

**REQUEST FOR PROPOSAL
For
Selection of Technical Consultant
For
Comprehensive Planning and Designing
Naya Raipur Model High School
At Naya Raipur**

Volume-I

**April 2015
(Modified)**

NIT No. 1852/R-61/PRJ/NRDA/2014/P1

**Proposals must be received by 16:00 PM On Or Before
01.06.2015**



**nayaraipur
नया रायपुर**

**NAYA RAIPUR DEVELOPMENT AUTHORITY
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The request for proposal document contains two volumes

Volume I	Instruction to Consultants
Volume II	General Conditions of contract

DISCLAIMER

The information contained in the Request for Proposal document ("RFP") or subsequently provided to Consultants, 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 Consultants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Consultants or any other person. The purpose of the RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. The 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 Consultant may require. The 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 the RFP. The assumptions, assessments, statements and information contained in the RFP, may not be complete, accurate, adequate or correct. Each Consultant 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 the RFP and obtain independent advice from appropriate sources.

Information provided in the RFP to the Consultants 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 Consultant 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 the 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 the 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 Consultant upon the statements contained in the 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 the RFP.

The issue of this RFP does not imply that the Authority is bound to select a Consultant or to appoint the Successful Consultant / Technical Consultant, 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.

The Consultant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Consultant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Consultant in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

The Design Brief provided in this document is indicative in nature and subject to modifications depending upon actual requirements and Fund flow.

VOLUME - I

TABLE OF CONTENTS

S. No.	Particulars	Page No.
	Section I	
	1. Project Background & Objectives	5
	2. Instruction to Consultants	6
	3. Evaluation of Proposals	11
	4. Consultancy Fee	16
	5. Miscellaneous	16
	Section II- Terms of Service	18
	Section III - Formats for submission of Technical Bid	
	Format – I Information about the Bidders	25
	Format – II Annual Turnover of the applicant/Lead consultant	26
	Format – III Project Experience	27
	Format – IV Details of the proposed Key Personnel	28
	Format – V Format of Curriculum Vitae	29
	Format – VI Work Plan	30
	Format – VII Technical Proposal	31
	Appendix	
	I. Letter of Proposal	32
	II. Power of Attorney for Signing of the Bid	34
	III. Affidavit of Correct Information	35
	IV. Undertaking	36
	Annexure	
	1. Location Plan,	37
	2. Site Plan and Development Control	38
	3. Design Brief	39

Volume-II

	General Condition of Contract	42
	Schedule of Payment	52

SECTION - I

1. Project Background & Objectives

- 1.1 Naya Raipur Development Authority (“NRDA” or “Authority”) is developing a city called “Naya Raipur” in accordance with the “Naya Raipur Development Plan 2031”. The said development plan may be downloaded from the [www:nayaraipur.gov.in](http://www.nayaraipur.gov.in).
- 1.2 **NAYA RAIPUR** - Naya Raipur, a city of 21st century is the green field capital city of Chhattisgarh State, located between National Highways NH-53 and NH-30. It is **approximately** 17 km away in the south- east direction from the current capital Raipur. Naya Raipur spreads over an area of about 8000 hectares. Naya Raipur is serving as the administrative capital of the State and also caters to the infrastructural needs of industry and trade in the region. The city is under development stage. Housing, Infrastructure, Office complexes etc. are under construction.
- 1.3 **Present Development** - The Capitol Complex, located in Sector, consists of three main complexes namely The Vidhan Sabha, The Mantralaya and The HoD Building. The construction of While the construction works of the Mantralaya and The HoD buildings has been completed, Various other Building for Govt. and semi Govt. organization are under different stages of construction. While the major city roads and two Residential sectors have been fully developed, various other infrastructure development works are under different stages of construction. sectors for residential accommodation are complete few more under planning and development. All the city roads are already developed or under construction.
- 1.4 **Project:** NRDA has now envisioned and proposed the establishment of a state-of-the-art High school in Naya Raipur,. Although the school shall be developed in phases, Master Planning for the entire campus and the concept design for the complete requirement for establishing the High school shall be part of the assignment. .
The project therefore has been divided into two components as under:
Part-I: Master Planning for the Entire Campus, including Detailed Conceptual design[s] for the complete requirement with architectural design[s] and block estimates and identification of Phase-I of development.
Part-II Preparation Detail bill of quantities, set of detailed architectural, structural, landscape, services, etc. drawings and details sufficient to call tenders and Good for Construction drawings for Phase-I of development and periodic supervision during the construction period.
Note: The services for part –II shall be commenced only after written directives from the NRDA. NRDA reserves the right to terminate the consultancy after the completion of Part-I of works.
Estimated Cost of First Phase-I Development =Rs 25 Crores which may vary.
- 1.5 **The NRDA** (The “Authority”) through this RFP, invites Technical proposals, in the prescribed format from eligible consultants (“Technical Consultant”) for Comprehensive Architectural and Engineering services for the establishment of a High school at Naya Raipur..
- 1.6 Consultants are invited to submit a technical proposal (“Technical Proposal”) for the Project. The submitted Proposal shall form the basis of selection of the Consultant. The successful Consultant shall be called the Technical Consultant.
Upon selection of the Technical Consultant, NRDA shall issue a letter of award to the Technical Consultant, mentioning the date for execution of the Service Agreement between the Authority and the Technical Consultant for providing the Services as envisaged.
- 1.7 The **Terms of Reference (TOR)** for the Project has been set out in **Section II**.
- 1.8 NRDA reserves right to defer the signing of agreement for the said project, subject to the condition that the period of the deferment shall not exceed more 120 days. In case the period of deferment exceeds more than ninety days the financial Terms may be modified with mutual consent or the consultant shall have liberty to exit without burden on any party whatsoever.

1.9 The Authority shall receive Proposals pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority (collectively the "Bidding Documents"), as modified, altered, amended and clarified from time to time by the Authority, and all Proposals shall be prepared and submitted in accordance with such terms.

1.10 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Consultants about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Technical Consultant set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Authority.

1.11 The Bidding process

1.11.1. The Consultants are required to submit their proposal through Key Submissions (Cover -1) and Technical Proposal (Cover – 2) .

1.11.2. During this Proposal Stage, Consultants are invited to visit the site and examine the parameter and scope of work in detail, and to carry out, at their cost, such studies as may be required for submitting their respective Proposals for the Project.

