

REQUEST FOR PROPOSAL

Selection of Consultant for Project Support Services for Architecture and Urban Planning Projects in Naya Raipur

Tender No. 5242/RFP/PLAN/NRDA/2015

October 2015

MODIFIED RFP
Modifications are shown in Red
color

VOLUME -1



NAYA RAIPUR DEVELOPMENT AUTHORITY


1st Floor, Utility Block, Near Mantralaya, Capital Complex

Sector-19, Naya Raipur (C.G.)

Ph. 0771-2511500, Fax : 0771-2511400,

Email: ceo@nayaraipur.com, Website: www.nayaraipur.gov.in

Press Advertisement

 nayarapur नया रायपुर	
REQUEST FOR PROPOSAL	
RFP for appointment of Project support Unit for Planning and Architecture	
Ref. no 5242/Plan/NRDA/2015 Naya Raipur. date 26 th Oct 2015	
NRDA invites proposal (RFP) from qualified and experienced firma who fulfill the Pre-Qualification criteria for the works as detailed below:	
Name of the work	RFP for appointment of Project support Unit for Planning and Architecture
Pre-proposal meeting	5th Nov 2015 12.hrs Venue: NRDA hall, 1 st floor. Utility Block Capital Complex, Sector-19, Naya Raipur.
Due date and time for submission of proposal	28 th Nov 2015 up to 15.00 hrs.
Opening of technical proposal	28 th Nov 2015 up to 16.00 hrs.
The Pre-qualification criteria and other details could be seen in the RFP documents can be downloaded from www.nayaraipur.gov.in Modifications/Amendments/corrigendum, if any, shall not be advertised in the news paper but shall be published in the website only.	
Naya Raipur Development Authority Utility Block, Capital Complex Sectr-19, Naya Raipur 492002. Chhattisgarh T- 91.771.2511500	
Chief Executive Officer	

Data Sheet

S.No.	Item	Description
1.	Type Of Technical Proposal	QCBS, Quality cum Cost based Selection
2.	Last Date of Receipt of pre-proposal Query	Date 2nd Nov 2015; Time 12.00hrs
3.	Date of Pre-Proposal Meeting	Date 5 th Nov 2015; Time 12.00hrs Venue : 1 st floor, Utility block, Capital Complex, Sector – 19, Naya Raipur – 492002, Chhattisgarh.
4.	Last date and time of Submission of Proposal (Proposal Due Date)	Up to 15.00 hrs ; Date 28 th Nov 2015
5.	Opening Of Technical Proposal	At 16.00 hours (IST) or thereafter; Date 28 th Nov 2015
6.	Date Of Opening of Financial Proposals	To be intimated later
7.	Date of Presentation by Team Leader	To be intimated later
8.	Duration of Services:	3 Years Extendable
9.	A non refundable processing fee & Earnest Money Deposit	<p>a. Non refundable processing fee: A crossed demand draft of Rs 10000(Rupees Ten Thousand Only) is required to be enclosed Drawn in favor of CEO, Naya Raipur Authority (NRDA) on any scheduled bank, payable at Raipur, Chhattisgarh.</p> <p>b. EMD: Rs. 50,000/- (Rupees Fifty Thousand Only) in the form of DD drawn on Nationalised/ Scheduled bank in favour of “Chief Executive Officer, Naya Raipur Development Authority Payable at Raipur.”</p>
10	Validity of Proposal Representative/ Contact Person Of NRDA	180 days from due date of submission of proposal. The chief Engineer (Engineering) Naya Raipur Development Authority (NRDA) Naya Rakhi, Naya Raipur,
11.	Name and Address Where Queries/correspondence concerning this request for proposal is to be sent.	The Chief Executive Officer (CEO) Naya Raipur Development Authority (NRDA) 1 st floor, Utility block, Capital Complex, Sector – 19, Naya Raipur – 492002, Chhattisgarh. E-Mail:ceo@nayaripur.com, and shekardv@gmail.com Website: www.nayaripur.gov.in

Selection of Consultant for Project Support Services for Architecture and Urban Planning Projects in Naya Raipur

12	Address where Bidders must submit proposal at the	The Chief Executive Officer (CEO) Naya Raipur Development Authority (NRDA) 1 st floor, Utility block, Capital Complex, Sector – 19, Naya Raipur – 492002, Chhattisgarh.
----	---	--

SECTION - 1

DISCLAIMER

The information contained in this modified Request for Proposal document (“**RFP**”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

SECTION -2 INVITATION AND Schedule of Bidding Process

- 1.1. Government of Chhattisgarh (GoCG) is developing "Naya Raipur" near the City of Raipur for the State Capital functions. All other functions required for a sustainable city such as physical and social infrastructure, residential, institutional, commercial and recreational along with industries are planned for development.
- 1.2. Naya Raipur Development Authority (NRDA) is a special area development authority established by GoCG under the Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973 (Act, 1973) for development and administration of Naya Raipur.
- 1.3. NRDA has prepared and notified a master plan for development of the city namely "Naya Raipur Development Plan - 2031" under the Act, 1973. The development plan, inter alia prescribes the land uses of different sectors to be developed in the city.
- 1.4. NRDA has already prepared master plan for various infrastructure services such as water supply, sewerage, drainage, roads, communication, power supply etc. The master plan of the city divides the city in sectors and the city is envisaged to be developed in phases.
- 1.5. NRDA also undertake in-house various planning tasks such as Area planning, sector planning, village development plans, Modifications in Development plans, Development codes and prepare various development policies etc..
- 1.6. NRDA has selected and will also select architects, planning firms to carry out designs and planning of various projects.
- 1.7. NRDA is implementing Bus Rapid Transit System with all infrastructure under GEF-UNDP-World Bank assisted Sustainable Urban Transport project (SUTP), an initiative of Ministry of Urban Development (MoUD), Government of India.
- 1.8. NRDA has a limited in-house manpower capacity. NRDA therefore needs human resource and intellectual support to undertake various planning and architecture tasks, preparation of documentations for appointment of consultants, monitoring the performance of appointed consultants. etc. more elaborated in Appendix-! NRDA intends to select and appoint a Project Support Consultant (PSC), for deployment of personnel with specific skills and experiences through this RFP for providing the services described in the scope of services in this RFP. The deployed personnel peered by a Project Manager at the Head Quarter of the selected consultant, shall be dedicated for providing services to NRDA from the location specified by NRDA in Raipur / Naya Raipur.
- 1.9. **INVITATION TO SUBMIT PROPOSALS**
NRDA invites detailed proposals from eligible consultants ("Bidder") for providing **"Selection of Consultant for Project Support Services for Architecture and Urban Planning Projects in Naya Raipur"**("the Assignment"), in prescribed format

set out in the RFP.

1.10. **Services**

- i. The PSC is intended to be a self-sufficient team that shall provide the services of a team of executives and support staff with skills and experience commensurate with the task requirements to operate from the NRDA approved location in Naya Raipur. The minimum requirement of the expertise to be stationed at Naya Raipur is given in **Appendix C**
- ii. All the submissions and output shall be vetted by the back office and shall be submitted officially with a cover letter duly signed (both the submission and the cover letter) by the Project Manager and with his / her office seal. The minimum requirement of qualification and experience of the Project Manager is given in **Appendix C**

1.11. The Authority would endeavor to adhere to the following schedule of Bidding Process:

Event Description	Scheduled Date
1. Pre-Proposal Conference	2nd Nov ; Time 12.00 hrs at Office of NRDA, Utility Block, Behind Mahanadi Bhavan, Sector-19, Naya Raipur 492 002, Chhattisgarh
2. Proposal Due Date (PDD) and time (i.e. last date and time of receiving Proposals)	Date 28 th Nov 2015 up to 15:00 Hrs.
3. Opening of Technical Proposals	On Proposal Due Date at 16:00 Hrs or thereafter
4. Technical Presentation	Shall be intimated later
5. Opening of Financial Proposals	Shall be intimated later
6. Validity of Proposals	180 days of Proposal Due Date

1.12. **Pre-Proposal Conference**

The date, time and venue of Pre-Proposal Conference shall be as indicated in clause 2.11 at Conference Hall, NRDA Office, Capital Complex, Sector-19, Naya Raipur 492 002, Chhattisgarh

1.13. **Communications**

1.13.1. All communications including the submission of Proposal should be addressed to:

ATTN. OF: **The Chief Executive Officer (CEO)**

Naya Raipur Development Authority,
 Utility Block, Near, Capital Complex, Sector-19,
 Naya Raipur 492 002, Chhattisgarh
 Tel No: + 91 771 2511500, Fax No.: +91 771 2511400
 E-Mail Address: ceo@nayaripur.com, shekdardv@gmail.com

1.13.2. **The Official Website** of the Authority is: <http://www.nayaripur.gov.in>

1.13.3. **All communications**, including the envelopes, should contain the following information, to be marked at the top in bold letters:

“Selection of Consultant for Project Support Services for Architecture and Urban Planning Projects in Naya Raipur”

SECTION - 3 INSTRUCTIONS TO APPLICANTS

2.1. **General terms of Bidding :**

- 2.1.1. An Applicant / consultant can submit only one Proposal
- 2.1.2. The applicant should be a firm; an entity could be any individual or a registered Firm/company working as a technical consultant in architectural and Urban Planning services. Consortium or joint venture is not acceptable.
- 2.1.3. The Proposal and all communications in relation to or concerning the Bidding Documents shall be in English language.
- 2.1.4. The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Consultants solely for the purpose of preparation and the submission of a Proposal in accordance herewith. Consultants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The Authority shall not return any Proposal or any information provided along therewith.
- 2.1.5. This RFP is not transferable.
- 2.1.6. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the General Conditions of Contract shall have overriding effect;

2.2. **Cost of Bidding**

The Consultants shall be responsible for all the costs incurred by them, associated with the preparation of their Proposal and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.3. **Site visit and verification of information**

- 2.3.1. Consultants are encouraged to submit their respective Proposal after visiting the site and any other matter considered relevant by them.
- 2.3.2. It shall be deemed that by submitting a Proposal, the Consultant has:
 - a. made a complete and careful examination of the Bidding Documents;
 - b. received all relevant information requested from the Authority;
 - c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters above;
 - d. satisfied itself about all matters, things and information necessary and required for submitting an informed Proposal, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
 - e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Service Agreement; and
 - f. Agreed to be bound by the undertakings provided by it under and in terms hereof.

- 2.3.3. The Authority shall not be liable for any omission, mistake or error on the part of the Consultant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.
- 2.4. **Right to accept and to reject any or all Bids**
- 2.4.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal or to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.
- 2.4.2. The Authority reserves the right to reject any Proposal and appropriate the Bid Security if:
- a. At any time, a material misrepresentation is made or uncovered, or
 - b. The Consultant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
 - c. Such misrepresentation/ improper response shall lead to the disqualification of the Proposal
- 2.4.3. In case it is found during the evaluation or at any time before signing of the Service Agreement or after its execution and during the period of subsistence thereof, that one or more of the conditions have not been met by the Consultant or the Consultant has made material misrepresentation or has given any materially incorrect or false information, the Consultant shall be disqualified forthwith if not yet appointed as the Technical Consultant either by issue of the LOA or entering into of the Service Agreement, and if the Consultant has already been issued the LOA or has entered into the Service Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Consultant, without the Authority being liable in any manner whatsoever to the Consultant or Technical Consultant, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security as mentioned in this RFP
- 2.4.4. The Authority reserves the right to verify all statements, information and documents submitted by the Consultant in response to the RFP. Failure of the Authority to undertake such verification shall not relieve the Consultant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 2.5. **Amendment of RFP**
- 2.5.1. At any time prior to the deadline for submission of Proposals, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Consultant, modify the RFP by the issuance of Addenda.
- 2.5.2. Any Addendum thus issued will be uploaded on the web site of NRDA www.nayaraipur.gov.in. Consultants are requested to visit the site regularly.
- 2.5.3. In order to afford the Consultants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Proposal Due Date.

