks on the same.
16. Assisting NHIDCL in respect of all matters concerning resolution of disputes between NHIDCL and the contractor, including partaking in such proceedings as and when called upon to do so.
17. Ensure and check the “As built” drawings submitted by the contractors for their correctness and accuracy.
18. Assist NHIDCL in providing clarifications/explanations to observations made, from time to time by the auditors.
19. Direct the contractors to carry out all such works or to do all such things as may be necessary in his opinion to avoid or reduce the risk in case of any emergency affecting the safety of life or of the works or of adjoining property and to advise NHIDCL thereof as soon thereafter as is reasonably practicable.
20. Maintenance of project diary containing all the details/events pertaining to the administration of the contract, requests forms and orders given to the contractors and any other information which may at a later date be of assistance in resolving queries / disputes which may arise then.
21. Submission of cash flow statement to NHIDCL based on the agreed construction schedule and progress of works.
22. Complete construction management services includes day-to-day supervision, management of overall and intermediate scheduled, weekly, monthly meetings, physical inspection, day-to-day approvals and certification of invoices.
23. To carryout testing of materials and completed item as per requirement of the specification in the field lab which will be provided by the contractor during the execution of work and submit report to NHIDCL in this regard. To do sampling of material/ completed items etc., for getting testing the same from the lab other than field lab as and when required. To collect such testing reports timely and to submit to NHIDCL well in time.
- 24 . After checking the monthly abstract bill, the Supervision Consultant will submit the same to NHIDCL along with statements and test reports as per contractual provisions with following details:-
  - a) Safety and Environment aspects are being followed by the contractor as per

contractual conditions and have been scrutinized by Consultant.

- b) The entire technical requirement i.e., technical tests have been got completed and quality of work is according to specifications give in the Contract/agreement.
- c) The progressive expenditure of the instant bill is within the contractual amount.
- d) Test results/reports are as per specifications.
- e) Contract Labour Act and Rules as per Contract are strictly followed by the contractor and there is no labour dispute at site.
- f) The contractor has accepted the bill.

### 1.2.2 **Period of Services**

Stipulated construction period of Automated Multilevel Car Parking facility at Transport Bhawan, 1 Parliament Street, New Delhi – 110001 is 09 months. As such the period of service for supervision consultancy will be 11 (Eleven) months from the date of issue of the Letter of Proceed plus additional 2 (Two) months with skeleton manning to prepare final statement of work bills, revised cost estimate, completion reports etc. If, however, the project construction works need more time for its completion, the period of service for supervision consultancy shall be extended in proportion to civil contract.

## **2. Eligible Bidders**

- 2.1 The proposals for this contract will be considered only from those bidders who meet requisite eligibility criteria subject to complying with the provisions in Clause 2.2 and Clause 3.
- 2.2 Bidder must not have been blacklisted or debarred by any central/state government department or public sector undertaking. Also no work of the bidder must have been rescinded by client after award of contract during last 5 years. The bidder should submit undertaking to this effect in Performa as given in , Section 6E.

## **3. Qualification of the Bidder**

Eligibility and Qualification Criteria

### 3.1 **Technical Experience:**

The consultant should have the experience in supervision and quality control of at least one similar work of Automated Car Parking of atleast 100 cars. The Completion certificates duly notarised must be attached as documentary evidence in support of the above experience.

### 3.2 **Financial Capacity:**

The firm should have a minimum average turnover of Rs. 25 lakh from infrastructure consultancy works during past three years. (Chartered Accountant/Statutory Auditor Certificate shall be submitted as documentary evidence).

#### **4. Participation in Bids**

- 4.1 Bidder shall submit only one bid. A bidder who submits or participates in more than one bid shall be disqualified.

#### **5. Cost of Bidding**

- 5.1 The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs.

### **B. RFP Document**

#### **6. Content of RFP Document**

- 6.1 The RFP document includes those stated below, and should be read in conjunction with any Addenda, if any, issued in accordance with Clause 8.
1. Notice Inviting RFP
  2. Information to Consultancy Firm
  3. Personnel's Job Descriptions and Qualifications of the Supervision Team
  4. General Conditions of Contract
  5. Financial Proposal containing Billing Schedule and Unit rates
  6. Form of Bid
  7. Form of Agreement
  8. Form of Bank Guarantee for Performance Security
  9. Form of Undertaking for Not Blacklisted
  10. Integrity pact
- 6.2 The bidder is expected to examine carefully the contents of the RFP documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to Clause 26, bids which as per opinion of the Employer are not substantially responsive to the requirements of the RFP document, the proposal will be rejected.

#### **7. Clarification of RFP Documents**

- 7.1 The prospective bidder requiring any clarification of the RFP document may e-mail their queries before the Pre-Bid Meeting to be held on 18.05.2016.

#### **8. Amendment of RFP Documents**

- 8.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the RFP documents by issuing addenda.
- 8.2 Any addendum thus issued shall be part of the RFP documents pursuant to Sub-Clause 8.1, and shall be communicated in writing or by cable or through website to all purchasers of the RFP documents. Prospective bidders shall acknowledge receipt of each addendum by writing or through e-mail by cable to the Employer.