1.11.3. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated. The envelopes/ communication shall clearly bear the following identification/ title: "**Queries/Request for Additional Information: Proposal for the Selection of consultant ("Technical Consultant")**" for providing Comprehensive Architectural and Engineering Services for Development of a High School in Naya Raipur.

1.12 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

S. No	Event Description	Date
1	Issue of RFP to selected Consultants	17 th April 2015
1	Last date for receiving queries	29 th April 2015
2.	Pre-Bid meeting	1 st May 2015 at 12:30 PM in Conference hall of NRDA
3.	Clarifications by Authority	6 th May 2015
4.	Proposal Due Date	1 st June 2015 till 1600 hrs
5.	Technical Presentation	To be intimated later
5.	Financial Opening of Proposals	To be intimated Later

2. INSTRUCTION TO CONSULTANTS

A. GENERAL

2.1 General terms of Bidding : An Applicant / consultant can submit only one Proposal

2.1.1 The applicant may be a firm, or a consortium of maximum two entities. An entity could be any individual or a registered Firm working as a technical consultant in architectural or Engineering services. **However the lead consultant should be in the business of architectural services.**

2.1.2 The Consultant should submit a Power of Attorney as per the format at **Appendix – II**, authorising the signatory of the Proposal to submit the Proposal..

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.

The General Conditions of contract (Volume II) is provided by the Authority as part of the Bidding Documents shall be deemed to be part of this RFP.

2.5 Clarifications

- 2.5.1 Consultants requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail to the address in accordance with Clause 2.9.4. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.12, the Authority shall endeavour to respond to the queries within the period specified therein. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Consultants without identifying the source of queries. It will not be obligatory to entertain the queries received after due date.

- 2.5.2 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.

- 2.5.3 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.

2.6 Amendment of RFP

- 2.6.1 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.

- 2.6.2 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.

- 2.6.3 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.

2.7.1. 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.

2.7.2. PREPARATION AND SUBMISSION OF BIDS

2.8 Format and Signing of Proposals

- 2.8.1 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.
- 2.8.2 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 initialled by the person(s) signing the Bid.
- 2.8.3 In case of consortium of consultant the bid shall be signed by the authorized signatory. In such case a MOU shall be made among the members of consortium which shall clearly spell about the roles and responsibility of each consortium member. The MOU shall be signed by the authorized signatories of each member. The MOU shall clearly mention about the details of the Team leader and the authorized signatory of the consortium.

2.9 Sealing and Marking of Proposal

- 2.9.1 The Consultant shall submit the Proposal in the format specified in Clause 2.8., and seal it in envelopes.
- 2.9.2 The documents accompanying the Proposal shall be placed in separate envelopes and marked as indicated below. The Proposal submission shall include:

Envelope 1: "Key Submissions"

- a. Proposal should be in a spiral bound booklet format
- b. Letter of Proposal in the prescribed format (Appendix I);
- c. Bid processing fee of Rs 5000/- (Rs Five thousand only) in the form of a Demand draft issued by a Scheduled Bank in India, drawn in favour of the CEO, Naya Raipur Development Authority (NRDA),
- d. Bid Security in the prescribed format as per Clause 2.16 Rs. 25000/- (Rs Twenty Five thousand only) in the form of a Demand draft issued by a Scheduled Bank in India, drawn in favour of the CEO, Naya Raipur Development Authority (NRDA),
- e. Power of Attorney for signing of in the prescribed format (Appendix – II);
- f. Power of Attorney in favor of Lead member of JV/Consortium
- g. Affidavit of Correct Information (Appendix – III);
- h. A copy of the General conditions of contract with each page initialed by the person signing the Proposal in pursuance of the Power of Attorney referred to in Clause (e) hereinabove.
- i. Undertaking as per appendix-IV

Envelope 2: "Technical Proposal"

- a. Technical Proposal in the prescribed proforma provided at Format I to VII and as required in **Appendix –III & Undertaking in Appendix – IV**
 - b. **Conceptual design with plans elevations, 3D views, models(optional) etc. as per Format- VII**
 - c. **Supporting document as per para 2.9.7**
- 2.9.3 The consultant shall also submit true copies of the documents (comprising Key Submissions and technical proposal) accompanying the Proposal, as specified in Clause 2.9.2, in soft version in CD Rom. The CD shall be placed in a separate sealed envelope marked as **"Copy of Documents"**.

The two envelopes specified in Clauses 2.9.2 shall be placed in an outer envelope, which shall be sealed. Each of the two envelopes shall clearly bear the following identification:

Proposal for the Selection of consultant ("Technical Consultant") for providing Comprehensive Architectural and Engineering Services for Development of Naya Raipur Public School in Naya Raipur ("the Project"). and shall clearly indicate the name and address of the Consultant. In addition, the **Proposal Due Date** should be indicated on the right hand top corner of each of the envelopes.

2.9.4 Each of the envelopes shall 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
snath72@gmail.com

2.9.5 If the envelopes are not sealed and marked as instructed above, the Authority shall in no way be responsible for any misplacement or premature opening of the contents of the Proposal submitted.

2.9.6 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.9.7 Supporting documents to be submitted by the consultants

a) The Applicants shall submit along with the Technical Proposal the following documents in support of its eligibility.

Sr.	Parameter	Supporting Documents
1	Comprehensive planning and designing of at least one Residential High school, College, Education Complex not less than 5000 sq.mt Built up area during last 10 years .	Completion Certificate from the Client along with photograph or building permission drawings and letter from ULB if any, or occupancy certificate from ULB etc. or Clients certificate of completion of services shall be enclosed.
2	Average annual turnover of Rs. 10 Million in the last 3 years.	Audit certificate from statutory authorities / copy of audited balance sheet in respect of last three financial years, duly certified by a Chartered Accountant (Annual accounts need not be attached)
3	Qualifications and competence of the key professional staff proposed	CVs of the key professionals as detailed in RFP duly signed by the concerned staff or applicant.

2.10 Proposal Due Date

2.10.1 **Proposal** should be submitted before 1600 hours IST on the **Proposal** Due Date at the address provided in Clause 2.9.4 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.9.4

2.10.2 The Authority may, at its sole discretion, extend the **Proposal** Due Date by issuing an Addendum in accordance with Clause 2.6.3 uniformly for all the participating Consultants.