2.6. **PRE- PROPOSAL CONFERENCE**

Pre- Proposal conference of the Applicants is convened at the designated date, time and place. Bidders are requested to participate in the Pre-Proposal Conferences. A maximum of three representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant. During the course of Pre-proposal conferences, the Applicants shall be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall Endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

The Authority shall Endeavour to respond to the questions raised or clarifications sought by the Consultants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

- 2.6.1. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Consultants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.7. **PREPARATION AND SUBMISSION OF BIDS**

2.7.1. **Format and Signing of Proposals**

- 2.7.2. The Consultant shall provide all the information sought under this RFP. The Authority will evaluate only those Proposals that are received in the required formats and complete in all respects.

- 2.7.3. The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Consultant who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialed by the person(s) signing the Bid.

2.8. **Bid process**

- i. NRDA intends to adopt a **QCBS, Quality cum Cost** based bidding process for selection of the firm for PSC for this Assignment. The Proposal would be evaluated on the basis of the evaluation criteria set out in this RFP document in order to identify the successful Applicant ("Successful Applicant"). The Successful Applicant is required to enter into a Consultancy Agreement with NRDA and the draft of the same is set out in **Appendix J**. The fees shall be paid to the Successful Applicant by NRDA in the manner as set out in the Draft Consultancy Agreement.
- ii. At any time prior to the Proposal Due Date, NRDA may, for any reason, whether at its own initiative or in response to clarifications requested by any Applicant, modify the RFP document by the issuance of Addenda, or amendment.
- iii. The Proposal shall remain valid for a period not less than 180 days from the Proposal Due Date (Proposal Validity Period). NRDA reserves the right to reject any Proposal, which does not meet this requirement.

2.9. **Minimum Eligibility Criteria**

2.9.1.

- (i) The Applicant should have prepared Development plans and/or town planning scheme for minimum three cities having projected population of 50000 each in last 15 years. The development plan and/ or town planning scheme should have been approved by the planning authority/state Govt. The notified draft development plan and/ or town planning scheme can also be considered for eligibility provided a certificate from the planning authority/client is submitted.
- (ii) The applicant should have planned a minimum single Housing colony of min 5000 tenements in last 10 years The housing scheme should have been approved **by the planning authority Or the applicant should have prepared zonal plan under town and country planning act covering a minimum population of 25000 .The zonal plan should have been approved/ notified by the planning authority**
- (iii) The Applicant should have provided / is providing minimum 1 policy advisory services consisting of minimum 3 persons, to one of the state governments or Government of India or any public sector undertaking or any development authority or any urban local body in India in preceding 5 years prior to the date of publication of this RFP for a period of min. 2 years..
- (iv) The average annual turnover of an Applicant firm from consulting / advisory services should be more than Rs. 2 Crores in last 3 financial years ending in March 2015, March 2014 and March 2013
- (v) The details of documents required as a proof of above criteria are give in para 4.12.2

2.9.2. For the purpose of this RFP document, a Business Entity shall mean a sole proprietorship firm¹ / registered partnership firm² / a company³ registered in India under the Companies Act 1956 amended on 2013.

2.9.3. Consortia shall not be eligible.

2.9.4. Experience of a bidder as a member of consortia, for any project/work shall not be considered.

2.9.5. Any entity, which has earlier been barred by the NRDA, Government of Chhattisgarh (GoCG), or any other state government in India (SG) or Government of India (Gol), or any of the agencies of GoCG / SG / Gol from participating in similar projects and the bar subsists as on the Proposal Due Date, shall not be eligible to submit a Proposal.

2.9.6. The RFP document can be downloaded from the web site www.nayaraipur.gov.in and be used for submission. While submitting the proposal it should be accompanied with a non refundable processing fee in the form of a crossed Bank Draft for Rs. 10,000 (Indian Rupees Ten Thousand only) from a scheduled bank of India, in favor of the Chief Executive Officer, NRDA, payable at Raipur towards the Processing fee. The proposal without the processing fee will not be considered for evaluation.

2.9.7. NRDA intends to appoint a single entity for the assignment. NRDA is anticipating the requirements for the next 3 years for the Planning and Architecture Project Support Services for the Naya Raipur. The services will further extended two yearly extensions on satisfactory performance However, NRDA shall have the

discretion to increase or decrease the scope of services of consultant under the assignment

2.10. **Earnest Money Deposit (EMD)**

2.10.1. Proposal should necessarily be accompanied by Earnest Money Deposit of an amount of Rs.50000/- (Rs. Twenty Five Thousand only) in the form of a Demand Draft in favor of Chief Executive Officer, Naya Raipur Development Authority, of any scheduled bank, payable at Raipur.

2.10.2. EMD shall be returned to the unsuccessful Applicant s within a period of two (2) weeks from the date of signing of Consultancy Agreement between NRDA and the Successful Applicant. EMD submitted by the Successful Applicant shall be released upon completion one month of the providing services after actual deployment of all resources.

2.10.3. EMD shall be forfeited in the following cases:

- i. if any information or document furnished by the Applicant is found to be misleading or untrue in any material respect; and
- ii. If the successful Applicant fails to execute the Consultancy Agreement within the time, stipulated in the Letter of Award or any extension thereof provided by NRDA.

2.10.4. **Performance Security**

An amount of Five Percent shall be deducted from each payment made to the PSC during the first year of services and shall retained by NRDA as Performance Security, which shall be returned after the termination of the contract, without any interest and after deducting penalties, if any.

2.10.5. The roles, responsibilities and broad scope of work of Project Support Consultant (PSC) are set out in the **Appendix D**. The scope of services may be extended on mutually agreed fees, terms and conditions.

2.11. **Clarifications**

A prospective Applicant requiring any clarification on the RFP document may notify NRDA in writing to the address as specified in the RFP. The Applicant s should send in their queries latest by the **Last Date for Receiving Queries** mentioned in the Schedule of Bidding Process. NRDA may, on its own discretion, may forward its responses to all the Applicant s. Responses would include a description of the enquiry without identifying its source at its sole discretion.

2.12. **Format and Signing of Proposal**

The Applicant is required to provide all the information as per this RFP document. NRDA shall evaluate only those Proposals that are received within the time and in the required format and are complete in all respects. Each Proposal shall comprise the following:

2.13. **Details of submissions:**

2.13.1. **Envelop –I “Key Submissions”**

The following documents shall be submitted in Envelope 1 –

- (i) Letter of proposal in the prescribed format (Appendix A);
- (ii) A non refundable processing fee as a crossed demand draft is required to be enclosed for an amount of Rs. 10,000 (Rupees Ten Thousand only)

drawn in favor of CEO, Naya Raipur Development Authority (NRDA) on any scheduled bank, payable at Raipur, Chhattisgarh.

- (iii) Earnest Money Deposit for an amount of Rs.50,000/- (Rs. Fifty thousand only) in the form of a Demand Draft in favour of the Chief Executive Officer, Naya Raipur Development Authority, on any scheduled bank, payable at Raipur.
- (iv) Power of Attorney for signing the proposal in the prescribed format (Appendix – B).
- (v) RFP and draft Consultancy Service Agreement duly signed in blue indelible ink and stamped by the authorized representative of the bidder.
- (vi) Check list of submissions as per Appendix- A-1.

The envelope should be marked as “Key Submissions”

2.13.2. Envelope 2: “Technical Proposal”

The following documents shall be submitted in Envelope 2 –

- a. Details of the Applicant in the format set out in **Form Tech-1**
- b. Project Experience Data Sheets in the format set out in **Form Tech-2 and Form Tech-3**, with supporting proof
- c. Approach and methodology in **Form Tech-4**
- d. Qualifications and competence of the Project Manager for supervising, guiding and managing the team deployed at NRDA from back office **Form Tech-5**
- e. Qualifications and competence of the Team Leader to be stationed at MRDA office . **Form Tech-6**
- f. CV of Project Manager and Team leader as per **Form Tech-7**
- g. Financial capability of the applicant in **Form Tech-8**

The Technical Proposal need to submitted in One Original and One soft copy in CD.

The envelope should be marked as “Technical Proposal “

2.13.3. Envelope 3:”Financial Proposal

Financial proposal in the format as set out in Form Fin-1 and Form Fin-2

The Financial Proposal shall be quoted as a total monthly fee which shall be payable to the consultant for the PSC under the agreement. It shall be inclusive of

The Cost to Company expenses of the experts and personnel to be deployed in NRDA

Cost of man days for proposed Project Manager for the services

All Overheads and miscellaneous expenditures

Out of pocket expenses, travelling expenses for the Project Manager

All other expenses and profit of the organisation

The cost of hardware and soft ware as per annexure-1 shall be inclusive of the financial proposal. For purchase of Hardware and software an advance of Rs 15 lakhs will be given to the selected consultant as a mobilization advance on submission of the receipt of bills and installation and commissioning of hardware and software. The mobilization advance shall be deducted in 15 monthly equal installments from 4th monthly payment onwards without any interest. The Hardware and software shall be maintained by the consultant at his cost, however the consumable will be provided by the NRDA.

- 2.14. The Financial Proposal shall be inclusive of all taxes, surcharges, out pocket expenses which may be incurred by the consultant towards travel, documentation and communication except those agreed in the RFP. However, the Financial Proposal shall not include Service Tax, Cess, Surcharge levied on such services which shall be reimbursed by NRDA at the prevailing rate. Income tax as applicable shall be deducted at source from every payment towards fees. All consumables for operation of the PSC, in terms of papers, stationary, ink / cartridge for printers, photocopy and fax machines, electricity bill, water charges etc. shall be provided by NRDA
- 2.14.1. NRDA shall, at its cost and expense, provide to the Planning -PSC staff the facilities such as Suitable work-place including workstations, furniture, fittings, internet connection Telephone/ Fax and stationery. The cost of water, electricity, and office consumables will be provided by NRDA.
- 2.14.2. The Financial proposal shall be placed in a sealed Envelope –3 clearly marked by red felt pen “FINANCIAL PROPOSAL” and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” If the Financial proposal is not submitted by the bidder in a separate sealed envelope and not duly marked as indicated above, this will constitute grounds for declaring both Technical and Financial proposals non-responsive.
- 2.15. The original Proposal shall be typed or written in indelible ink and each page shall be initialed by the authorised signatory of the Applicant. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialed by the person(s) signing the Proposal.
- 2.16. **Sealing and Marking of Proposal**
All The three envelopes shall be sealed and placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and Title of the Project, Proposal Due Date and other information indicated in the Data Sheet.
- 2.16.1. **Each of the envelopes**, both outer and inner, must be super scribed with the following information:
- Name and Address of Applicant
 - Contact person and phone numbers
 - Name of Project : **“Selection of Consultant for Project Support Services for Architecture and Urban Planning Projects in Naya Raipur”**
- 2.16.2. **All the envelops shall be addressed to:**
- | | |
|--|---|
| <p>Chief Executive Officer
Naya Raipur Development Authority
Behind Mahanadi Bhavan,
Capital Complex, Sector -19,
Naya Raipur, Chhattisgarh - 492 002</p> | <p>TEL NO: + 91 771 2511500
Fax No.: +91 771 2511400
E-Mail Address
1. ceo@nayaraipur.com</p> |
|--|---|
- 2.16.3. If the envelope is not sealed and marked as instructed above, NRDA assumes no responsibility for the misplacement or premature opening of the contents of the