## 9. Personnel's Job Descriptions & Qualifications of the Supervising Team:

Job descriptions and Qualification needed for each category of staff are specified in Section 3. The Consulting Firm shall quote the price of services ensuring that they will provide the kind & quantum of staff whose qualification and experience conforms to as given in Section 3.

## 10. Quoting Price of Supervision Consultancy services

10.1 Prior to quoting of price the bidder is to understand quantum of supervision works involved, location of the site, site condition and other allied factors. The bidder then will make their own assessment of manpower requirement and propose their deployment in consideration of the “scope of services for supervision consultancy” enumerated in Cl 1.2. The supervision team to be deployed to render the assigned services shall be composed of the following categories of members at the minimum.

### (A) Supervision Team

- |    |                             |             |         |
|----|-----------------------------|-------------|---------|
| 1. | Team Leader                 | – Full Time | = 1 no. |
| 2. | Electromechanical Engineer  | – Part Time | = 1 no. |
| 3. | Quantity Surveyor           | – Part Time | = 1 no. |
| 4. | Field Engineer (Civil)      | – Full Time | = 1 no. |
| 5. | Field Engineer (Electrical) | – Full Time | = 1 no. |

### (B) Skeleton team

- |    |                   |             |         |
|----|-------------------|-------------|---------|
| 1. | Team Leader       | – Full Time | = 1 no. |
| 2. | Quantity Surveyor | – Part Time | = 1 no. |

Note:- (i) Part time means minimum 3(three) days a week.

The bidder is to quote price in the Billing Schedule at per month basis in the following manner. Price per month shall be entered both in figures and in words.

Sl. No.	Type of team	Period in month	Price per month	Amount (in Rupees)
1	Deployment of ‘Supervision Team’ as mentioned in Cl - 10 of Information to Consultancy firm.	09		
2	Deployment of ‘Skeleton Team’ at the end of work. As mentioned Cl – 10 of Information to Consultancy firm.	02		

Apart from quoting price in the Billing schedule the bidder shall furnish therein separately the provisional monthly price for each category of team members of the Supervision Team / Skeleton Team, both for full time and part time services to deduct or to add payment if a supervising member as given in the list of minimum manning schedule remains absent or be included at any point of time.

Site Office including furniture, office supplies, drafting supplies, computers etc. will be provided by the Supervision Consultant at his cost which will be deemed to be included in their price offered.

## **10.2 Price escalation**

The monthly price quoted by the bidder and finally accepted by the Employer will not be subjected to any escalation during the period of assignment i.e.12 months.

If the service period is extended beyond 12 months, a 5% (five) percent increase in price will be allowed for the period falling after 12 months.

## **C. Preparation of Bids**

### **11. Language of Bid**

- 11.1 The RFP shall be prepared in English language. All the documents related to bids supplied by the bidder should also be in English language.

### **12. Documents comprising the Bids**

As mentioned under clause 18.

### **13. Bid Prices**

- 13.1 Unless stated otherwise in the RFP documents, the Contract shall be for the whole Works as described in Sub-Clause 1.2, based on the lump sum consultancy fees submitted by the bidder. The accepted bid shall be the finally arrived contract price.
- 13.2 All duties taxes and other levies excluding service tax payable by the Consultant under the Contract, or for any other cause, shall be included in the lump sum consultancy fees to be quoted by the bidder, and the evaluation and comparison of bids by the Employer shall be made accordingly. Service tax , as applicable shall be reimbursed.
- 13.3 The lump sum consultancy fee quoted by the bidder is firm for the entire contract period.

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

- 14.1 The lump sum consultancy fees shall be quoted by the bidder only in Indian Rupees.

### **15. Bid Validity**

- 15.1 Bids shall remain valid for a period of 120 (one hundred and twenty) days after the date of Bid opening specified in Clause 23.
- 15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by cable. A bidder may refuse the request without forfeiting the bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for the period of extension.



## **16. Bid Security**

- 16.1 The bidder shall furnish, as part of his bid, a bid security in the amount of Rs.2.0 lac (Rupees two lac only).
- 16.2 The bid security shall be furnished in the form of Bank Draft drawn on Nationalized Bank or Scheduled Bank in India.
- 16.3 Any bid not accompanied by an acceptable bid security shall be rejected outright by the Employer as non-responsive.
- 16.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, after issuance of LOA.
- 16.5 The Bid security of the successful Bidder will be returned when the bidder has furnished performance security and signed the agreement.
- 16.6 The bid security may be forfeited
  - (a) if the bidder withdraws his bid during the period of bid validity;
  - (b) if the bidder does not accept the correction of his bid price, pursuant to Sub-Clause 27.2 or
  - (c) in the case of a successful bidder fails within the specified time limit to
    - (i) sign the Agreement
    - (ii) furnish the required performance security

## **17. Pre-bid Meeting**

The pre bid meeting shall be held on 12.07.2016 at 15:00 hrs at NHIDCL, HQ, New Delhi

## **18. Format and Signing of Proposal**

18.1 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.