2.11 Late Proposals

Bids received by the Authority after the specified time on the **Proposal** Due Date shall not be eligible for consideration and shall be summarily rejected.

2.12 Rejection of Proposals

2.12.1 The Authority reserves the right to accept or reject all or any of the **Proposal** without assigning any reason whatsoever. It is not obligatory for the Authority to accept any **Proposal** or to provide any reason[s] for any their decision[s].

2.12.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any **Proposal** without assigning any reason.

2.13 Validity of Proposals

The **Proposal** shall be valid for a period of not less than **120 days** from the **Proposal** Due Date subject to the conditions mentioned in the document. The validity of **Proposal** may be extended by mutual consent of the respective Consultants and the Authority.

2.14 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Consultants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the **Proposal**, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority.

2.15 Correspondence with the Consultant

The Authority shall not entertain any correspondence with any Consultant in relation to acceptance or rejection of any Proposal.

2.16 Bid Security

2.16.1 The Consultant shall furnish as part of its Proposal, a Bid Security of Rs 25,000 (Rupees Twenty five thousand only) in the form of a Demand draft issued by a Scheduled Bank in India, drawn in favour of the CEO, Naya Raipur Development Authority (NRDA), payable at Raipur (the "Demand Draft"). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.16.2 Any **Proposal** not accompanied by the Bid Security shall be rejected by the Authority as non responsive.

2.16.3 The Bid Security of unsuccessful Consultants shall be returned by the Authority, without any interest, as promptly as possible on acceptance of the Proposal of the successful Consultant or when the Bidding process is cancelled/ terminated by the Authority.

2.16.4 The Successful Consultant's Bid Security will be retained as a part of the performance security.

2.16.5 The Bid Security shall be forfeited and appropriated by the Authority as damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:

- a. If a Consultant submits a non-responsive **Proposal**;
- b. If a Consultant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this RFP;
- c. If a Consultant withdraws its Proposal during the period of Proposal validity as specified in this RFP and as extended by the Consultant from time to time;
- d. In the case of successful Consultant, if it fails within the specified time limit - to sign the Service Agreement

2.17 Modification/ substitution/ withdrawal of Proposals

No Proposal shall be modified, substituted, or withdrawn by the Consultant

3. EVALUATION OF PROPOSALS

3.1 Opening and Evaluation of Proposals

- a. The Outer Envelope and Envelope 1 & 2 shall be opened by the CEO or any officer authorized by him after the bid due time on the Proposal Due Date, at the place specified in Clause 2.9.4 and in the presence of the Consultants who choose to attend.
- b. The Authority will subsequently examine and evaluate the Proposals in accordance with the provisions set out in this Section 3.
- c. To facilitate evaluation of **Proposals**, the Authority may, at its sole discretion, seek clarifications in writing from any Consultant regarding its **Proposal**.

3.2 Tests of responsiveness

The Authority shall determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- a. it is received in accordance with Clause 2.9.2 and as per the format in **Section III** ;
- b. it is received by the Proposal Due Date including any extension thereof
- c. it is signed, sealed, in spiral bound booklet and marked as stipulated in Clauses 2.9.2
- d. It is accompanied by the bid processing fee as mentioned in Para 2.9.2
- e. it is accompanied by the Bid Security as specified in the document;
- f. it is accompanied by the Power(s) of Attorney as specified in this document
- g. it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- h. it does not contain any condition or qualification; and
- i. It is not non-responsive in terms hereof.
- j. It is accompanied by a Processing Fee as prescribed in the document

Satisfying the Test of Responsiveness is mandatory for Consultants to be selected for next stage of evaluation. If any material deviation is found in the submission formats, the proposal is liable to be judged as non-responsive and rejected.

3.3 Mandatory Eligibility Criteria: The Applicant must satisfy the Mandatory criteria as below:-

- a. The consultant shall have experience, in the last ten [10] years of Comprehensive planning and designing of at least one Institutional campus with all necessary buildings and infrastructure with a total built-up area not less than 5000 sq.mt. (The **Eligible Projects**”). Eligible Projects shall mean a project of School, college, Universities or a Training Institute. Supporting documents, for this mandatory criteria shall be submitted as detailed in Para 2.9.7 above.
- b. The average annual turnover from planning and design consultancy Services, in any of the three financial years out of last four financial years i.e. 2011-2012, 2012-2013, 2013-2014, 2014-15 should not be less than Rs 1 Crore (One Crore).
- c. In case of consortium, the criteria as mentioned at **3.3a** above shall be fulfilled by either of the two entities forming the consortium. However the lead consultant's primary business should be architectural services.
- d. In case of consortium the criteria as mentioned at 3.3b above shall be fulfilled by only the lead member.
- e.
 - In case of JV/ Consortium the name of the lead member of the consortium shall be clearly mentioned
 - The role and responsibility of each member of JV/Consortium shall spelt out clearly, preferably throw a MOU which shall be signed by both members of the JV/Consortium members this shall be submitted along with the key submission documents

3.4 Technical Proposal: - The bidder, fulfilling the mandatory eligibility criteria as above shall be evaluated for the technical proposal submitted by them.

Contents of Technical Proposal

I. Experience of Firm

- a) The documents regarding completion of work as desired in the eligibility Criteria to establish the parameters as mentioned stating the details of the project including area in sqm. Cost in INR, Project brief including specification,

photograph etc. Delay in execution of work if any and other relevant parameters. Supporting Documents shall be as per para 2.9.7.

b) Audit certificate from statutory authorities / copy of audited balance sheet of any three financial years, duly certified by a Chartered Accountant (Annual report should not submitted).

II. **(Details of Team:** Consultants must include the following key professionals in the Team:

Sl. No	Position	Experience
1	Team Leader	Should be a graduate in Architecture with at least 15 years of experience: Should have worked on at least \one project of similar nature.
2	Structural Engineer	Should be a Civil Engineer with a post graduation in Structures with minimum 8 years of experience in structural design
3	Urban Designer	Should be graduate in Architecture and Master in Urban Design with minimum experience of 5 years.
4	Engineer: Public health/Environment	Should be Graduate in Civil Engineering preferably with a Post Graduation in Public Health / Environment Engineering.