- Proposal submitted and such Proposal, may, at the sole discretion of NRDA, be rejected.
- 2.16.4. The Applicant is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Applicant's own risk.
- 2.16.5. It shall be deemed that prior to the submission of the Proposal, the Applicant has:
- a. made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
 - b. received all such relevant information as it has requested from NRDA; and
 - c. Made a complete and careful examination of the various aspects of the Projects for which the consultancy services are to be provided.
- 2.16.6. NRDA shall not be liable for any mistake or error or neglect by the Applicant in respect of the above.
- 2.16.7. Bids from single entity shall only be considered for evaluation. Bidding in consortium shall not be allowed.
- 2.17. **Proposal Due Date**
- 2.17.1. Proposals should be submitted before 1500 hours IST on Proposal Due Date as indicated in the Schedule of Bidding Process, at the address and in the manner and form as detailed in this RFP document. Proposals submitted by either facsimile transmission or telex will not be accepted.
- 2.17.2. NRDA may, at its sole discretion, extend Proposal Due Date by issuing a corrigendum.
- 2.18. **Opening of Proposals and Clarifications**
- NRDA would open the Envelope-I and II Submission of the Proposals on or any earliest convenient working day after the Proposal Due Date for the purpose of evaluation. The Envelope-III Submission of the short listed Applicant s shall be opened after intimation of the date, time and venue of such opening in presence of Applicant s or their representatives, who choose to remain present.
- 2.19. NRDA reserves the right to reject any Proposal not submitted on time and/or which does not contain the information/documents as set out in this RFP document.
- 2.20. To facilitate evaluation of Proposals, NRDA may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Proposal.

SECTION – 4

EVALUATION

- 4.1 The criteria for eligibility, qualification, evaluation and selection of Applicants are set out in the RFP.
- 4.2 As a part of the evaluation, the Key submissions and Technical submissions shall be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.
- 4.3 The Submissions would be considered to be responsive if it meets the following conditions:
- a. it is received by the Proposal Due Date including any extension thereof.
 - b. it is signed, sealed and marked as stipulated in the RFP document.
 - c. it contains all the information and documents including EMD as requested in the RFP.
 - d. it contains information in formats specified in this RFP.
 - e. it provides information in reasonable detail. (“Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by NRDA without communication with the Applicant). NRDA reserves the right to determine whether the information has been provided in reasonable detail.
 - f. there are no inconsistencies between the Proposal and the supporting documents.
 - g. It provides all the documents and information for the experience of the applicant.
- 4.4 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:
- a. which affects in any substantial way, the scope, quality, or performance of the Assignment, or
 - b. which limits in any substantial way, the proposal NRDA’s rights or the Applicant’s obligations under the Agreement, or
 - c. which would affect unfairly the competitive position of other Applicants presenting substantially responsive Proposals.
- 4.5 The responsive Proposals shall be evaluated as per the criteria set out in the RFP.
- 4.6 NRDA reserves the right to reject any Proposal, if:
- a) at any time, a material misrepresentation is made or discovered; or
 - b) the Applicant does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.
- 4.7 Notwithstanding anything contained in this RFP, NRDA reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all

Proposals, at any time without any liability or any obligation for such rejection or annulment.

4.8 Proposal Evaluation: Technical Submissions

The Key Submission of the Proposal would first be checked for responsiveness with the requirements of the RFP (Stage I Evaluation).

4.9 The evaluation of the Financial Submission would be taken up only after the contents of the Technical Proposal are found to meet the requirements of this RFP. NRDA reserves the right to reject the Proposal of a Applicant without opening the Financial Submission if, in its opinion, the contents of Key and Technical Submission are not substantially responsive with the requirements of this RFP.

4.10 The Technical Proposal would be evaluated on the various aspects set out in the RFP. As part of the evaluation of the Technical Proposal, NRDA may also request the Applicant to submit clarifications.

4.11 It may be noted that only those bidders shall be invited for presentation who will qualify as eligible under the eligibility conditions mentioned in this RFP. The date, Time and Venue will intimated at a later stage.

4.12 Scoring Methodology: Technical Proposal

4.12.1 The total maximum point for evaluation of Technical Proposal is 400 marks.

4.12.2 The proposals submitted by the consultants would be evaluated and scores would be assigned based on the parameters set out in the table below:

S. No.	Parameter	Points	Documents required
1 (i)	Experience of preparation of Development plan and/or Town planning scheme for cities having minimum expected population of 50000 in preceding 15 years from the date of publication of this RFP	Max. 50	1. Appointment letter/ Agreement and 2. Approval/ Notification/ Sanction of Development plan and/or Town planning scheme either by Govt or by the client
	Experience of preparing Development plan and/or Town planning scheme for 3 cities having minimum expected population of 50000 in preceding 15 years from the date of publication of this RFP	30	
	Experience of Development plan and/or Town planning scheme for 4-5 cities having minimum expected population of 50000 in preceding 15 years from the date of publication of this RFP	40	
	Experience of Development plan and/or Town planning scheme for more than 5 cities having minimum expected population of 50000 in preceding 15 years from the date of publication of this RFP	50	
1 (ii)	(i) Experience of preparation of one Housing Schemes having tenements of 5000 and more preceding 10 years from the date of publication of this RFP. Or the applicant should have prepared zonal plans under town and country planning act covering a min. population of 25000 .The zonal plan should have been approved/ notified by the planning authority	Max. 50	1.Appointment letter/ Agreement 2. Approval/Sanction of Housing scheme.

Selection of Consultant for Project Support Services for Architecture and Urban Planning Projects in Naya Raipur

S. No.	Parameter	Points	Documents required
	Experience of preparation of 1 Housing Schemes having tenements of 5000 and more or one zonal plan covering a population of 25000	30	
	Experience of preparation of 2-3 Housing Schemes having tenements of 5000 and more or 2-3 zonal plan covering a population of each zonal plan 25000	40	
	Experience of preparation of more than 3 Housing Schemes having tenements of 5000 and more or more than three zonal plan covering a population of 25000 of each zonal plan	50	
1 (iii)	The average annual turnover of a firm from consulting services in last Five financial years	Max. 50	Certificate from the CA.
	a) Rs. 2 crores	30	
	b) More than Rs. 2 crores up to Rs. 5 crores	40	
	c) More than Rs.5 crores	50	
2	Experience in providing services by formation of a dedicated cell / project management unit by dedicated deployment of minimum 3 personnel to any Department of State of Government, any Ministry of Government of India, or any development authority or any urban local body in India for a continuous period of 2 years, in last 5 years prior to the date of publication of this RFP	Max. 50	Certificate of the Client. Or Agreement with client along with Certificate from auditor
	a) 1 team	30	
	b) 2 teams	40	
	c) 3 teams and above	50	
3	Adequacy of the proposed work plan and methodology in responding to the TOR setting out understanding and appreciation of the TOR and implementation approach	Max. 20	Form tech -4
4	Qualifications and competence of the Project Manager and Team leader proposed for the assignment, who should be a full time employee of the bidder and shall be deployed for the assignment, if selected, 30 Marks for Project Manager & 50 Marks for Team Leader as per para 4.14	Max. 80	CV
5	Presentation on the capability, experience , work plan and methodology of Team leader	Max. 100	
	Grand total	400	

4.12.3 Evaluation of Project Manager and Team Member Proposed by the bidding firms

For Project Manager

Description	Weight age
1. Education qualification	20
2. General Experience	10
Total	30

Evaluation of Project Manager and Team Member proposed by the bidding firms

For Team Leader

Description	Weightage
1. Education qualification	10
2. General Experience	10
3. Experience specific to the eligibility conditions	20
4. Employee of the bidder	10
Total	50

4.13 Evaluation of Adequacy of the proposed work plan and methodology in responding to the TOR setting out understanding and appreciation of the TOR and implementation approach

This will be evaluated from the ‘proposed work plan and methodology’, submitted by the bidders as part of their Technical Proposals and by evaluation of a presentation that will be delivered by the proposed Team leader for the project. The presentation should cover the following aspects:

- i. Background and core competency of the organisation
- ii. Details of eligible project experiences
- iii. proposed work plan and methodology in responding to the TOR setting out understanding and appreciation of the TOR and implementation approach
- iv. Competence of the Project Manager with respect to the scope of services of the PSC

4.14 Supporting documents to be submitted by the consultants

- i. The Applicant firms shall submit the duly signed copies of client certificates and agreements or work orders, showing the scope of services, time and duration of services, in support of project experiences submitted against the eligibility conditions
- ii. The Applicant firms shall submit the audited financial statements of each of the applicable financial years in support of its financial capacity.

4.15 The Applicant firms shall submit the CV of the Project Manager and Team leader proposed to be deployed for supervising, guiding and managing the team to be deployed at Raipur / Naya Raipur from the head office of the firm.

4.16 **The Team leader shall only deliver the presentation. No other person shall be allowed to deliver the presentation. In case the team leader does not attend for making the presentation the marks in “PRESENTATION” shall not be given**

4.17 Evaluation Methodology

4.17.1 The score for Technical Proposal would be the arithmetic sum of the marks assigned to the Applicants under each of the parameters listed above. The Applicant is required to achieve a minimum score of 300 marks (Benchmark Score). The Financial Proposals of only those Proposals that have achieved the Benchmark Score will be opened for evaluation.

4.17.2

4.17.3 The Financial Proposals of the Applicants who qualify in Stage II Evaluation i.e. Technical evaluation only shall be opened. **Financial Evaluation:**

4.17.3.1 The formula for determining the financial scores is the following:

$$S_f = 100 \times F_m / F,$$

in which S_f is the financial score,

F_m is the lowest price of Financial proposal

And F the price of the proposal under consideration.

The weights given to the Technical and Financial Proposals are:

Technical proposal $T = 80\%$, and Financial proposal $P = 20\%$

Proposals shall be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights ($T =$ the weight given to the Technical Proposal;

$P =$ the weight given to the Financial Proposal; $T + P = 1$) as following:

$$S = S_t \times T\% + S_f \times P\%.$$

The applicant that would have the highest combined score would be declared as Preferred Applicant.

4.17.3.2 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of top three Consultants shall be then opened, and the total prices read aloud and recorded.

4.17.3.3 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

4.18 **Award of Consultancy**

- (i) In the event of acceptance of the Proposal of the Preferred Applicant with or without negotiations, NRDA shall declare the Preferred Applicant as the Successful Applicant. NRDA will notify the Successful Applicant through a Letter of Acceptance (LoA) that its Proposal has been accepted.
- (ii) The Successful Applicant shall execute the Consultancy Agreement within one week of the issue of LoA or within such further time as NRDA may agree to in its sole discretion. Failure of the Successful Applicant to comply with the requirement shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD. In such an event, NRDA reserves the right to

- a. either invite the next best Applicant for negotiations; or
- b. take any such measures as may be deemed fit in the sole discretion of NRDA, including annulment of the bidding process.