18.2 The Proposal should be submitted in two parts:

### **a. Technical Proposal**

- 1. Form of technical proposal as per Section 6-A.
- 2. Power of Attorney as per Section 6G.
- 3. Integrity pact as per Section 6F.
- 4. Experience Certificate as per clause 3.1 and 3.2
- 5. Undertaking for not Black listed as per section 6-E.

## **b. Financial Proposal**

Bidders are required to submit their Financial Bid online only as prescribed under Section 5 of the RFP document. No other mode of Financial Bid shall be accepted. In case of Financial Bid submitted other than online the bid shall be summarily rejected.

## **19. Submission of Proposals**

**19.1** The Bidder shall submit their proposal online only as mentioned in Section-I. However, following documents should also be submitted in physical form at the time of submission of bid on or before the due date.

1. Form of technical proposal as per Section 6-A.
2. Power of Attorney as per Section 6G.
3. Integrity pact as per Section 6F.
4. Experience Certificate as per clause 3.1 and 3.2
5. Undertaking for not Black listed as per section 6-E
6. Bid Security and cost of Bid Document should be placed in separate envelope duly marked on them “Bid Security” and “Cost of bid document”. Both these two envelopes should be placed in one envelope with requisite documents as mentioned above.
7. Main envelopes shall indicate the Name and Address of the Bidder. All the envelopes shall clearly bear the following identification “Consultancy Services for Supervision of Construction of Automated Multilevel Car Parking facility at Transport Bhawan, 1 Parliament Street, New Delhi – 110001”.

### **19.2 All the envelopes shall be addressed to:**

Addresses to: Sandeep Kumar

**General Manager (Tech)**

National Highways and Infrastructure

Development Corporation Limited,

3<sup>rd</sup> Floor, PTI Building,

4, Parliament Street,

**New Delhi - 110 001**

Phone: 011 - 2346 1616

E-mail: gmt1nhidcl@gmail.com

**19.3** NHIDCL assumes no responsibility for the misplacement or premature opening of the proposal, if the submission made envelopes are not sealed and marked as mentioned above.

#### **19.4 Proposal Due Date**

The time line to be followed is as under.

RFP Notice Publishing Date	:	30.06.2016
RFP Document Download/ Start Date	:	30.06.2016 (10.00 hrs)
Last date for submission of Pre-Proposal Queries	:	11.07.2016 (17.00 hrs)
Pre-Bid meeting	:	12.07.2016(15.00 hrs)
Reply to Pre-Bid Queries	:	15.07.2016 (17.30 hrs)
Bid submission End Date (Physical as well as online)	:	21.07.2016 (15.00 hrs)
Opening Date of Technical Bid	:	21.07.2016 (15.30 hrs)
Opening Date of Financial Bid	:	To be intimated after final evaluation of Technical Proposals

#### **19.5 Late Proposals**

Any Proposal received by NHIDCL after the Proposal Due Date will be returned unopened to the Bidder.

#### **19.6 Modification and Withdrawal of Proposals**

As per e-tendering process till proposal due date.

#### **19.7 Time of Completion and Time Extension**

1. Time of completion of assignment is 9 Months followed by 2 months, for finalization of works.
2. Extra time for any additional work/ works involved or delay due to any extreme weather conditions or delay due to any other reasons which are not in the control of contract only may be allowed for time extension.

## **D. Bid Opening and Evaluation**

### **20 Tests of Responsiveness**

20.1 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;

- (i) It is received before 11:00 AM (IST) on the Proposal Due Date
- (ii). It contains the information and documents as requested in the RFP.
- (iii). It contains information in formats specified in the RFP
- (iv). It is accompanied by the Bid Security as set out in Clause 3 of Section 1.

20.2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation is one which:

- (a). Affects in any substantial way, the stipulated scope, quality, or performance of the assignment, or
- (b) Limits in any substantial way, inconsistent with the RFP document, NHIDCL's rights or the Bidder's obligations under the Contract Agreement, or
- (c) Unfairly affects the competitive position of other Bidders presenting substantially responsive bids.

20.3 Notwithstanding anything contained above, NHIDCL reserves the right to accept or reject any or all submissions received, or to terminate the entire process at any stage

without assigning any reason, without any obligation to inform the applicants of the grounds of NHIDCL's action and without paying any compensation or refund of processing fees. The Bidder hereby declares this acceptable on his submitting this tender.

### **21 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

## **22 Clarifications by Bidders**

To assist in the process of evaluation of Proposals the Bidder should provide required clarifications. The request for such clarification or substantiation and the response shall be in writing or by facsimile. No material change in the substance of the Proposal would be permitted by way of such clarification/substantiation.