Note:-The following conditions would apply:

- a. At least one of the key personnel"s as proposed above shall be a member of CoA.
- b. Other than the required Key personnel mentioned above the Consultant shall have to engage other architects, HVAC, Quantity Surveyors MEP Consultants, Acoustic expert, Security expert, environmental expert etc. for successful completion of the project. The same shall be deployed with prior approval of NRDA on issue of LoA.
- c. Only one Curriculum Vitae (CV) may be submitted for each position and relevant experience which is similar to this Project, must be demonstrated using the formats set out in Section III and documentary evidence provided. Signed and dated CVs by the proposed key professional staff must be provided.
- d. No alternative to key professional staff can be proposed
- e. Maximum of two key persons except the Team Leader listed above can be replaced during the tenure of the assignment with equivalent or higher qualification and experience with prior permission from the Authority
- f. Any change in more than two of the key persons during the tenure of the assignment would attract an one-time penalty of 1% of the professional fees for the assignment for each such change
- g. It is to be noted that in any case, Team Leader of the Project cannot be substituted
- h. Only completed project experience would be considered for evaluation
- i. A good working knowledge of English is essential for key professionals
- j. The team will be supported by all the required professional for the successful completion of the project.
- k. Any external consultant/sub consultant will have to approved by NRDA.

SITE TEAM

- a) The consultant shall depute a Resident architect , at site from the date of award of construction work till the completion of the construction to provide technical support to NRDA, and who will coordinate and assist the Client, PMC, Consultant' s back office inputs, submissions, timely deliverables and facilitate the entire approval process of the Project and issuing of GFC and other working drawings, Review of Progress reports and issue clarifications during construction period. He should be supported by essential staff and logistic support such as computers, printers etc. NRDA if required shall provide furnished office space free of cost.

III. Approach and Methodology

The Consultant must submit the detailed approach and methodology which shall include the Understanding of the project, Approach as well as methodology and the initial concept design on the basis of requirement given in this RFP.

IV. Concept design

- a. The consultant must submit the concept design for Naya Raipur Public School in the form of plans, elevations, sections, 3D views etc. on the basis of the Design Brief requirement provided in this RFP. **All submissions should be on A3 size papers.**
- b. The Technical Proposal would also include presentation by the Consultant. **The presentation shall be made by the proposed Team Leader of the Bidder. In case of presentation is done by any person other than Team Leader, no marks shall be awarded to the Bidder.** The following details of the Consultant would form part of the presentation:
 - i. Concept design as per -VII
 - ii. Team strength and their experience as per Section III, Format IV and V

3.5 Evaluation of Technical Proposal

The Technical Proposal shall be evaluated in two stages comprising of the prequalification stage and post-qualification stage on the following parameters:

SL. NO	PARAMETERS	Marks Awarded
STAGE I: Prequalification		
1	Experience of Firm	
A	Experience a of the firm in providing comprehensive architectural services and site supervision for a eligible projects as per para 3.3 Experience of at least one project will score 25 marks <ul style="list-style-type: none"> • Experience of one eligible project will score 25 marks, • Experience of more than one eligible project but less than three projects will score 35 marks. • Experience of more than three eligible project will score 50 marks. 	50
2	Key Personnel in the team for the Project based on: <ol style="list-style-type: none"> (i) The relevant qualification (ii) And relevant work experience in projects of similar nature 	
A	Team Leader	20
B	Other 3 positions (10 marks for each position)	30
	Subtotal (1 + 2)	100
STAGE II: Post-qualification		
3	Approach, Methodology and Concept Design	100
	Site planning	
	Space planning	
	Design features	
	Other criteria as decided by the jury	
	Presentation on concept design, firms experience, Team details and work plan	
	Total	100

• Selection process of Technical Consultant

- a. The Consultants meeting the criteria set out in Clause 3.2 shall be declared as the Responsive Consultants. The Consultants not meeting the criteria set out in Clause 3.2 shall be declared as Non Responsive Consultants. Only responsive bidders shall be considered for technical evaluation
- b. The technical evaluation shall be made as detailed in para 3.5. Those applicants who obtain 70 or more marks in the Sr.no 1 and 2 of technical evaluation mentioned in para 3.5 shall only be invited for making the presentation before a committee, appointed by NRDA. The proposals would then be evaluated only on Serial No. 3 of para 3.5 during presentations.
- c. NRDA reserves the right to restrict the number of shortlisted candidates for presentations.
- d. On the basis of technical presentation made before NRDA, three best suited technical proposals shall be selected, which shall be ranked as T1, T2 & T3 in order of Merit.
- e. The Consultant obtaining the highest Rank would be declared as the successful Consultant

(the "Successful Consultant").

- f. In case the evaluation committee is not satisfied with the concept design, NRDA may ask the Top three consultants to prepare revised concept designs on the basis of which the consultant shall be again ranked as T1, T2 and T3 in order of merit. And The Consultant obtaining the highest Rank shall be declared as the successful Consultant. In the event the Successful Consultant is not able to execute the Agreement in the given time NRDA, at its sole discretion, may offer the consultancy to the bidder ranked T2.
- g. The Consultants obtaining top three rankings on the basis of the presentations made shall be awarded an Honorarium amounting to Rs. 1.0 Lakh (One Lakh Only) each. The Honorarium in respect of the Successful Consultant shall be adjusted against the Consultancy fee.
- h. NRDA reserves the right to reject any Proposal, if:
 - i. At any time, a material misrepresentation is made or discovered; or
 - ii. The Consultant does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.
- i. Notwithstanding anything contained in this RFP, NRDA reserves the right to accept or reject any Proposal, or to annul the Selection process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment

3.6 Award of Consultancy

1. In the event of acceptance of the Proposal of the successful Consultant with or without negotiations, NRDA shall declare the Consultant as the Successful Consultant. NRDA will notify the Successful Consultant through a Letter of Acceptance (LoA) that its Proposal has been accepted.
2. The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Consultant to the satisfaction of the Authority before Executing the agreement.
3. The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Consultant to the satisfaction of the Authority.
4. After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Successful Consultant and the Successful Consultant shall, within 7 (seven) days of the receipt of the LoA, sign and return the duplicate copy of the LOA in acknowledgement thereof subject to conditions mentioned in the RFP document. In the event the duplicate copy of the LoA duly signed by the Successful Consultant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Consultant as mutually agreed for genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Successful Consultant to acknowledge the LoA, and the next eligible Consultant may be considered.
5. The lead consultant of the successful consultant shall have to sign the contract agreement with NRDA and shall be responsible for the contractual obligation.
6. Failure of the Successful Consultant to comply with the requirement shall constitute sufficient grounds for the annulment / withdrawal of the LoA. In such an event, NRDA reserves the right to:
 - a. Either invite the next best Consultant; or
 - b. Take any such measures as may be deemed fit in the sole discretion of NRDA, including annulment of the Selection process.