The selected Project Support Consultant shall, not later than 2 (two) months from the date of intimation of its selection as successful Applicant, get the CVs of the other team members to be deployed in Raipur/Naya Raipur approved from the Chief Executive Officer, NRDA, sign the agreement for the PSC and deploy the team members in Raipur/Naya Raipur. Provided that, NRDA shall personally interview the proposed personnel individually to approve their CVs. Provided that, if CV/s of team member/s is not approved, the personnel shall be changed and the CV/s of other personnel/s of required education and experience shall be submitted by the consultant for approval. Provided further that in the event of any delay in signing the agreement on the part of the consultant or getting approval of CV of any member or delay in deployment of any team member, a time extension upto 30 days may be given on written application of the consultant by the CEO with or without penalty which shall be deducted from the first payment due under this agreement.

APPENDIXES, TECHNICAL AND FINANCIAL PROPOSAL STANDARD FORMS CONTENTS

Sr.No.	TITLE	APPENDIX/ FORM
1	Covering Letter (On the Letterhead of the Applicant)	Appendix A
2	Details of Applicant	Form Tech -1
3	POWER OF ATTORNEY	Appendix -B
4	Format for Experience Services provided by the firm: For Experience of preparation of Development plan	Form Tech-2
5	Format for Experience Services provided by the firm: Experience of preparation of Township schemes	Form-tech -3
6	Methodology Statement and Approach	Form Tech-4
7	Key Positions and Qualifications of Team to be placed in Raipur/ Naya Raipur during the Tenure of agreement	Appendix-C
8	Qualifications and competence of the Project Manager	Form Tech -5
9	Qualifications and competence of the Team Leader	Form Tech-6
11	Format of CV of the Project Manager and Team Leader	Form Tech-7
12	Financial Capacity	Form Tech-8
13	Format for Financial Proposal	Form Fin-1
14	Breakup of Financial Proposal	Form Fin-2
15	Details of the Hardware and software	Annexure-1
16	Roles responsibilities and scope of services of Project support Consultant.	Appendix-D
17	Draft Consultancy Agreement	Appendix-E
18	General Conditions of Contract	Appendix-F

**Covering Letter
(On the Letterhead of the Applicant)**

To

Date:

Chief Executive Officer
Naya Raipur Development Authority,
Utility Block, Near, Capital Complex, Sector-19,
Naya Raipur 492 002,
Chhattisgarh

Subject: Selection of Consultant for Project Support Services for Architecture and Urban Planning Projects in Naya Raipur”

Dear Sir,

Being duly authorised to represent and act on behalf of (hereinafter referred to as “the Applicant ”), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of _____ (Name of Applicant) for the captioned Project with the details as per the requirements of the RFP, for your evaluation. We confirm that our Proposal is valid for a period of 180 days from the Proposal Due Date.

It is hereby agreed confirmed that -

- a. that our firm and the parent companies will not accept the assignment of advising to, and will not involve in debt or equity with or in the rating of; the potential Applicant s for implementation of any project whatsoever for which the consultancy is/being provided under this assignment .
- b. that notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal, we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the RFP document provided to us.
- c. that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Applicant or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

Yours faithfully,

For and on behalf of (Name of Applicant)

Duly signed by the Authorised Signatory of the Applicant
(Name, Title and Address of the Authorised Signatory)
Seal of the Applicant

CHECKLIST

S.No.	Particulars	Compliance	Page No.
1	Is it a firm or company		
2	Is the core competence architecture & planning services		
3	Have you prepared development plans or Town planning schemes for minimum 3 cities having projected population of 50,000 each in last 15 years		
4	Have you planned a single housing colony of 5000 tenements in last 10 years or Zonal plan for a population of 25000		
5	Minimum average turnover for last 3 years is Five crores		
6	Have you attached draft of Rs. 10,000 as processing fee		
7	Draft of Rs 50,000 as EMD		
8	Letter of Proposal- Appendix A		
9	Power of Attorney- Appendix B		
10	RFP & Draft consultancy service agreement duly signed		
11	Details of the Applicant in Form Tech-1		
12	Project experience Form Tech-2 & Form Tech-3		
13	Approach & Methodology Form Tech-4		
14	Qualifications & competence of the Project Manager Form Tech-5		
15	Qualifications & competence of the Team Leader Form Tech-6		
16	Duly signed CV of Project Manager & Team Leader in Form Tech-7		
17	Have you attached soft copy of technical submission in CD		
18	Have you attached soft copy of Financial capacity under Form Tech -8		
19	Financial Proposal Form Fin-1 & Form Fin-2		
20	Have all the paper duly signed by the authorized person		
21	Have documents for the experience namely: Appointment Letter/ Agreement & Approval/ Sanction is attached		

**Details of Applicant
(On the Letter Head of the Applicant)**

1. Name of Applicant
 - a. Address of the registered and corporate office(s)
 - b. Date of incorporation and/or commencement of business
 - c. Company Registration no.
2. Core Business: Architecture and planning/ transportation, Infrastructure/ real estate etc
3. Details of individual(s) who will serve as the point of contact / communication for NRDA with the Applicant:
 - i. Name :
 - ii. Designation :
 - iii. Company/Firm :
 - iv. Address :
 - v. Telephone number :
 - vi. E-mail address :
 - vii. Fax number :
 - viii. Mobile number :
4. No. of Planners:
No of Architects:

Note: Notarised copies of following documents to be enclosed:

- i. PAN
- ii. Certificate of incorporation and commencement of business OR certificate of registration

For and on behalf of (Name of Applicant)

Duly signed by the Authorised Signatory of the Applicant

(Name, Title and Address of the Authorised Signatory)

Seal of the Applicant

POWER OF ATTORNEY
(On Stamp paper of relevant value)

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise 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 our Proposal for **Selection of Consultant for Project Support Services for Architecture and Urban Planning Projects in Naya Raipur**". including signing and submission of all documents and providing information/responses to NRDA in all matters in connection with our Proposal for the said Assignment.

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.

Accepted	Dated this the _____ Day of _____ 2013
_____ Signature)	For _____
(Name, Title and Address of the Attorney)	(Name and designation of the person(s)
Date:	signing on behalf of the Applicant)

Note:

1. To executed only if the Applicant is a Company or Partnership firm
2. 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. Copy of such document should be submitted along with the power of Attorney.
3. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

Format for Experience Services provided by the firm (Five Best Projects only in not more than 2 pages for each project, in the given tabular format only)

For Experience of preparation of Development plan/Town planning schemes for cities having minimum expected population of 50000 in preceding 15 years from the date of publication of this RFP

1	Name of City/Town State:	
2	Name and address of Client	
3	Brief Description of Project Existing Population Planned Population Area (Ha) Date of approval /Sanction (attach Copy) Present status of Implementation Special planning input	
4	Brief Description of Actual Services provided:	
5	Professional Staff Provided by the firm a. No of Staff: b. No. of Person Months :	
6	Name of Associated Firm(s) if any :	
7	Professional Staff provided by each of Associated Firm(s) a. Name of Associated Firm(s) b. No of Staff: c. No. of Person Months :	
8	Date of - a. commencement of advisory services b. completion of advisory services	
9	Value of Services:	

- Attached: 1. Copy of appointment/Agreement with Client
2. Copy of approval or sanction of Development plan**

Signature of the Authorized Signatory
Seal of the firm

Format for Experience Services provided by the firm (Five Best Projects only in not more than 2 pages for each project, in the given tabular format only)

Experience of preparation of Housing Schemes or zonal plan having tenements of Min 5000 and more preceding 10 years from the date of publication of this RFP

1	Project Name and Location	
2	Name and address of Client	
3	Brief Description of Project Plot area/ zone are Typology of housing units (according to size)/ zones FAR consumed/ proposed No of tenements/ population Present status Approval/sanction of the project.	
4	Brief Description of Actual Services provided:	
5	Professional Staff Provided by the firm a. No of Staff: b. No. of Person Months :	
6	Name of Associated Firm(s) if any :	
7	Professional Staff provided by each of Associated Firm(s) a. Name of Associated Firm(s) b. No of Staff: c. No. of Person Months :	
8	Date of - a. commencement of advisory services b. completion of advisory services	
9	Value of Services:	
10	Any other information	

Note: please fill up the relevant information

**Attached: 1. Copy of appointment/Agreement with Client
2. Copy of approval or sanction of project**

Signature of the Authorized Signatory

Seal of the firm

Format for Experience Services provided by the firm

Experience in providing services by formation of a dedicated cell / project management unit to any Department of State of Government, any Ministry of Government of India, or any development authority or any urban local body in India for a continuous period of 2 years, in last 5 years prior to the date of publication of this RFP

Sr.no	Particulars	Details
1	Name of the client	
2	address	
3	Name of Contact person and Telephone/ mobile number	
4	Type of services (architectural/ engineering/ planning/ marketing etc)	
3	No of persons deployed	
4	Year of appointment	
5	Present status	

Attached: 1. Copy of appointment/Agreement with Client along with auditors certificate

Or

2. Certificate from client certifying the above data.

Signature of the Authorized Signatory

Seal of the firm

Form Tech-4

Methodology Statement and Approach

(Not more than 2 pages)

For and on behalf of (Name of Applicant)

Duly signed by the Authorised Signatory of the Applicant

(Name, Title and Address of the Authorised Signatory)

Seal of the Applicant

Appendix-C

Key Positions and Qualifications of Team to be placed in Raipur/ Naya Raipur during the Tenure of agreement

S. No.	Position	Minimum Qualification	Minimum Total Years of Experience	Minimum years of role specific experience
1	Team Leader cum Senior Executive – 1 no.	Graduation in Architecture: Post-Graduation: Urban Planning, City Planning with Membership from ITPI	10 years as Urban Planner	6 years experience on Development plan, or Town Planning schemes or Area Development schemes.
2	Transport Planner – 1 no.	Graduation: Architect / Planning / Engineering Post-Graduation: Transport Planning	5years as Transport Planner	3 years experience on Development plan, or Town Planning schemes or Area Development schemes.
3	Sr. Urban Planner - 1 nos	Graduation in Architecture or Civil engineering: Post-Graduation: Urban Planning, City Planning with Membership from ITPI	5 years as Urban Planner	3 years experience on Development plan, or Town Planning schemes or Area Development schemes.
4	Jr Urban Planner 2 nos	Graduation in Architecture or Civil engineering Post-Graduation: Urban Planning, City Planning with Membership from ITPI	2 years	Experience of preparation of area developmet plans
5	Architect and Urban Designer-1 no	Graduation Architecture Post-Graduation: in Architecture/ Urban Design	5 years in Architecture design and supervision	Experience of residential, commercial , social facilities , streetscapes,
6	GIS expert 1 NO.	Graduate in architecture /civil engineering/ Geography with Post Graduation in Urban Planning with Diploma or Graduate in GIS and Remote sensing.	3 years	Experience of preparation of development plans on GIS platform
7	Office Assistant – 1 nos.	Graduation: Any discipline with proficiency in English and Hindi Typing.	2 years	

Note: Support Personnel other than the above listed Key Personnel such as peon etc. shall be deployed by the PSC at its own cost :

- a. The Team leader shall be deployed within 15 days of the written intimation issued by NRDA whereas the other members of Team shall be deployed within two months of written intimation issued by NRDA, as required.
- b. However the exact composition of the team shall consist of any or all the above mentioned functionaries depending on the requirement of the project. It could also consist of more/less than the member of one type of functionaries, as decided by NRDA depending on the requirement of the project. The deployment of the personnel shall be done on approval of NRDA and payment for all the positions shall be made as and when deployed to the site on the monthly basis.
- c. Maximum age for the onsite personnel in the Planning PSC shall be 60 years for Team Leader and 45 years for other members of the team as on 31.12.2014.provided they are physically fit.
- d. The bidder is required to submit the CVs of the members of the team proposed for deployment as set out in the RFP, which shall be evaluated as provided in the RFP. The personnel proposed in the team shall be required to attend NRDA's office for personal interview at their cost. If a person proposed for any position is not found suitable by NRDA, another CV shall be submitted and the same procedure shall follow till a suitable person for the given position is approved.