## **23 Bid Evaluation:**

- 1 The Technical Bid of the Proposal would first be checked for eligibility in terms of the requirements stipulated under clause 2 and 3.
- 2 In case the Technical Proposal is found fulfilling the above qualification criteria, the financial proposal of all such technically qualified bidders shall be opened.
- 3 NHIDCL reserves the right to reject the Proposal of a Bidder without opening the Financial Bid if, in its opinion, the contents of the Technical Proposal do not fulfill the requirements of this RFP.
- 4 The Financial Bid would be evaluated and ranked on the basis of the quote submitted by the bidders. The bidder who quotes lowest Financial Bid shall be ranked as L-1 Bidder.

## **E. Award of Contract**

### **24 Declaration of Successful Bidder**

Upon acceptance of the Proposal of the L-1 Bidder, NHIDCL shall declare the L-1 Bidder as the Successful Bidder.

### **25 Notification/s**

NHIDCL will notify the L-1 Bidder by e-mail and by a Letter of Acceptance (LOA) that its Proposal has been accepted

## **26 NHIDCL's Right to Accept or Reject Proposal**

- 1 NHIDCL reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Contract, without liability or any obligation for such acceptance, rejection or annulment.
- 2 NHIDCL reserves the right to invite revised Proposals from Bidders with or without amendment of the RFP at any stage, without liability or any obligation for such invitation and without assigning any reason.
- 3 NHIDCL reserves the right to reject any Proposal if at any time:
  - (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

## **27 Letter of Award (LOA) and Execution of Contract Agreement**

1. The Successful Bidder shall execute the Contract Agreement within two (2) weeks of the issue of LOA where after the Letter to Proceed shall be issued.
2. The Supervision Consultant shall fully mobilize at site within One (1) week from the date of issue of the Letter to Proceed

## **28 Taxes**

- a) All taxes, income tax and any other leviable tax (except Service Tax) in connection with the execution of the contract levied by the statutory Authorities/State/Central Govt. of India/State Govt. or any local authorities on the consultant in accordance with the applicable law shall be borne by the consultant and are deemed to be included in their bid price. The tenderers shall note that the Tax Deduction at Source (TDS) as per applicable law shall be made from the payments due/made to the consultants which shall not be reimbursed.

- b) The Service tax as applicable shall be reimbursed by NHIDCL on actual production of receipt of deposit duly authenticated by Chartered Accountant. However, consultant has to mention Service Tax Number in the invoice, and amount of Service Tax should be shown separately in the bill.
- c) Any enhancement of taxes/duties by the authorities/Government of India/State Government, during currency of this contract shall be borne by the Consultant only, which shall not be reimbursed by NHIDCL.

## **29 Performance Security/Guarantee**

- 1) For the due performance of the contract in accordance with the terms and conditions specified, the consultant shall on the day of, or before signing the contract which shall not be later than 10 (ten) days from the issue of the Letter of Award, furnish performance security/Guarantee (on the format prescribed by NHIDCL) from a Nationalized/Scheduled Bank to the extent of 5% of the value of total consultancy fees of consultant. The Bank Guarantee shall remain valid till stipulated time for completion of work plus 180 days. The Bid Security paid by the Consultant shall be returned to the consultant after receipt of Performance Guarantee. The Bid Security shall, however be forfeited in case the Consultant fails to submit the Performance Security in the stipulated period.
- 2) The Bank Guarantee shall be in favour of NHIDCL, payable at New Delhi. The Bank Guarantee should be (in the prescribed format of NHIDCL as per Section-6) issued from any Nationalized Bank.
- 3) It is expressly understood and agreed that the performance security is intended to secure the performance of entire contract. It is also expressly understood and agreed that the performance security is not to be construed to cover any damages detailed/ stipulated in various clauses in the Contract document.
- 4) The performance security will be discharged by NHIDCL and returned to the Consultancy firms after 6 months of successful completion of the services to NHIDCL and statutory bodies.
- 5) NHIDCL reserves the right of forfeiture of the performance guarantee in addition to other claims and penalties in the event of the consultant's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.
- 6) Should the stipulated time for completion of work for whatever reason get extended, the consultant, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to NHIDCL before the expiry date of the Bank Guarantee originally furnished.

## **30 Retention Money**

5% of the fee payable to the consultant shall be retained from each running bill as "Retention Money", in addition to the performance guarantee.

The retention money will be discharged by NHIDCL and returned to the Consultancy firms after 6 months of successful completion of the services .

NHIDCL reserves the right of forfeiture of the performance guarantee in additions to other claims and penalties in the event of the consultant's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

**SECTION 3**  
**PERSONNEL'S JOB DESCRIPTIONS & QUALIFICATIONS OF THE**  
**SUPERVISING TEAM**



**Personnel's Job Descriptions & Qualifications  
of the Supervising Team  
(Ref : Clause 9 – Information to  
Consulting Firm)**

**(1) Team Leader cum Structural Engineer:-**

**Job Description**

The Team Leader cum Structural Engineer will remain responsible for supervision and administration of the project. He will be responsible to ensure that the works are administrated properly and that the construction is carried out in accordance with contract documents and to the proper requirements of the client. He will prepare and submit monthly progress reports and monthly certificates of payment.