3.7 Contacts during Proposal Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Consultants. While the Bids are under consideration, Consultants and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

4. CONSULTANCY FEE

4.1 The consultancy fee has been fixed as below

4.1.1 For Master Planning, land development, landscape design, campus infrastructure including roads, pathways, signage, artifacts if any.

The consultancy fee has been fixed as **1.5% percent of the Estimated cost or the actual construction cost of the work of phase-I development. Which ever is less**

4.1.2 For Architectural Services for all the building construction in phase-I including facilities:

The consultancy fee has been fixed at Rs. 450 (Rupees four hundred and fifty only) per Sq mt.

The area to be considered for computation of the consultant's fees shall be the Actual floor area for the FAR [Floor Area Ratio] achieved as defined in CG Bhoomi Vikas Niyam 1984. (the FAR is built-up area excluding lift, OTS, staircase balcony and corridors etc.) All constructed areas that are not considered for computing the FAR shall not be considered for computing such payable fee, except the actual basement area, if any. The actual basement area shall be added in the floor area as above for computation of the total consultancy fee.

For the purpose of making payments in terms of Clause 6 of General Conditions of contract, the estimated floor area shall be the area mentioned in **annexure 3 of the volume one of this document**, till the actual floor area of the project is arrived at, and approved by the Building plan approval authority. The actual consultancy fee payable shall be adjusted accordingly.

Note:

1. The constancy fee as above shall be inclusive of all out of pocket expenses to be incurred by the Consultant towards all the services required to be rendered as mentioned in the RFP & GCC including site visits, travel, documentation and communication etc., as well as the deployment of site team, all taxes, royalties, fee and charges excluding the applicable service tax. Service tax shall be paid in addition to the fee payable as per agreement and at a rate as applicable.
2. For the purpose of payment of consultancy fee, under clause no 4.1.1.1 initially the estimated cost as approved by NRDA shall be considered which shall be calculated and adjusted on the basis of the construction contract value and shall be finally calculated and adjusted on the basis of actual value of work done on completion.

4.1.3 In case the consultancy is delayed beyond the project period as mentioned in para 6.2.2. of the volume-II. the fee shall be modified with the mutual consent of both the parties.

5. MISCELLANEOUS

5.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chhattisgarh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

5.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- (a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- (b) Consult with any Consultant in order to receive clarification or further information;
- (c) Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Consultant; and/ or
- (d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Consultant.

5.3 It shall be deemed that by submitting the Proposal, the Consultant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

SECTION - II

Terms of Service

Objective :

The objective of this Consultancy (the "Objective") is to Plan and Design the Naya Raipur Public School and its surroundings as a land mark project. The overall objectives of the design should address:

- a. A healthy ,safe environment
- b. Pedestrian friendly movement within the campus
- c. State of art Infrastructure, services and utilities
- d. Differently able friendly environment
- e. Sustainable and Energy Efficient design
- f. Material and resource conservation,
- g. Easy operation and maintenance,
- h. Water conservation and Efficient waste management.
- i. Functional space planning
- j. Elegantly Landscaped public areas.
- k. Smooth circulation.
- l. Soothing interiors
- m. Climate friendly
- n. Maximum Use of Natural Light and ventilation
- o. An environment that propels academic excellence and social and personal growth. The project should be designed at least three star rating of GRIHA
- p. The design in general shall follow CBSC norms. However the decision of NRDA. w.r.t the design shall be final binding.

SCOPE OF WORK

1. Broad Scope of services

The broad scope of services is classified as follows:

i. Study Surveys & Investigation

- Carry out at least three case studies of Residential High school Campuses of repute in India or abroad and design brief provided in this document, and develop a revised and detailed design brief in Consultation with the NRDA.
- Site assessment study
- Study any previous reports, Development control Regulations and collect and study all available and relevant drawings etc. Available with the NRDA;
- Verify the accuracy of available drawings and carry out topographical surveys, wherever required;
- Survey existing services/ utilities in the periphery of the area proposed for development;
- Study existing layouts and designs of surrounding roads, building structures, Landscapes and Urban Designs available with the NRDA
- Estimate the additional requirements of infrastructure services such as power, water, parking and their availability for the proposed Campus and other facilities for the Project.
- Prepare a detail design/standards manual Including those for the services, infrastructures, Security system, Lighting, Acoustical system etc. which shall become the basis for the design of school. The additional facilities required for first phase development shall be worked out after the concept design is finalised.

- ii. **Master Planning, land development, landscape design, campus infrastructure including roads, pathways, signage, artifacts if any. of the Campus and preparation of Conceptual layouts** considering the ultimate growth anticipated. The concept design should clearly indicate the Planning of overall site as per the Design Brief Elevations, 3d

Views, integrations with other structures, Provision of Infrastructures, Utilities, security system, integration of public spaces, signage systems, landscape master plan, horticulture plan, circulation and parking facilities for all the modes, and to identify the first phase of development with broad costing.

- iii. **Preparation of comprehensive Architectural Design** for the First phase of development (Site Layout, Building layout Plan, building design, structural design, service design and preparation of working drawings) for development of Naya Raipur Public School campus in Naya Raipur including preparation of detailed cost estimates, specifications, rate analysis and Bill of quantities.
- prepare construction sequencing;
 - Within the campus assess and plan for permanent and temporary diversion of utilities;
 - Obtaining the statutory approvals.
- iv. **Periodic supervision and coordination** with PMC, NRDA and the contractor appointed by the NRDA for execution of the works.
- v. The projects is divided in two parts:
- a. **Part-I:** Master Planning for the Entire Campus, including Conceptual design[s] and conceptual landscape design for the complete requirement; architectural design[s]; and block estimates for all phases of development.
 - b. **Part-II** Preparation Detail bill of quantities, set of detailed architectural, structural, landscape, site infrastructure and building services, etc. drawings and details sufficient to call tenders and Good for Construction drawings for Phase-I of development and periodic supervision during the construction period.