**Qualifications and competence of the Project Manager (from the back office of the Applicant), who would guide, manage and supervise the team of personnel deployed to provide project support services to NRDA
(In tabular form only)**

	Present Designation in the Applicant's organisation	Name	Qualification	Total Experience in years min	Experience of preparation of development plan of three cities having population 50000 and more
Minimum requirements	NA	NA	Graduation: Architecture Post-Graduation: in Urban Planning/City Planning / Infrastructural Planning.	12 years	
Actual information for the proposed personnel			Graduation: _____ Post-Graduation: _____		

The Minimum requirements have been provided above. The Applicant should provide the actual information in the format

Please attach the curriculum vitae of the above personnel, duly signed by the personnel and by the Authorised Signatory

For and on behalf of (Name of Applicant)

Duly signed by the Authorised Signatory of the Applicant
(Name, Title and Address of the Authorised Signatory)

Seal of the Applicant

Qualifications and competence of the Team Leader who will be stationed at NRDA office Naya Raipur

(In tabular form only)

	Present Designation in the Applicant's organisation	Name	Qualification	Total Experience in years min	Experience of preparation of development plan of three cities having population 50000 and more
Minimum requirements	NA	NA	Graduation: Architecture Post-Graduation: in Urban Planning/City Planning	10 years	Min 6 years. One Development plan of a City Having Projected population of min 50000
Actual information for the proposed personnel			Graduation: _____ Post-Graduation: _____		

The Minimum requirements have been provided above. The Applicant should provide the actual information in the format

Please attach the curriculum vitae of the above personnel, duly signed by the personnel and by the Authorised Signatory

For and on behalf of (Name of Applicant)

Duly signed by the Authorised Signatory of the Applicant
(Name, Title and Address of the Authorised Signatory)

Seal of the Applicant

Format of CV of the Project Manager and Team Leader

- 1 Name:
- 2 Sex:
- 3 Date of Birth:
- 4 Contact / communication Address:
- 5 Permanent Address:
- 6 Mobile No.:
- 7 E-mail ID:
- 8 Work Experience:

S. No.	Name of Firm	From date	To Date	Duration of service	Designation	Number of persons reporting	Job Description

9 Details of Development plan/T.P schemes s projects:

S. No.	Name and location of Project	Name of client	Project details	Project structure / model	Name of Firm which provided services	Designation at that time	Year of services provided	Actual Services provided
1								
2								
3								

10 Details of Housing schemes/ zonal plans projects:

S. No.	Name and location of Project	Name of client	Project details	Project structure / model	Name of Firm which provided services	Designation at that time	Year of services provided	Actual Services provided
1								
2								
3								

11 Details management of other project support units:

S. No.	Name and location of Project	Name of client	Project details	Project structure / model	Name of Firm which provided services	Designation at that time	Year of services provided	Actual Services provided

1								
2								
3								

12 Education Qualification:

S. No.	Name of Course / degree / qualification	Year of completion	% of Marks / OAGP obtained	Name of Institute	Name of board / university	Specialization, if any

13 Details of training availed:

S. No.	Name of Training	Details of training program	Year of training

14 Languages known:

S. No.	Name of language	Speak (Y/N)	Read (Y/N)	Write (Y/N)

15 Other details, if any, may be mentioned here

16 Certification by the Personnel:

This is to certify that the above details are true to best of my knowledge

Signature of the personnel

17 Certification by the Authorized Signatory of the applicant firm:

This is to certify that the above person is working with our firm as _____

[mention present designation] from _____ [mention the date], who will dedicated

for the subject assignment for guiding, managing and supervising the team to be

deployed.

Signature of the Authorized Signatory

Financial Capacity

The information regarding the turnover from consulting services in Last five years should be provided in the format below:

Financial year ended in	Turnover in crores of INR
March 2012-13	
March 2013-14	
March 2014-15	
Average:	

Signature of the Authorized Signatory

Format for Financial Proposal
(On the letterhead of the Applicant)

[Location, Date]

FROM: [Name of Consultant]

.....
.....
.....
.....

To

The Chief Executive Officer
Naya Raipur Development Authority,
Utility Block, Near, Capital Complex, Sector-19,
Naya Raipur 492 002, Chhattisgarh

Sub: Selection of Consultant for Project Support Services for Architecture and Urban Planning Projects in Naya Raipur”

Dear Sir,

We, the undersigned, having gone through this RFP document and Draft Consultancy Agreement and having fully understood the scope of services, as set out in this RFP document, offer to provide the consulting services for the above in accordance with your RFP. Our Financial Proposal excluding service tax for Project is for the sum of Indian Rupees..... (Amount in words and figure). This amount is inclusive of all taxes **excluding** service tax.

2. Our Financial Proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal, i.e. (Date).
3. This financial proposal covers remuneration for all the Personnel, accommodation, air fare, equipment, all overheads, out of pocket expenditures, profits, mentioned in the breakup of financial proposals. This Financial Proposal is without any condition.
4. We also understand that an amount of Rs 15 Lakhs shall be provided by NRDA by way of mobilization advance on receipt of procurement of hardware and software as stated in the RFP for successfully delivering our responsibilities and upto the satisfaction of NRDA. We understand that the mobilization advance shall be deducted in 15 monthly equal installments from 4th monthly payment onwards.

5. We understand that Income Tax shall be deducted at source as per applicable laws
6. We understand that in case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.
7. We undertake that in competing for and, if the award is made to us, in executing the above consultancy services, we will strongly observe the laws against fraud and corruption to force in India namely "Prevention of Corruption Act 1988" We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Seal of Firm:

Address

BREAKUP OF FINANCIAL PROPOSAL

(On Applicant's letter head)

[Location, Date]

FROM: [Name of Consultant]

.....

To

The Chief Executive Officer
 Naya Raipur Development Authority,
 Utility Block, Near, Capital Complex, Sector-19,
 Naya Raipur 492 002, Chhattisgarh

Sub: Selection of Consultant for Project Support Services for Architecture and Urban Planning Projects in Naya Raipur”

Dear Sir,

We attach the breakup of the Financial Proposal as follows:

Sl. No.	Expenditure Heads	Unit	billing rate per month (INR)	
			In figures	In words
A	Cost to company for personnel (including all expenses such as Back office support, Communication, Over heads, Profit, Out of pocket Expenses, Local travel etc)			
1.	Team Leader cum Senior Executive .	1 no		
2.	Transport Planner	1 no		
3.	Sr. Urban Planner	1 no.		
4.	Jr. Urban Planner	2 nos		
4.	Architect and Urban Designer	1 no.		
5.	GIS expert	1 no		
7.	Office Assistant	2 nos.		
8	Cost of Man days for Project Manager including Travel, boarding and lodging	2 man days per		

Sl. No.	Expenditure Heads	Unit	billing rate per month (INR)	
	expenses for Project Manager	month		
A	Subtotal A (sum of 1 to 8)			
B	Add lump sum 15% over Heads for office and other expenses			
H	Total Monthly Fee (Sum of A + B) excluding service tax			

Total Monthly Fee excluding service tax

Rs. _____ only [Indian Rupees _____ only (in words)]

1. We confirm that the rate quoted above are inclusive of all applicable taxes, cess and levies except service tax and also inclusive of all office and other expenses which may be incurred by the firm and personnel towards office equipments and automation, hardware, software, consumables etc, documentation, travel, transportation , guest house accommodations etc and head office overheads. ("Office and other Expenses")
2. We understand that the service tax shall be paid by NRDA separately at the applicable rates.
3. We understand that the fees shall be computed and paid subject to the conditions of service Agreement, by NRDA on the basis of actual no of personnel deployed and time spent by the personnel in performance of the services at the Billing rates approved by NRDA after adding a lump sum amount of 15% and deducting taxes at source as per applicable law In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.
4. NRDA reserves right to increase or decrees the number of personnel with mutual agreement and the payment will be made in proportion of the persons deployed.

We understand and acknowledge that the above parts of the scope are completely independent from each other and severable.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Seal of Firm:

Address

Details of the Hardware and software

Sr.no	Particulars	Configuration or Specification
1	COMPUTER/LAPTOP TO technical members and suitable computers for other members.	CPU_I7,RAM 4 MB, HDD 500 GB
2	Plotter	A0 size color with scanner
3	Printer	LaserJet A3 color with scanner
4	AutoCAD for all technical persons	
5	Microsoft office	
6	GIS software	
7	A vehicle for team member and for site visits.	
8	Any other hardware and software required to provide the services	

Note:

2. The configuration of hardware and software and pricing shall be approved by NRDA before placing order.
3. The cost of hardware and software shall be included in financial offer.
4. The consumable shall be provided by NRDA.
5. The hardware and software shall be maintained by the consultant at his cost.

For and on behalf of (Name of Applicant)

Duly signed by the Authorised Signatory of the Applicant

(Name, Title and Address of the Authorised Signatory)

Seal of the Applicant

Roles, Responsibilities and Scope of Services of Project Support Consultant (PSC) and Minimum Qualification and Experience of Experts and Office Assistant

The Project Support Consultant, as a self-sufficient team of professionals shall provide services under the general guidance of the Project Manager and direction of NRDA for the activities enlisted here under. The Team Leader shall have control over the PSC team members to allocate works and to get the same done by them with right quality and within agreed time frame. The Team Leader shall be responsible to decide the work plan and prioritize the activities in coordination with NRDA and the Project Manager. The Team Leader shall be responsible for timely and quality delivery of works by the team members. The activities to be performed are –

A. Naya Raipur Development Plan:

- a. Review and Modifications of Development plans and Development code from time as per the requirement of NRDA and the need of the specific project and policies.
- b. Identify phases of development
- c. Identify the future requirement of various social, cultural, educational, health and other facilities to developed in phases and suggest suitable land parcels for the same
- d. Process the modifications through T&CP act of Chhattisgarh.

B. Sector planning:

- a. Prepare detail development scheme for sectors of Naya Raipur involving
 - i. Preparation of base map
 - ii. Work out the probable land use configuration
 - iii. TOD zone demarcation
 - iv. Connectivity to other sectors
 - v. Prepare draft sector plan
 - vi. Work out total Land use statement Population, Density, FAR distribution, Housing typology, etc
 - vii. Prepare overall circulation plan for various modes of traffic,
 - viii. Landscape proposals for various pockets
 - ix. Urban design guidelines.
 - x. Earmark land parcels for various social facilities, utilities
 - xi. Any other criteria as decided by the NRDA.

C. Infrastructure planning

- a. Design road sections
- b. Locations of the various infrastructural facilities along the roads and within the sectors
- c. Planning of Horticulture and Arboriculture
- d. NMT routes
- e. Signage and hoardings design and locations
- f. Any other issue as decided by the NRDA

D. Village Development plans in layer-I involving

- a. Understand the planning issues of the village in consultation with the villagers
- b. Integrate the VDP in overall sector plan.
- c. Over all circulation plan
- d. Identification of social needs of the village and make provision in VDP
- e. Create employment generating activities
- f. Individual house sanitation program
- g. Prepare layout plan for Rehabilitation component
- h. Any other issue as decided by the NRDA

E. Village Settlement plans in layer-II involving

- a. Understand the planning issues of the village in consultation with the villagers
- b. Identify the expansion zone of the village.
- c. Integrate the VDP in overall structure plan of Layer-II
- d. Over all circulation plan
- e. Identification of social needs of the village and make provision in VDP
- f. Create employment generating activities
- g. Individual house sanitation program
- h. Create community hub for social needs of group of villages.