He will review and evaluate with the client about progress, quality, cost and safety of works. He will schedule the duties of his staff according to requirements of construction programme and organize and control effectively all the project supervisory staff for supervision of construction works. He will be responsible for measuring all quantities and works, for keeping records of all measurements, preparing quantity calculations and payment certificates to ensure that the contractor is paid in accordance with the contract in respect of aforesaid works.

**Qualification**

He will be atleast civil engineer graduate having more than 10 years professional experience in managing high valued building contracts conversant with billing, Supervision, Quality control, construction management encompassing civil, sanitary & plumbing, mechanical and electrical, fire fighting, drainage, roads and other allied works of tower building of similar magnitude. He must have an experience of atleast one similar work experience i.e. automated car parking.

**(2) Quantity Surveyor:-**

**Job Description**

The Quantity Surveyor will be responsible for measuring all quantities and works, for keeping records of all measurements, preparing quantity calculations and payment certificates to ensure that the contractor is paid in accordance with the contract. He will verify and confirm supporting data for payment certificates for escalation.

**Qualification**

He should be a graduate in civil engineering with relevant experience in the field of estimating, preparation and processing of invoices, analyzing rates, checking survey details etc of the projects. He should have at least 5 years of professional experience. He should have worked as a quantity surveyor for projects of frame structured commercial/industrial buildings.

**(3) Electromechanical Engineer :-**

**Job Description**

The Electromechanical Engineer will remain responsible for all Mechanical and Electrical Planning (MEP) installation, testing and commissioning works as also for Fire Fighting and Fire Safety Works. He will be responsible for measuring all quantities and works, for keeping records of all measurements, preparing quantity calculations and payment certificates to ensure that the contractor is paid in accordance with the contract in respect of aforesaid works. He will also verify and certify quality of executed works relating to MEP and Fire Fighting.

**Qualification**

He will be a graduate engineer in electrical/mechanical engineering having atleast 8 years professional experience in Planning, supervising, managing the relevant part of the contract, handling the contractors and guiding the Team Leader and the Client in all aspects of successful implementation of MEP and Fire Fighting installation in project. He will have to scrutinize and certify measurements and work bills.

**(4) Field Engineer (Civil & Electrical):- Job Description**

Field Engineer will be responsible for day to day supervision of works taking measurements of works executed and signing joint measurement sheets, checking quality and specification of materials and works, checking layouts and dimensions and assisting all the Senior Engineers of the Project and will be under control of the Team Leader and Electrical Engineer respectively.

**Qualification**

He shall at least be a diploma engineer in the field of civil/electrical engineering as the case may be. He should be conversant with field survey works as well as framed structured commercial/industrial building construction works taking out field measurements, quality supervision and other allied works.

Civil engineering diploma holder will have at least 3 years of professional experience being conversant with survey equipments; checking layout of tall building structure, supervision and quality checking of building works, measurement of works executed in respect of similar buildings.

Electrical engineering diploma holder will have at least 3 years of professional experience being conversant with electrical engineering works which will provided in the building project of this kind. Experience of Fire Fighting, air handling, air conditioning and telecommunication works will be preferred.

**SECTION 4**  
**GENERAL CONDITIONS OF CONTRACT**

## **GENERAL CONDITIONS OF CONTRACT**

### **1. Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the parties shall be governed by the Applicable law.

### **2. Taxes and Duties**

The consultant shall pay their own taxes of all kinds including corporate income taxes and personnel income taxes, duties, fees, levies and other impositions in connection with providing the services under this contract. The Service Tax, as applicable, shall be paid on reimbursement basis.

### **3. Effectiveness of contract**

This contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice of award of contract to the Consultants.

### **4. Modification**

Modification of the terms and conditions of this contract, including any modification of the scope of the services, may only be made by written agreement between the parties.

### **5. Liability to the Consultants**

The consultants shall be liable to the Client for the performance of the services in accordance with the provisions of this contract and for any loss suffered by the Client as a result of a default of the Consultants in such performance, subject to the following limitations:

- a) The Consultant shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the consultants, its sub-consultants or the Personnel of either of them, and
- b) The Consultant shall not be liable for any loss or damage caused by or arising out of circumstances over which the consultants had no control.

### **6. Indemnification of the Client by the Consultants**

The Consultants shall keep the client, both during and after the term of this contract, fully and effectively indemnified all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including but not limited to, legal fees and expenses, suffered by the client or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract of the consultants or their sub-consultants, or the personnel or agent of either of them, including the use or violation of any copyright work or literary property or patented invention, article or appliance.

## **7. Indemnification of the Consultants by the Client**

The Client shall keep the Consultants, both during and after the term of this Contract, fully and effectively indemnified all losses, damage, injuries, deaths, expenses, actions, proceedings, costs and claims, including but not limited to, legal fees and expenses, suffered by the Consultants or any Third Party where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract of the Client or his employees or agents.