2. Detailed Scope of services

Part - I

Stage 1: Inception Report

1. Study of Development plan, Urban Design Guidelines, DCR of Naya Raipur, Bhoomi Vikas Niyam [Building Bye-laws] of Chhattisgarh and study of local Architecture of Chhattisgarh
2. Carry out case studies of school campuses of repute across India and abroad and identify the design elements appropriate for the project.
3. Prepare a detail design brief in consultation with the NRDA for detail building uses, activities, functional relationship, space and infrastructure requirement and site Planning and obtain their formal approval.
4. Prepare an Approach and Methodology and a work program.

Deliverables

3 hard copies and 3 soft copies (editable format in CD ROM) of Inception report.

Stage 2: Conceptual design of the entire Naya Raipur Public School and block cost estimates.

The consultant shall:

1. Conduct detailed site survey identifying physical features and contours at an interval of 1.00 mts, detailed Site Evaluation, Site analysis/opportunities and constraints study, analysis of architectural character, connectivity, social issues and heritage.
2. Study Site Capacity to develop design options.

3. Prepare preliminary proposal for development and its impact on immediate environs.
4. Prepare Conceptual plan of landscape, building foot print (including water harvesting and other site measures) and location of utilities.
5. Carry out pedestrian/ vehicular, public transport movement & parking analysis and planning.
6. Carry out Volumetric study and urban form recommendations. Urban Design or volumetric disposition in 3D drawings and supporting plans and quantifications.
7. Study and incorporate Architectural controls/guidelines/regulations for proposed building based on the Master Plan and Urban Design Guidelines for Naya Raipur city
8. Prepare Conceptual design(3 options) for ultimate growth anticipated, for various components:
 - **Master Planning, land development, landscape design, campus infrastructure including roads, pathways, signage, artifacts if any:**
 - i. Master Plan of site based on chosen option clearly indicating all components.
 - ii. Broad Land use of site along with calculations.
 - iii. Site Grading, preliminary cut fill quantities and Landscape Design
 - iv. Graphic Design and Signage.
 - v. Infrastructure design,
 - vi. Phasing plan
 - vii. Estimate block cost for design for external development and landscape.
 - viii. Elevations and 3D views from various angles Over all circulation pattern.
 - ix. Prepare a landscape master plan including horticulture plan, lighting, MEP
 - **For Architectural Services**
 - i. Prepare conceptual design containing all aspects clearly bringing out the design thought process and the comparison of options.
 - ii. Building design, space planning, and area distribution
 - iii. General furniture layout
 - iv. Phasing plan
 - v. Elevations and 3D views from various angles over all circulation pattern.
 - vi. Estimate block cost for building services.
9. Prepare a report for options of concept design containing all the above clearly bringing out the design thought process and comparison of options.
10. Identify the first phase of development and scope of services in consultation with NRDA.
11. Submit the draft conceptual Designs, block estimate of cost and the report as described under sub para 1 to 11.

Deliverables

- i. 3 hard copies and 3 soft copies (editable format in CD ROM)of Survey and reports
- ii. 3 hard copies and 3 soft copies (editable format in CD ROM) of conceptual designs
- iii. 3 hard copies and 3 soft copies (editable format in CD ROM) of case studies

Stage 3: Final Design Plans and phasing plan for entire development and Block cost of estimate of overall project and first phase

The consultant shall:

1. Make a presentation of the conceptual Designs and take into consideration any change suggested by NRDA and the phasing plan.
2. Prepare the draft conceptual Design from the finalized option with block cost and estimate incorporating desired changes for approval of NRDA

3. Submit final Design and block cost estimates after incorporating changes for the scope of services, some or all as directed by NRDA like:
 - **Master Planning, land development, landscape design, campus infrastructure including roads, pathways, signage, artifacts if any:**
 - **Architectural Services**

Deliverables

- I. hard copies and 3 soft copies (editable format in CD ROM) of Final conceptual design
 - a. In the form of Plans elevation, sections at a suitable scale
 - b. 3D views of final design, walk through and detail 3D model at suitable scale
 - c. any relevant details supporting the concepts
 - d. broad cost estimates for overall Site infrastructure, building, and Landscape planning
- II. 5 hard copies and 3 soft copies (editable format in CD ROM) of draft Building plans and elevation and sections
- III. 5 hard copies and 3 soft copies (editable format in CD ROM) for Landscape master plan, list of species, horticulture plan, lighting plan
- IV. 5 hard copies and 3 soft copies (editable format in CD ROM) of Design Basis report for Structural design

Part II

Stage 4:

A. Preparation of Detailed designs of the site, landscape details, infrastructure master plan for phase I

The consultant shall:

1. Prepare Final Drawings after receiving the approval of the Authority on the Final Layout of the campus including the final drawings for landscaping, site infrastructure, etc. in sufficient detail so as to demonstrate the constructability and feasibility of the Master Plan.
2. Prepare all drawings and documentation required for all statutory approvals and block cost of estimate.
3. Submit final plans after incorporating changes if any for approval of NRDA as required.
4. Assist NRDA after approval of Final plans in obtaining approval and clearances from various authorities as required.
5. The Consultant shall ascertain the formalities need to be gone through and submissions that need to be made.
6. **Carry out Geo technical survey required for the designing of the project.**
7. Prepare structural design and working drawings required for execution of all civil works if any for site development and submit for approval.
8. Prepare horticulture plans, irrigation plan and other landscape furniture and structures and incorporate any required changes suggested by NRDA.
9. Prepare Design and working drawings for internal and external Landscape, lighting design, audio-visual design and water feature design

Deliverables

- I. 5 hard copies and 3 soft copies (editable format in CD ROM) of Final Master Plan, views and other supporting drawings
- II. 5 hard copies and 3 soft copies (editable format in CD ROM) of Landscape designs and working drawings for civil works

B. Preparation of Detail architectural designs of the buildings, structural designs and working drawings for civil works for phase-I development

The consultant shall:

1. Prepare the final building plans, elevations, sections and block cost of estimate incorporating desired changes for approval from NRDA
2. Submit final Building plans after incorporating changes if any for approval of NRDA as required

3. Assist NRDA after approval of Final building plans in obtaining approval and clearances from various authorities as required
4. Prepare structural design and working drawings required for execution of all civil works for building and site development and submit for approval.
5. Prepare general furniture layout
6. Modify the structural designs and working drawings fit for execution based on the comments of NRDA and resubmit for approval