F. Policies related with urban planning such as

- a. Development models for layer-II
- b. Phased development
- c. Planning standards and allocation of land for various social facilities
- d. Urban design
- e. Advertisement and hoarding
- f. Regularisation of the unauthorized development
- g. Any other policy as decided by the NRDA

G. Documentations and presentations

- a. Prepare PowerPoint and other presentations on various aspects of Naya Raipur.
- b. Prepare documents and reports.
- c. Give presentations at various forums on behalf of NRDA.
- d. Create materials for Marketing booklets, broacher etc.

H. Procurement of consultants

- a. Prepare draft RFP, EOI for selection of consultants for Planning and Architectural projects as may identified by the NRDA
- b. Scrutinise the proposal received
- c. Organise presentations before the evaluation committee
- d. Scrutinise the proposals submitted by the consultants
- e. Monitor the progress of the consultant

I. Architecture, landscape and urban design:

- a. Prepare architectural drawings and working drawings for small utilities and facilities
- b. Prepare landscape and urban design proposals for street furniture, tot lots, playground, etc

J. Building permissions:

- a. Scrutinise the proposals of the building permissions

- b. Monitor the permissions already granted
- c. Visit the site
- d. Keep a track of Unauthorized Construction and Serving notices.
- e. Prepare the periodic reports

K. GIS development:

- a. Transfer all the planning data to GIS platform.
- b. Create and Attach the attribute data
- c. Create template for marketing, land, allotment etc.
- d. Update the GIS periodically
- e. Any other issue as decided by the NRDA

3. Consultant Team Requirements

Team to be placed in Raipur/ Naya Raipur during the Tenure of agreement: The PSC will provide the services of a team of executives and assisting staff with skills and experience commensurate with the task requirements. All team members shall operate from the NRDA approved location in Raipur/Naya Raipur. The minimum qualifications of Key Personnel to be stationed at Raipur. Naya Raipur shall be as given in the table below:

Job Descriptions for the Personnel to be deployed at NRDA

1. Job Description for the Team Leader cum Senior Executive PPP

Job responsibility shall include the following:

- i. The Team leader shall be overall in charge and shall be responsible for mostly contractual issues or major decisions. He shall also coordinate with NRDA and other consultants. He shall be dealing with the work on day to day basis.
- ii. To Study and analyze the present planning, documents of Naya Raipur, Study the National and International Planning principles, new techniques, State and central policies, national and international examples of best practices etc. and come out with the conceptual proposal for the various issues described
- iii. To guide the team to finalise the concept design, presentations , drawings , GIS development etc
- iv. To prepare reports of the projects
- v. Review and check all the proposals
- vi. Present the proposals at various forums for finalization
- vii. Finalisation of the plans and Report
- viii. To review the RFP, for consultants and to check the scope of work / services,
- ix. Assist NRDA in making presentation in different forums
- x. Assist in the evaluation and appraisal of project documents received from consultants
- xi. Assist NRDA in various negotiations
- xii. Prepare monthly activity schedule and plans
- xiii. Over all coordination among the Team and NRDA to complete the task defined in the scope of work.
- xiv. Any other activity assigned by the Project Manager

2. Job Description for the Transport Planner

Job responsibility of the Transport Planner shall include the following:

- i. Traffic studies and analysis in terms of capacity analysis and forecasting, intersection analysis, impact analysis, traffic simulation, transportation planning/engineering, traffic management studies and improvement plans, signaling of intersections and design and modeling.
- ii. Design of all the modes of Transport at the city level, sector level and Plot level.
- iii. Design the road cross and longitudinal sections, Geometry, intersections, etc.
- iv. Monitor Field surveys and analyses the outcome and appraise NRDA.
- v. Assist NRDA in deciding transport strategies following the best practices
- vi. Writing scope of work, RFPs related to the subject
- vii. Review submissions and work of consultants appointed by NRDA for transport related services and suggest modifications and follow up the consultants regularly to adhere to the timeline
- viii. Assist in the evaluation and appraisal of project documents received from consultants
- ix. Assist NRDA in preparing materials and presentations as and when required for the project
- x. Assist the NRDA in dealing with urban transport related issues and problems as and when these surface during the project implementation period.
- xi. Generally assist the Team Leader and the NRDA in all aspects of transport planning
- xii. Any other activity assigned by the Team Leader

3. Job Description for the Urban planner

Job responsibility shall include the following:

- i. To conceptualize the planning task as mentioned in the scope of work To work out the detail land requirement for each function.
- ii. Prepare the draft proposal including the documentation and Presentations.
- iii. Finalise the proposals in consultation with Team Leader and NRDA.
- iv. Prepare the working drawings
- v. Prepare the submission drawings for the approval of T&CP and other organizations
- vi. To write EOIs, RFQs, RFPs for appointment of consultants
- vii. To assist NRDA in evaluation of Eols, RFQs, technical and financial proposals
- viii. To write evaluation reports
- ix. To review EOIs, RFQs, RFPs, evaluation reports prepared and submitted by other consultants
- x. Any other activity assigned by the Team Leader

4. Job Description for the Architect and Urban Designer

Job responsibility shall include the following:

- i. Prepare conceptual architectural designs of the Facility center, shopping centers, utility buildings, Street furniture, signage, artifacts etc
- ii. Finalise the design and preparation of working drawing of the above.
- iii. Scrutinise the proposals of the building permissions, keep the record of the building permissions.

- iv. Monitor the development of the development permission.
- v. Periodic supervision of the construction on site

5. Job Description for the GIS expert

Job responsibility shall include the following:

- i. Export the vector and Raster data to GIS platform
- ii. Develop the attribute data
- iii. Create templates for data from other depts. And pursue with them for supply of data
- iv. Prepare the proposals for purchase of satellite imageries..
- v. Processing of the satellite imageries
- vi. Update the data periodically
- vii. Create the viewing data on the HOD; computers
- viii. Generate the periodic report of the analysis.
- ix. Train the other planner of NRDA in GIS development
- x. Any other activity assigned by the Team Leader

6. Job Description for the Office Assistant

Job responsibility shall include the following to provide support to the personnel deployed under the PSC:

- i. Do the data entry work
- ii. Carry out works like scanning documents, managing emails, do the job of typing
- iii. Managing the files and documents
- iv. Any other work necessary to provide support to the PSC
- v. Any other activity assigned by the Team Leader

7. General Obligations of the PSC

- (i) The personnel shall perform the services and carry out its obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and method.
- (ii) The personnel shall always act, in respect of any matter relating to the Contract or to be Services, as faithful advises to the NRDA, and shall at all times support and safeguard the NRDA's legitimate interests in any dealings with Sub-Consultants or third parties.
- (iii) The personnel shall hold the NRDA's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interest.
- (iv) The personnel shall individually be responsible for up-keeping the files, records, documents etc. for projects they are working with

8. List of activities excluded from the scope of service of PSC

The following activities shall not be within the scope of PSC:

- i. Topographic and Geotechnical survey and studies

- ii. Traffic survey and studies
- iii. Biometric survey
- iv. Door to door survey, primary data collection for different survey, studies etc.
- v. Preparation and revision of Details Project Reports (DPR)
- vi. Preparation and revision of tender drawings, general arrangement drawings, good for construction drawings or any other engineering drawing
- vii. Preparation and revision of engineering designs
- viii. Preparation and revision of feasibility study, market demand assessment study, prepared / to be prepared based on primary data

9. Logistics Support:

NRDA will provide office space with furniture to the TEAM at Naya Raipur. The PSC will be well equipped for all the necessary software, and Hardware either provided by NRDA or Purchased by PSC. The cost of hardware and software as per Annexure-1 shall be inclusive of the financial proposal. For purchase of Hardware and software an advance of Rs 15 lakhs will be given to the selected consultant as a mobilization advance on submission of the receipt of bills and installation and commissioning of hardware and software. The mobilization advance shall be deducted in 15 monthly equal installments from 4th monthly payment onwards without any interest. The Hardware and software shall be maintained by the consultant at his cost, however the consumable will be provided by the NRDA

10. Reporting: The Project manager shall be responsible to prepare the work target for each month in advance and shall present the compliance in the next months visit.

11. Back Office support: Every output shall be validated by the back office within a period of 3-7 days depending upon the type of project. The back office shall also provide Policy support on the basis of the latest practices at national and international level.

Draft Consultancy Agreement

THIS AGREEMENT (“Consultancy Agreement”) is made on the ____ this day of _____ 2015 at Raipur.

BETWEEN

NAYA RAIPUR DEVELOPMENT AUTHORITY, a statutory authority constituted by Government of Chhattisgarh under Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973, having its office Near Utility Block, Behind Mahanadi Bhavan, Capital Complex, Sector-19, Naya Raipur , Chhattisgarh 492002 (hereinafter referred to as “NRDA” or the "First Party" which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part

AND

----- firm having its registered office at ----- (hereinafter referred to as the “Consultant” or the "Second Party") which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the Other Part

NRDA and the Consultant are collectively referred to as 'Parties' and individually as “Party”.

WHEREAS

- A. Government of Chhattisgarh (GoCG) is developing Naya Raipur, as the capital city of Chhattisgarh near Raipur for the State Administrative functions supported by all other function required for a sustainable city such as physical and social infrastructure, residential, institutional commercial, recreational and industrial developments.
- B. Naya Raipur Development Authority (NRDA) is a special area development authority established by GoCG under the Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973 for development and administration of Naya Raipur.
- C. As part of development activities, NRDA is developing and shall plan, design and develop residential, commercial, institutional, recreational, industrial, urban infrastructure, utility and social projects by selection of various architects, planning and design firms, technical consultants, project management and construction supervision consultants
- D. As part of development activities, NRDA is developing and shall plan, design and develop residential, commercial, institutional, recreational, industrial, urban

infrastructure, utility and social projects by promoting Public Private Partnership framework, depending on the nature of projects.

- E. Naya Raipur has also been selected as a demonstration city under the UNDP-GEF-World Bank assisted Sustainable Urban Transport Project (SUTP) being implemented by Government of India. The project is being implemented.
- F. NRDA has a limited manpower and in-house professional capacity to meet the challenges for implementation of the projects mentioned above. There is an imperative need of procuring services of an external agency to enhance the capacity. NRDA intends to select and appoint a Project Support Consultant (PSC) through this RFP for providing services as described more particularly in scope of services as part of this RFP.
- G. In response to the request for proposal, several proposals were received and after evaluating the same, the Proposal submitted by the Consultant has been accepted and Letter of Acceptance No. ----- dated ----- was issued.
- H. The Consultant covenants to undertake the Assignment as set forth in the Terms of Reference (**As in Appendix I**, hereinafter referred to as “the Services”) and to perform, fulfill, comply with and observe all and singular provisions, conditions and requirements of this Agreement by deploying dedicated personnel with specified qualification, experience and skill sets.
- I. In consideration thereof, NRDA will pay to the Consultant fee (hereinafter referred to as “the Fee” **As in Appendix H1**) and will perform, fulfill, comply with and observe all singular provisions, conditions and requirements to the Agreement.
- J. NRDA hereby appoints M/s. ----- as the Consultant on the conditions as laid down in the agreement and in the following annexure appended hereto and forming an integral part of this Agreement and the Consultant accepts the appointment :-

Appendix F	Qualifications and competence of the key professional staff
Appendix H1 & H2	Fees offered by the consultant and accepted by NRDA
Appendix I	Roles, Responsibilities and Broad Scope of Work of Project Support Consultant (PSC) and Minimum Qualification and Experience of Experts and Office Assistant
Appendix K	General Conditions of Contract

NOW THIS AGREEMENT WITNESSES that the parties hereto have caused this contract to be signed in their respective names as on the day and year first above mentioned,

SIGNED, SEALED AND DELIVERED ON THIS DAY AND YEAR FIRST HEREIN ABOVE MENTIONED

The Naya Raipur Development Authority, Raipur, Chhattisgarh - First Party

By the hands of its authorized signatory

Authorized Signatory of First Party

Name:
Designation: Chief Executive Officer
Address:
Naya Raipur Development Authority
Naya Raipur (C.G.)