## **8. Payment to the consultant**

Payment will be made monthly on submission of Invoice/Bills in duplicate to the engineers. Price of services as quoted by the consultant in the “Financial Proposal” which has been finally accepted by the employer shall be the basis of payment.

## **9. Sub – Consultant**

Consultant may associate sub-consultant with approval of the Employer to enhance their capacities. Responsibility for supervision work will rest with the main consultant.

## **10. Reporting Requirement**

The supervision Consultant shall maintain Daily site Diary recording workmen engaged, plants and machineries deployed, quantities of works executed etc.

The Supervision Consultant will prepare and submit the following reports and estimate in hard and soft copies to the Engineer/Employer on format prepared by the consultant and approved by the Employer as follows:

<b>SL. No.</b>	<b>Particulars</b>	<b>No of hard Copies</b>	<b>No of Soft Copies</b>
1.	Weekly Progress Report	3	NIL
2.	Monthly Progress Report	5	2
3.	Quarterly Progress Report	5	2
4.	Final Completion Report	5	2
5.	Revised estimate at the end of work	5	2

## **11. Expiration of Contract**

Unless terminated earlier pursuant to Clause 14 of GCC hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period.

## **12. Force Majeure**

### **12.1. Definition**

- (a) For the purpose 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) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **12.2. 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.

### **12.3. 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.

#### **12.4. 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.

#### **12.5. Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

#### **12.6. 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.

### **13. 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.

### **14. Termination**

#### **14.1. 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 (g) of this Clause GC 14.1 terminate this Contract.

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 13 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 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 GC 16 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.
- (g) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among consultants (Prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

#### **14.2. By the Consultants**

The Consultant may, by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GCC 14.2 , terminate this contract.

- (a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 16 hereof within forty five (45) days after receiving written notice from the Consultants that such payment is overdue;



- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) 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
- (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 16 hereof.

#### **14.3. Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clause GCC 14.1 or GCC 14.2 hereof, 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.

#### **14.4. Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GCC 14.1 or GCC 14.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client):

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures actually incurred prior to the effective date of termination; and
- (c) except in the case of termination pursuant to paragraphs (a) through (d) of the Clause GCC 14.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents

## **15. Fairness and Good Faith**

### **15.1. Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

### **15.2. Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GCC 16 hereof.

## **16. Settlement of Disputes**

### **16.1. Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

### **16.2. Dispute Settlement**

There is no provision of arbitration.

- 17.** The Client (or Employer) may inspect and review the progress of works and may issue appropriate directions to the Supervision Consultant / members of the supervision team for taking necessary action. NHIDCL may also undertake Third Party Audit or otherwise test check the quality and quantity of the materials brought to the site for use in the permanent works and may also test check the quantity, quality and workmanship of the work executed as and when required.

## **SECTION 5**

### **FINANCIAL PROPOSAL**

### Section 5: Financial Proposal

**Project:** Construction of Automated Multilevel Car Parking facility at Transport Bhawan, 1 Parliament Street, New Delhi – 110001 For Supervision Consultancy Services

Sl. No.	Description	Period in months	Price per month	Amount (Rupees)
1	Deployment of 'Supervision Team' as mentioned in Cl - 10 of Information to Consultancy firm.	9		
2	Deployment of 'Skeleton Team' at the end of work. As mentioned Cl – 10 of Information to Consultancy firm.	2		

**Total:**

**Deployment of minimum members of Supervision Team as mentioned in Cl - 10 of  
Information to Consultancy firm.**

**Unit Rates**

<b>Sl. No.</b>	<b>Category of member</b>	<b>Full time/ Part time</b>	<b>Price per month (Rupees)</b>
1.	Team Leader	Full time	
2.	Electromechanical Engineer	Part time	
3.	Quantity Surveyor	Part time	
4.	Field Engineer (Civil)	Full time	
5.	Field Engineer (Electrical)	Full time	

Note :- Part time means minimum 3(three) days a week.

**SECTION 6      FORMS**

**SECTION 6A      FORM OF TECHNICAL PROPOSAL**

**SECTION 6B      FORM OF FINANCIAL PROPOSAL**

**SECTION 6C      FORM OF AGREEMENT**

**SECTION 6D      FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

**SECTION 6E      FORM OF UNDERTAKING FOR NOT BLACKLISTED**

**SECTION 6F      FORM OF INTEGRITY PACT**

**SECTION 6G      FORM OF POWER OF ATTORNEY FOR SIGNING OF PROPOSAL**

## SECTION 6A

### **FORM OF TECHNICAL PROPOSAL**

From: (On the letter head of the company by the authorized signatory having power of attorney)

To

**Shri Navin Kumar**  
**Executive Director-II**  
**NHIDCL**

Sub: Consultancy Services for Supervision Construction of Automated Multilevel Car Parking facility at Transport Bhawan, 1 Parliament Street, New Delhi – 110001

Sir,

This has reference to above referred tender. I/We are pleased to submit our proposal for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.

**2** I/we are eligible to submit the bid for the subject tender and I/We are in possession of all the documents required.