Deliverables

- I. 5 hard copies and 3 soft copies (editable format in CD ROM) of Final Building plans, elevation and sections and Building permission submission drawings
- II. 5 hard copies and 3 soft copies (editable format in CD ROM) of Structural designs and working drawings for civil works

Stage 5: Preparation of working drawings for all services for phase-I development including land and buildings:

The consultant shall:

1. Prepare detail working drawings for
 - Electrical and telecom design
 - Public Health Engineering services covering the following systems:
 - i. Water Supply
 - ii. Sanitation and drainage
 - iii. Solid waste Management system
 - Design and working drawings covering.
 - i. Fire Protection System and Obtain approval from CISF
 - HVAC Engineering covering all heating, ventilation and air-conditioning system (NRDA reserves the right regarding the provision AC system)
 - the Design Security systems and working drawings covering.
 - i. Building automation system
 - ii. Lifts/escalator and other vertical movement systems
 - iii. Security system for the Entire Campus, Control room, Entry and exit, Surveillance system and obtain approval from CISF
2. Submit the working drawings for all services to the NRDA for approval
3. Modify the working drawing based on the comments and resubmit to NRDA for approval
Prepare detail cost estimate, Bill of quantities and rate analysis on the basis of local DSR/Market rates based on the final design and working drawings and submit to NRDA for approval after finalization of working drawings.

Deliverables

- I. 5 hard copies and 3 soft copies (editable format in CD ROM) of working drawings of services, landscape
- II. 5 hard copies and 3 soft copies (editable format in CD ROM) of detail cost estimates, Bill of Quantities and rate analysis

Stage 6: Finalization of detail cost estimates, rate analysis and Bill of Quantities

The consultant shall carry out the following services for master planning, and architectural services:

1. Modify detail cost estimates, rate analysis and Bill of quantities based on the comments of NRDA and resubmit for approval
2. On approval of detail cost estimate, rate analysis and Bill of quantities Provide inputs and clarification to PMC for finalizing tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other General and Special conditions of contract.(The PMC shall be responsibility for preparing tender documents for the selection of o works contractor.

3. Provide comments on tender document prepared by the PMC for the appointment of a works contractor

Deliverables

5 hard copies and 3 soft copies (editable format in CD ROM) of detailed cost estimates, rate analysis and Bill of quantities.

Stage 7: Supervision during construction phase for phase-I development of master plan / land and infrastructure development and buildings.

The technical consultant shall:

1. Open a local office for coordination with PMC and NRDA and deploy a minimum of a Graduate architect with at least 5 years of experience on appointment of the construction agency.
2. A suitable office space, with necessary furniture shall be provided by the NRDA free of cost. However, the consultant has to arrange for all the equipments (Hardware / Software) as required for functioning of the resident Architect's office.
3. Coordinate with PMC / NRDA and will provide technical assistance as requested by PMC/NRDA on design, extensions, deviation, or any technical matter related with the construction.
4. Coordinate with PMC and provide clarification on any details required by the Authority and PMC.
5. Review the shop drawings prepared by contractor for construction on site and provide a prompt and a timely approval/comments on the same
6. attend periodic site meetings and work progress review meetings as requested by PMC and NRDA
7. At least 24 Visit to the site of work, at intervals, to inspect and evaluate the construction works by the review experts as desired by NRDA/ PMC in writing. This shall include visits by the expert designers for clarification / decision etc. to the site. The expert shall be available for one full day. The visit shall be planned at a notice of minimum one week. These visits shall be in addition to the site supervision and staff deputed during construction period. Consultant shall have to revise any detail if any discrepancy is observed between drawing and actual possibility on site based on the suggestion of PMC as per the site requirements.
8. Revise any detail in the event of a discrepancy between drawings provided by them and actual possibility on site based on the suggestion of PMC without causing any price escalation in the project cost..
9. to provide prompt and timely approval/comments on samples of materials forwarded by PMC

Deliverables

5 hard copies and 3 soft copies (editable format in CD ROM) of work completion status at every stage as defined in the payment schedule

Stage 8: Completion of Services for master plan / land and infrastructure development, and buildings .

The consultant shall

1. Prepare and submit completion reports and drawings for the project as required and
2. Assist the Client to get the "Completion/Occupancy Certificate" from statutory authorities, wherever required.
3. Assist PMC in issuing three sets of „as built“ drawings including services and structures in soft and hard copies.

Deliverables

5 hard copies and 3 soft copies (editable format in CD ROM) of as built drawings including services and structures

Hard copies and 3 soft copies (editable format in CD ROM) of completion report

Note:

- 1. All the documents/ Information/Correspondence during the planning, execution stage of the work required for the GRIHA , green building accreditation shall be in the scope of the consultant.**
- 2. The Consultant fee shall be inclusive of above.**
- 3. Any statutory payment required to be made to GRIHA or other accreditation agency shall be made directly by NRDA on recommendation of the Consultant. Consultant shall have do liaison which such agencies on behalf of NRDA.**

3. Time Frame for Deliverables, and payment milestones

3.1 The time frame for deliverables would be as set forth in the General Conditions of Contract with reference to clause 6.1 & 6.2.

3.2 „In-principle“ approval from local authorities

The Technical Consultant shall proactively assist the Authority in obtaining „In principle“ approval from all concerned local authorities, other Government Departments, Traffic Police etc. which are required as per law. The Technical Consultant shall ascertain the formalities that need to be gone through and submissions that need to be made. The Principal Architect or the Local Architect, whoever is duly authorized to sign the submissions shall sign and make necessary submissions in this regard. The Technical Consultant shall interact with the relevant authorities, wherever required for obtaining clearances/approvals and carry out necessary changes/improvements required for obtaining such clearance/ approval. Technical Consultant shall make presentations regarding proposals as and when required for obtaining approvals, clearances etc. or as otherwise requested by the Authority. The responsibility for defending the plans/ proposals and designs including modifications thereto, if any, before the various authorities shall remain with the Technical Consultant All necessary in-principle approvals have to be arranged before Stage 5

3.3 Assistance in pre-bid meetings

The Technical Consultant shall assist the Authority in pre-bid meetings for selection of the PMC and contractor. The Technical Consultant shall envisage this in their financial proposal and no additional cost will be paid by the Authority for this work. It shall be the responsibility of the Technical Consultant to provide these intermittent services as per the Scope of Work.