Authorised Signatory of Second Party

Name :
Designation:
Address:

In the presence of:

1. _____,

Name :
Address:

2. _____

Name :
Address:

GENERAL CONDITIONS OF CONTRACT

1. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of employer and employee or agent as between NRDA and the Consultant (PSC). The PSC, subject to this Agreement, should have complete charge of personnel performing the Services and the Consultant shall be fully responsible for the Services performed by it or on its behalf hereunder. The Agreement shall commence on the date it is executed by the Parties.

2. DURATION OF THE AGREEMENT

The duration of the project support consultancy agreement shall be Three Years initially which may be extended for a further period of Two Years. The monthly fee shall be incremented by 5 (Five) percent of fees after each year of completion of services, on previous year's fees, provided that the services are continued after satisfactory performance.

3. Deployment of the personnel: NRDA may decide to deploy selected personnel from the team mentioned under clause no 22.6 and 22.7 of the RFP. The payment shall be adjusted proportionately to the fees shown the financial offer.

4. MODE OF PAYMENT

- 4.1. By 15th day of each month the PSC shall raise invoice for the monthly fee for the previous month, along with the list of works done in the previous month, list of issues / critical activities, if any and attendance sheet of all personnel showing days of absence, duly certified by the Project Manager. The fees as approved under the RFP shall be paid within 15 days from the date of receipt of the invoice, complete in all respect. However, the first monthly fees shall be paid one month after the actual deployment of the staff at Raipur/Naya Raipur. The fees shall be inclusive of all expenses of the personnel deployed and overheads & miscellaneous expenses and profit. It shall also be inclusive of all taxes, surcharges out pocket expenses which may be incurred by the consultant towards travel, documentation and communication except the Service tax and Cess, which will be paid separately, as agreed here under.
- 4.2. The expenses on account of travel outside the Raipur and Naya Raipur, as per instruction of CEO, NRDA to the PSC team members, the cost of travel, local conveyance, lodging in the host city and out of pocket expenses shall be paid by NRDA, provided that the travel is made with the prior written approval of CEO, NRDA or when the travel has been made as per the written instruction of NRDA. The eligibility for the travel for the Team Leader cum Senior Executive (PPP) would be economy class airfare or AC 2-Tier for travel, on actual and the eligibility for lodging and boarding shall be business hotel accommodation, and commuting expenses as admissible to Class I (Jr. Grade) Officer of the State Government. The eligibility for the travel for other personnel of PSC would be AC 2-Tier or 3-Tier for travel, on actual and the eligibility for lodging and boarding shall be business hotel accommodation, and

commuting expenses as admissible to Class II Officer of the State Government. NRDA would provide in advance suitable amounts to the staff to undertake the travel, and settle the advances on submission of bills by the staff.

- 4.3. The Project Manager shall visit office of NRDA at the beginning of every month or as may be decided mutually and shall spend around 2 working days, to discuss list of activities, project structure, strategies, NRDA policies, any issue with the working of PSC etc. The cost of such travel, lodging, boarding, local conveyance, out of pocket expenses by the Project Manager shall be part of the monthly fee of PSC and shall not be paid extra.
- 4.4. NRDA may request visit of any other official of the organization of the PSC for any expert advice and discussion. For such instances, cost of travel from the location of such official in India to Raipur, cost of local conveyance in Raipur and Naya Raipur, cost of food, accommodation and out of pocket expenses shall be paid by NRDA, along with cost of man-days for the visiting personnel for the days spend for such discussions, based on the cost per man-day for such personnel, which will be stated by the PSC in its communication, while confirming the dates and name of visiting personnel(s). The payment shall be made on submission of invoice along with original bills, tickets, boarding passes.
- 4.5. NRDA shall, at its cost and expense, provide to the PSC staff the facilities such as suitable work-place including workstations with table, chair, phone connection, internet connection, furniture, fittings, stationery and consumables. However, required software and hardware like, Desktops/ Laptops, external USB storage, data card, printers, scanner photocopier etc. shall be provided by the PSC at its own cost at approved location at Raipur/Naya Raipur. All hardware procured by the Consultant shall be maintained by the Consultant at its cost.
- 4.6. The Service Tax, Cess, Surcharge levied on such services shall be payable extra by NRDA at the then prevailing rate on every payment made to the PSC against invoice, including those for paying the travel cost of any personnel of the Consultant's organization, other than the Project Manager.
- 4.7. Income tax as applicable shall be deducted at source from every payment.
- 4.8. The fee payable by NRDA to the Consultant for the Services shall be computed and paid subject to the conditions of service Agreement, by NRDA on the basis of actual time spent by the personnel in performance of the services at the Estimated Billing rates approved by NRDA after deducting taxes at source as per applicable law.
- 4.9. The Consultancy Fee shall be inclusive of all applicable taxes, cess and levies except service tax and also inclusive of all office and site supervision expenses which may be incurred by the firm and personnel towards office equipments and automation, hardware, software, consumables etc, documentation, travel, transportation, communication etc and head office overheads. ("Office and Other Expenses")

4.10. The Consultancy period shall be initially for 3 years effective from the joining date of the Team leader which can be extended for a further period at least for two Years.. The rates quoted for the project shall remain firm for initial 12 months period and shall be increased by 5% on the rates quoted above previous year billing rate, for each year on previous year's fees provided that the services are found satisfactory. However, NRDA shall have right to review the performance of the Planning - PSC and if NRDA is not desirous of continuation of the services of the Planning - PSC on ground of unsatisfactory performance or breach of any term or condition of the contract it may terminate the agreement by giving notice of 30 days and by providing reasonable opportunity to be heard. In such a case the Planning - PSC shall only be entitled to receive the fees due till the date of notice but no other claim on any ground shall be allowed.

4.11. All the payment under this agreement shall be made by NRDA after certification of the bills by the Nodal officer of NRDA.

4.12. The service tax shall be paid by NRDA separately at the applicable rates

5. The key deliverables would be as per the following table:

Reports

a) The Project Manager shall submit 2 hard copies and 2 soft copies in CD ROM the following reports to the NRDA

SI No.	Report	Frequency	Due Date/Time
1	Progress Report(Monthly)	Every month	Monthly: Before 5 th day of the following month
2	Quarterly Progress Report	Every Three Month	Before 15 th Of every quarter of the year
3	Final Report	One time	Within 15 days of completion of services/contract

The monthly Progress Report shall contain details of all the ongoing and proposed assignments, meetings, decisions taken therein, mobilisation of resources of consultants, progress and the projected progress for the forthcoming periods. The report shall also contain any other aspect which NRDA may direct from time to time.

b) Final Report: The consultant will prepare a comprehensive final completion report after completion of the assignment.

6. PERFORMANCE SECURITY

An amount of Five percent shall be deducted from each payment made to the PSC during the first year of consultancy and retained as Performance Security which shall be returned without any interest on termination of this agreement, after deducting the dues, penalty, if any. After completion of first year of services, no deduction shall be done on account of performance security but the retained amount shall be refunded only after deducting the dues, penalty, if any

The NRDA shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event

of breach of this Agreement or for recovery of liquidated damages specified herein above.

7. NRDA shall finalise all reports/documents to be submitted by the Consultant under this Agreement by itself or through an external agency appointed by NRDA.

8. **PENALTY FOR DEFAULT**

- 8.1. All personnel deployed under PSC shall be eligible for leaves for a cumulative period of 30 working days in a year or not more than 12 working days at one time. The Team Members of the PSC shall obtain written approval of the leave from the CEO, NRDA or any officer nominated by him
- 8.2. For any reason whatsoever, if any team member remains absent from duty for a cumulative period of more than 30 working days in a year or more than 12 working days at one time, the consultant shall deploy a personnel of equal or higher qualification and experience under intimation to the CEO. In the event of the failure of the consultant to do so, a pro-rata deduction in the fees per working day for the member remaining absent shall be made from the payment due.
- 8.3. In the event the Project Manager, proposed in the technical proposal, is changed, one time penalty, equivalent to one month's fee payable for the services of The Project Manager. shall be imposed as penalty, unless the reason of change is not due to reason of leaving the Consultant's organization by the Project Manager. In the event the Project Manager leaves the Consultant's organization, the Consultant shall substitute by a personnel with equal or higher qualification with prior approval of NRDA
- 8.4. In the event the Team leader, proposed in the technical proposal, is changed, one time penalty, equivalent to one month's fee of the **Team Leader**, shall be imposed, unless the reason of change is not due to reason of leaving the Consultant's organization by the **Team Leader**. In the event the **Team Leader** leaves the Consultant's organization, the Consultant shall substitute by a personnel with equal or higher qualification with prior approval of NRDA
- 8.5. In the event of total default / failure by the Consultant in providing the Services, NRDA reserves the right to get the Services executed by any other Consultant at the cost and risk of the Consultant.
- 8.6. In case the Project manager does not carry out his monthly visit to Raipur, the monthly fee payable towards the services of the Project manager shall not be paid, in addition a penalty equivalent to One months fee payable towards the services of the Project manager shall be imposed on the Project support Unit.

9. **SUSPENSION**

NRDA may by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the later fails to perform any of its 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) request the Consultant to

remedy such failure within the period not exceeding fifteen (15) days after the Consultant of such notice of suspension.

10. TERMINATION OF THE AGREEMENT

10.1. By NRDA

10.1.1. This Agreement shall be effective on the date hereof and shall continue in full force until completion of the Services or terminated earlier as per the Clause (i), (ii) & (iii) below:

- i. NRDA shall have right to review the performance of the PSC and if NRDA is not desirous of continuation of the services of the PLANNING PSC on ground of unsatisfactory performance or breach of any term or condition of the contract it may terminate the agreement by giving notice of 30 days and by providing reasonable opportunity to be heard. If NRDA terminates the Agreement as a result of a default of the Consultant, the Consultant shall be liable for the extra costs reasonably incurred by NRDA in obtaining completion of that part of the Services which remained incomplete, as on the date of termination.
- ii. NRDA or the PSC may terminate the agreement by giving the termination notice of three months in advance.
- iii. If NRDA terminates the agreement, not as a result of any default by the Consultant, then NRDA shall compensate the Consultant for the Services performed till the date of termination but no other claim on any ground shall be allowed.
- iv. The communication of termination of this Agreement shall be by means of written notice ("Termination Notice")

10.1.2. By the Consultant

The Consultants may, by not less than .thirty (60) days' written notice to the NRDA, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (iv) of this Clause, terminate this Contract:

- i. if the NRDA fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- ii. if the NRDA 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 NRDA of the Consultants' notice specifying such breach;
- iii. 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 Forty Five (45) days; or
- iv. if the NRDA fails to comply with any final decision reached as a result of arbitration pursuant to this agreement.
- v. In case of any such termination , it shall be the obligation of the consultant, that all the original documents, files, drawings and any other correspondence shall be transferred to NRDA.