**3** I / We have viewed and read the terms and conditions of bid document carefully. I/We have uploaded the scan copy of the following documents forming part of the tender document:

- a) Demand Draft or Banker Cheque of any Scheduled Bank against BID SECURITY.
- b) Demand Draft or Banker's Cheque of any Scheduled Bank towards cost of Document Fee.
- c) Form of technical proposal as per Section 6-A.
- d) Power of Attorney as per Section 6G.
- e) Integrity pact as per Section 6F.
- f) Experience Certificate as per clause 3.1 and 3.2
- g) Undertaking for not Black listed as per Section 6-E

Yours faithfully,

(Sign of the tenderer)  
With rubber stamp  
Dated:\_\_\_\_\_

**SECTION 6B**  
**FORM OF FINANCIAL PROPOSAL**

Construction of Automated Multilevel Car Parking facility at Transport Bhawan, 1 Parliament Street, New Delhi – 110001

To  
The General Manager(Tech)  
National Highways and Infrastructure Development Corporation Ltd.(NHIDCL)  
3<sup>rd</sup> Floor, PTI Building,  
4, Parliament Street,  
New Delhi

Sir,

1. In accordance with the Conditions of Contract and Specifications furnished by NHIDCL and Addenda for execution of the above named works, we the undersigned offer to conduct the Consultancy Services for Supervision of above mentioned work for the amount quoted by us in the uploaded Financial Proposal in accordance with the conditions of the bid document.
2. We undertake, if our Bid is accepted, to commence the Works as soon as possible after the receipt of the notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Bid.
3. We agree to abide by this Bid for 120 days and it shall remain binding upon us and may be accepted at any time before the expiration of that date.
4. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.

*Contd...*



5. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this ..... day of ....., 2016

Signature..... in the capacity of .....  
..... duly authorized to sign bids for and on behalf of  
..... ( in  
block letters or typed)

Address: .....  
.....

Witness: .....

Address: .....  
.....

Occupation: .....

## SECTION 6C

### FORM OF AGREEMENT

**Name of Work:** Consultancy Services for Supervision of Construction of Automated Multilevel Car Parking facility at Transport Bhawan, 1 Parliament Street, New Delhi – 110001

This CONTRACT ( hereinafter called the “Contract” ) is made the \_\_\_\_\_ day of the month of \_

2016 between, on the one hand, National Highways and Infrastructure Development Corporation Ltd. ( hereinafter called the “Client” ) and, on the other hand, \_\_\_\_\_ (hereinafter called the “Consultants” )

#### WHEREAS

(A) the Client has requested the Consultants to provide certain consulting services as defined in the General

Conditions attached to this Contract ( hereinafter called the “Services” );

(B) the Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- a) The Agreement
- b) Letter of Acceptance
- c) Addenda to the RFP Document, if any
- d) Form of Bid duly filled up
- e) Information to consultancy firm
- f) Personnel’s Job Descriptions and Qualifications of the Supervising Team
- g) The General Conditions of Contract
- h) Financial Offer containing Billing Schedule and Provisional Unit Rate.
- i) Undertaking for not Blacklisted
- j) Drawings
- k) Notice Inviting Request For Proposal
- l) Other Documents as agreed upon

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract, and
- (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

**FOR AND ON BEHALF OF  
OF [CLIENT]**

**By \_\_\_\_\_**

**Authorized Representative**

Witness 1: .....

Witness 2: .....

**FOR AND ON BEHALF OF  
[CONSULTANTS]**

**By \_\_\_\_\_**

**Authorized Representative**

Witness 1 : .....

Witness 2: .....

**SECTION 6D**  
**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

WHEREAS ..... (Name of Bidder) (hereinafter called “the Consultant”) has submitted his bid dated ..... (date) for “Consultancy Services for Supervision for Construction of Automated Multilevel Car Parking facility at Transport Bhawan, 1 Parliament Street, New Delhi – 110001 (herein called “the Bid”) by “National Highways and Infrastructure Development Corporation Ltd. (NHIDCL) (hereinafter called the employer which expression shall unless repugnant to or inconsistent with the context mean and include its successors and assigns).

KNOW ALL MEN by these presents that, We, ..... (Name of Bank) having its registered office at ..... (hereinafter called “the Bank”) are bound unto ..... (Name of Employer) (hereinafter called “the Employer”) in the sum of Rs..... (Amount of Guarantee) for which the payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this ..... day of ..... 2013. THE

CONDITIONS of this obligation are:

1. If the bidder having been notified of the acceptance of his Bid by the Employer during his period of validity:

- (a) Fails or refuses to execute the Form of Agreement in accordance with the Information to Consultancy Firm.

Or

- (b) If the bidder fails or refuses to execute the assignment as specified in the contract.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurrence condition or conditions.

This Guarantee will remain in force upto ..... or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. If works are not completed within stipulated date of completion, it is understood that the bank will extend this guarantee under the said conditions for the required time on demand by the Employer and at the cost of the Consultant.

NOTWITHSTANDING anything contained hereinabove,

- (i) Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees ..... only)
  - (ii) This Bank Guarantee shall be valid upto ..... and
  - (iii) We are liable to pay the Bank Guarantee 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.....

.....  
..... (SIGNATURE OF  
THE BANK)

WITNESS .....

.....  
.....  
(BANK SEAL)

.....  
..... (Signature, Name and  
Address)

**SECTION 6E**

**UNDERTAKING FOR NOT BLACKLISTED**

**(On Rs. 100 Stamp Paper dully attested by public Notary)**

We do hereby undertake that we have not been blacklisted or debarred by any central/state government department or public sector undertaking and also that none of our work was rescinded by the client during last 5 years and never we were termed Non-Performer by Client due to unsatisfactory performance.

.....  
STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

## SECTION 6F

### 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 Bidder/ 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 (**Name of the contract**) (**hereinafter referred to as the 'Project'**). 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 Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal may appoint an Independent External Monitor (IEM), 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 Consultant /Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Contractor(s)/Bidder(s) the same information and will not provide to any Consultant /Bidder(s), confidential/additional information through which the Consultant /Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons. **The Principal shall** obtain bids from **only** those parties who have been short-listed or pre qualified or through a process of open advertisement/web publishing or any combination thereof.
- (2) If the Principal obtains information on the conduct of any of its employees, Consultant(s) and/or Bidder(s), 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 enter into agreements with identical conditions with all Contractor(s)/Bidder(s) **for the different Work Packages in the aforesaid Project**.
- (4) The Principal will disqualify from the tender process all Consultant(s)/Bidder(s) in the range of

Rs 50 Crore and above, who do not sign this Pact or violate its provisions.

## **Section 2 - Commitments of the Bidder(s) / Consultant(s)**

- (1) The Bidder(s) / Consultant(s) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - (a) The Bidder(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 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)/ 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 contracts, 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)/ Consultant(s) 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 Bidder(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/ Consultant(s) 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 Bidder(s)/ Consultant(s). 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 Bidder(s)/ Consultant(s) 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 Bidder(s)/ Consultant(s) 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 Bidder(s)/ Consultant(s), 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 Bidder(s)/ Consultant(s) 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(s)/Bidder(s) 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(s)/Bidder(s) 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 contractor 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 contractor 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(s)/Bidder(s) 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 Bidder(s)/ Consultant(s) 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 Bidder(s)/ Consultant(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Consultant(s)/Bidder(s) 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(s), 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.

The Consultant(s)/Bidder(s) be in addition to the Bidder(s)/ Consultant(s), as terms of Section 3 *above*. understands and agrees that this will disqualification and exclusion of the may be imposed by the Principal in

#### **Section 5: Previous transgression**

- (1) The Bidder(s)/ Consultant(s) 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 Bidder(s)/ Consultant(s) 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 Bidder(s)/ Consultant(s) 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 is in excess 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 MD, 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 Managing Director, NHIDCL.
- (4) The Bidder(s)/Contractor(s) accepts that the Monitor shall have the right to access, without restriction, all Project documentation of the Principal including that provided by the Contractor. The Contractor 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 Bidder (s) / Consultant(s) 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 Contractor.
- (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 MD, 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 MD, NHIDCL, of a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD, 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 / MD.
- (9) The word 'Monitor' means Independent External Monitor and includes both singular and plural forms.

#### **Section 7 Criminal Contractor(s)/charges against violating Bidder(s) / Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder/ Consultant(s) or any employee or a representative or an associate of a Bidder/ Consultant(s), 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/MD.

#### **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(s), 3 (three) months after the last payment under the

Contract is made and in case of the unsuccessful Bidder(s), 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 MD of NHIDCL.

The Bidder(s)/Contractor(s), 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 Bidder(s)/ Consultant(s) 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. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/ Consultant(s) 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)  
(Office Seal)

(For & On behalf of Bidder/ Consultant(s))  
(Office Seal)

Place                      \_

Date                      \_

### **Witness 1:**

(Name & Address)

### **Witness 2:**

(Name & Address)

## SECTION 6G

### FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Rs. 100 Stamp paper duly attested by Public Notary)

#### POWER OF ATTORNEY

Know all men by these presents, We

\_\_\_\_\_ (name and address of the registered office ) do hereby constitute, appoint and authorize Mr. / Ms.

\_\_\_\_\_ (name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the work of Consultancy Services for Supervision Construction of Automated Multilevel Car Parking facility at Transport Bhawan, 1 Parliament Street, New Delhi – 110001, including signing and submission of all documents and providing information/ responses to NHIDCL in all matters in connection with our Proposal. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney

pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_

For \_\_\_\_\_

(Name, Designation and Address)

Accepted

\_\_\_\_\_ Signature)

(Name, Title and Address of the Attorney)

Date : \_\_\_\_\_

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant's and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

3. In case the Proposal is signed by an authorized Director / Partner of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.
4. In case of partnership firm : name and address of principal office of the partnership firm to be provided.
5. The POA must be executed in the name of person whose Digital Signature has been used for uploading the Technical and Financial Proposal.