11. CESSATION OF RIGHTS AND OBLIGATION

Upon termination of this Contract pursuant to Clause 4 or Clause 5 hereof, or upon expiration of this Contract all rights and obligations of the Parties hereunder shall cease, except:

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in this agreement
- (iii) any right, which a Party may have under the Applicable Law.

12. CESSATION OF SERVICES

Upon termination of this Contract by notice of either Party to the other pursuant to Clause 4 or Clause 5 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.

13. PAYMENT UPON TERMINATION

Upon termination of this Contract pursuant to Clause 4 or Clause 5 hereof, the NRDA shall make the payments for Services satisfactorily performed prior to the effective date of termination; to the Consultants after offsetting against these payments any amount that may be due from the Consultant:

14. DISPUTES ABOUT EVENTS OF TERMINATION

If either Party disputes whether an event specified in paragraphs (a) through (h) of Clause 4 or in Clause 5 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to this agreement and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

15. RESPONSIBILITIES AND OBLIGATIONS OF THE CONSULTANT

The Consultant shall:

- a. provide the Services as set out in **Appendix I**
- b. exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature;
- c. be bound to comply with any written direction of NRDA to vary the scope sequence or timing of the Services; and
- d. use all reasonable efforts to inform itself of NRDA's requirements for the Deliverables for which purpose the Consultant shall consult NRDA throughout the performance of the Services.

16. Conflict of Interest

- 16.1. The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement. (Refer Annexure)
- 16.2. Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

16.3. Consultant not to benefit from commissions discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

16.4. The Consultant and its Personnel shall observe the highest standards of ethics and have not engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

16.5. Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

16.6. For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "**corrupt practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or

indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Consultants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

17. **CONFIDENTIALITY AND PUBLICITY**

The Consultant shall treat the details of the output of the assignment and the Services as confidential and for the Consultants own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to NRDA or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous consent in writing of NRDA.

18. **CONSULTANT’S REPRESENTATIVES**

The Team Leader shall be the representative of the Consultant and shall have authority to act on behalf of the Consultant for all purposes in connection with the Services and in accordance with all the provisions under the Agreement.

19. **INDEMNITY AND INSURANCE**

- 19.1. The consultant shall take out and maintain adequate professional indemnity insurance and insurance against claims by third parties resulting from acts performed in carrying out the Services.
- 19.2. NRDA undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for the personnel or for the dependents of any such personnel.

- 19.3. The consultant shall indemnify at all times, the NRDA from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the NRDA during or in connection in the Services by reason of: (i) infringement or alleged infringement by the consultant of any patent or other protected right; or (ii) plagiarism or alleged plagiarism by the consultant.
- 19.4. The consultant shall indemnify, protect and defend, at consultant's own expense, NRDA, its agents and employees, from and against any and all actions, claims, losses or damages arising out of consultant's failure to exercise the skill and care required under this agreement, provided, however: that consultant is notified of such actions, claims, losses or damages not later than twelve months after conclusion of the Services; and provided further *that the ceiling on consultant's liability shall be limited to the amount approved by NRDA except that such ceiling shall not apply to actions, claims, losses or damages caused by consultant's gross negligence or reckless conduct;
- 19.5. In addition to any liability consultant may have under this agreement consultant shall, at its own cost and expense, upon request of NRDA, re-perform the Services in the event of consultant's failure to exercise the skill and care.
- 19.6. The consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by (i) NRDA's overriding a decision or recommendation of consultant or requiring consultant to implement a decision or recommendation with which consultant does not agree; or (ii) the improper execution of consultant's instructions by agents, employees or independent contractors of NRDA.
20. **OWNERSHIP OF WORK PRODUCT, COMPUTER PROGRAMS AND EQUIPMENT**
All reports, documents, correspondence, draft publications, maps, drawings, notes, specifications, statistics, work product in any form and, technical data compiled or prepared by the consultant and communicated to the NRDA in performing the Services (in electronic form or otherwise and including computer-disks comprising data) shall be the sole and exclusive property of the NRDA, and may be made available to the general public at its sole discretion. The consultant may take copies of such documents and data for purpose of use related to the Services under terms and conditions acceptable to the NRDA but shall not use the same for any purpose unrelated to the Services without the prior written approval of the NRDA.

All computer programs developed by the consultant under this Contract shall be the sole and exclusive property of the NRDA; provided, however, that the consultant may use such programs for their own use with prior written approval of the NRDA. If license agreements are necessary or appropriate between the consultant and third parties for purposes of development of any such computer programs, the consultant shall obtain the NRDA's prior written approval to such agreements. In such cases, the NRDA shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

21. **FORCE MAJEURE**

- 21.1. If either party is temporarily unable by reason of force majeure to meet any of its

obligations under the Contract, and if such party gives written notice of the event within fifteen (15) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues. Neither party shall be liable to the other party for any loss, actually incurred, or damage sustained by such other party arising from any event or delays arising from such event.

- 21.2. The term “force majeure” shall mean events beyond the control of either party, which prevent the affected party from performing and fulfilling its obligations under the Contract, and could not have been reasonably anticipated or foreseen, or although foreseen were inevitable, such as acts of war, whether or not war be declared, public disorders, insurrection, riots, sabotage, explosions, violent demonstrations, blockades, and other civil disturbances, epidemics, nuclear contamination, landslides, earthquakes, typhoons, volcanic eruption, floods, washouts and other natural calamities and acts of God, strikes, lock-outs or other industrial action or equivalent disruption or disturbances, boycotts and embargo or the effects thereof, and any other similar events.
- 21.3. In the case of disagreement between the parties as to the existence, or extent of, force majeure, the matter shall be submitted to arbitration in accordance with provision of this agreement.

22. OTHER CONDITIONS

- 22.1. In the event, any contribution required by any of the experts of the Consultant's organization, Consultant shall provide such services on mutually agreed terms and conditions. The Consultant shall arrange to submit such contribution of such expert within 7 days from the date of receipt of such communication with the necessary documents from NRDA.
- 22.2. NRDA may request review / comments of any expert of the Consultant's organization on any document prepared by the PSC. The Consultant shall arrange to submit such contribution of such expert within 7 days from the date of receipt of such communication with the necessary documents from NRDA. No additional fee shall be paid to the consultant for reviewing and commenting on any document by an internal expert of the Consultant's organization.
- 22.3. In the event NRDA desires the Consultant to perform such additional services which are not within the Terms of Reference, the Consultant shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.
- 22.4. NRDA shall provide to the Consultant documents/ information/ reports as may be required by the Consultant to enable it to provide the Services. NRDA undertakes and agrees to furnish to the Consultant from time to time such other documents/ reports/ information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/ available with the NRDA.

- 22.5. In the event NRDA is not satisfied with performance of any of the personnel deployed, NRDA shall write to the Consultant to substitute such personnel within 90 days with personnel, acceptable to NRDA with equal or higher qualification and experience.
- 22.6. In the event NRDA does not have the requirement of one or more personnel deployed, NRDA shall intimate the same to the Consultant in writing. The Consultant shall withdraw such personnel within a period of 90 days from the date of receipt of such intimation. The Monthly Fee shall be paid as per actual deployment.
- 22.7. NRDA shall have the right to instruct the Consultant to deploy additional experts as part of the PSC. The Consultant shall deploy such experts, acceptable to NRDA, within 90 days of receipt of such instruction of NRDA, at mutually agreed terms & conditions and fees.
- 22.8. All intellectual property conceived, originated, devised, developed or created by the Consultant, its agents, specifically for the purpose of rendering the Services, shall vest with NRDA unless otherwise agreed, between NRDA and the Consultant. NRDA as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project
- 22.9. Unless otherwise agreed, NRDA shall have the copyright on all the reports, documents, maps etc., authored, prepared or generated during the course of the Services to be provided by the Consultant.
- 22.10. The holidays, working hours and the timings for working days shall be in accordance with those prevailing in NRDA. However considering the need of the work the team may be called to work on holidays without claiming for any financial benefits.
- 22.11. The deployed personnel may have to work on Saturdays, Sundays, holidays and also on extended hours, to support NRDA in the event of contingencies and urgency. For workings on such additional hours and on holidays no extra payment shall be made to the Consultant.
- 22.12. The organization of PSC shall also ensure that the Project Manager shall be available for discussions in Raipur / Naya Raipur, as and when required. The Applicant firms shall also ensure that the Project Manager shall be available for two days at the first week of every month for discussing the progress made by the team in the previous month, to finalise the list of activities for the current month and subsequent months, to discuss project structures, funding patterns etc. and to discuss any other relevant issues.
- 22.13. No personnel of PSC can be changed / substituted by the Consultant, except in the case of leaving of a PSC personnel by resignation. In such case such personnel will be required to be substituted by personnel of equal or higher qualification and experience within 90 days from the date of notice of resignation of such personnel. Monthly fee shall be paid as per actual payment.

23. **COMPLIANCE WITH LAWS**

The Consultant shall take due care that all its documents comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Consultant.

24. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by the laws of India. The Courts at Raipur shall have jurisdiction over all matters arising out of or relation to this Agreement.

25. **DISPUTE RESOLUTION**

25.1. **Amicable Resolution**

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions between the Parties.

25.2. **Arbitration**

a **Procedure**

Any Dispute which is not resolved amicably within 30 days, the same shall be referred to the sole arbitration of Secretary, Housing and Environment Department, Government of Chhattisgarh, whose decision shall be final and binding on both the Parties. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 ("Arbitration Act").

b **Place of Arbitration**

The place of arbitration shall ordinarily be Raipur but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

c **English Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

d **Enforcement of Award**

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

e **Performance during Dispute Resolution**

Pending the submission of and/or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award

26. **SEVERABILITY**

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

27. WAIVER

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- i shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
- ii shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- iii shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

28. MODIFICATION

Modification of the terms and conditions of the Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

29. NOTICES

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned hereinabove.

30. TRANSFER OR ASSIGNMENT

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

31. VARIATIONS

NRDA may, by written notice to the Consultant, direct the Consultant to vary the scope, sequence or timing of the Services with suitable compensation for such variation to be agreed mutually and the Consultant shall be bound to comply with that direction.

(See Clause 3.2)

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 3.2 of the Agreement and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:

(a) Authority and Consultants

- (i) Potential consultant should not be privy to information from the Authority which is not available to others.
- (ii) Potential consultant should not have defined the project when earlier working for the Authority.
- (iii) Potential consultant should not have recently worked for the Authority overseeing the project.

(b) Consultants and concessionaires/contractors:

- (i) No consultant should have an ownership interest or a continuing business interest or relationship with a potential concessionaire/ contractor.
- (ii) No consultant should be involved in owning or operating entities resulting from the project.
- (iii) No consultant should Proposal for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.
5. Another approach to avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition.
6. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.
7. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the

- proposed documentation are also eligible for the consequent assignment or project.
8. Another form of conflict of interest called “scope-creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
 9. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

Schedule 1: Scope of service of the PSC

To be appended before signing of the Agreement

Reference invited to Appendix J to the RFP

Schedule 2: Financial Proposal of the PSC

To be appended before signing of the Agreement

Schedule 3: Name of the Project Manager and Name and designation and key personnel of the PSC to be deployed at office of NRDA

To be appended before signing of the Agreement

Schedule 4: Final version of the RFP document

To be appended before signing of the Agreement