4. Periodic Supervision

After the commencement of work the consultant shall provide all assistance to the NRDA/ PMC in providing any further clarifications, details, designs, drawings, etc required during the execution and sort out any queries raised by the contractor without any additional cost.

The Team Leader and other members of Team shall provide a minimum of one visit per month during the construction period subjected to a maximum of 24 visits. The visits shall be in addition to the visits required to Raipur / Naya Raipur before finalizing the construction agency i.e. issue of work order to the construction agency

In case of any additional site visit specified in the above scope of work by expert designers for clarification / decision etc to the site is warranted, the consultant shall be paid Rs.10000/- per person per day allowances and the actual air travel by economy class shall also be reimbursed for the site visit including all the expenditure such as lodging, boarding etc' inclusive of all taxes except service tax as applicable which shall be reimbursed by the authority as actual upon submission of the site inspection / visit report.

Section-III

Format I Information about the Bidders

1. Name Of the Applicant/Lead consultant:-----

- Contact Person: -----
- Address: -----
- Email: -----
- Phone: -----
- Mob: -----
- Year of establishment: -----
- Total Staff. - -----
- Core area of Expertise -----
- Role and Responsibility in the project: (in case of Consortium or JV)

2. Details of Partner in case of JV (if any) -----

- Name of The partner -----
- Contact Person: -----
- Address: -----
- Email: -----
- Phone: -----
- Mob: -----
- Core area of expertise -----
- **Role and Responsibility in the project:** -----
- Lead Consultant-----
- Partner-----

Note: Original copy of agreement/MOU for JV is attached.

Date:

(Signature of the Authorized signatory)

Place:

(Name and designation of the of the Authorized signatory)

Format-II

Annual Turnover of the applicant/Lead consultant

Sr.no	Financial Year	Annual Turnover in Rs.
1	2011-2012,	
2	2012-2013	
3	2013-2014	
4	2014-15 (if available)	
	Average Turn over	

Date:

(Signature of the Authorized signatory)

Place:

(Name and designation of the of the Authorized signatory)

Notes:

1. Certificate issued by a Chartered Accountant to be attached
2. The independent auditor issuing the certificate should clearly indicate his/her membership number assigned by the Institute of Chartered Accountants of India (ICAI) or equivalent organization abroad.

Format-III

PROJECT EXPERIENCE (Not more than Five projects)

The information regarding the relevant experience of the firm should be provided in the format below.

Project Name:	Location of Project:
Name of Client:	Address of Client:
Start date (month/year):	Approximate value of services:
Completion date (month/year):	
No. of staff provided: by your firm:	Number of staff months provided by your firm:
Name of Associate Firm:	No. of months of professional staff provided by Associate Firm:
Narrative description of Project <i>Include the following information:</i> <ul style="list-style-type: none">• <i>Project Brief</i>• <i>Project cost</i>• <i>Current status</i>	
Description of actual services provided by your Staff:	
Name of Senior Staff of your firm involved and functions performed:	
Name the main outstanding features of the design.	
Photographs.	

Note : The Project Data Sheets should necessarily be accompanied with copies of work orders / Completion certificate, Approval from ULB.s/ Completion service certificates from clients / independent auditor¹as applicable, as proof of experience. Projects without proof of experience shall not be considered for evaluation.

Date:

(Signature of the Authorized signatory)

Place:

(Name and designation of the of the Authorized signatory)

Note: Information as above on a maximum of five relevant projects may be provided.

Format IV
Details of the proposed Key Personnel

Sr.no	Position	Name	Education Qualification	Experience	Age in years
1	Team Leader				
2	Structural Engineer				
3	Urban Designer				
4	Engineer: Public health /Environment				

CV of each key Personnel should attached as per the format V

(Signature of the Authorized signatory)

Date:

Place: (Name and designation of the of the Authorized signatory)

Format V

Format of Curriculum Vitae (CV) for Proposed Key Staff

Name of Staff	:	
Profession	:	
Years with the Firm	:	
Nationality	:	
Area of Specialization		
Proposed Position in the Team	:	

Key Qualifications

Project Details	Degree of responsibility/ Experience

Education

DEGREE	Name of Institute	Year

Experience

POSITION HELD

Duration	
Location	
Types of activities performed	
Names of relevant projects handled	
Client References	

Languages Known

	Speaking	Reading	Writing

Certification

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Signature :

Date :

Date :

Note: The CVs shall be signed by the proposed key staff the person signing the proposal and counter signed.

Date:

(Signature of the Authorized signatory)

Place:

(Name and designation of the of the Authorized signatory)

Format VI

Work Plan

Activity Description	Duration of activity (no. of weeks)										Name of assigned personnel
Activity 1											
Activity 2											
Activity 3											
Activity 4											
Activity 5											

(Illustrative schematic of Work Plan with Manpower Allocation)

Date:

(Signature of the Authorized signatory)

Place:

(Name and designation of the of the Authorized signatory)

Format -VII

Technical Proposal

The Technical Proposal shall set out the approach and methodology proposed for the Project and shall comprise:

- 1. **Approach and Methodology**
 - Project Appreciation
 - Team deployment details for the project including details of team members (the core design team that shall be entrusted for the design and detailing work)and their expertise.
 - School Campus master plan/ Conceptual site plan including infrastructure and services master plan.
 - Methodology of planning based on the Rules and regulations applicable on the site.
 - Conceptual design of the school with proposed perspective views, conceptual elevations and sections.
 - Circulation plans

APPENDIX – I

Letter of Proposal

(on the letter head of the consultant/lead consultant)

Dated:

To,

The Chief Executive Officer,
Naya Raipur Development Authority (NRDA),
Raipur – 492001

Sub: Proposal for the Selection of (“Technical Consultant”) for the “RFP for Selection of Technical Consultant For Comprehensive Planning and Designing Naya Raipur Model High School, Naya Raipur” (“the Project”)

Dear Sir,

- 1 With reference to your RFP document dated _____, I/we, having examined the Proposal Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Project. The Proposal is unconditional and unqualified.
- 2 All information provided in the **Proposal** and in the Appendices is true and correct.
- 3 I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Proposal.
- 4 I/ We acknowledge the right of the Authority to cancel the Selection process at any stage or to reject any Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever. We understand that only a single Consultant will be selected for project mentioned above.
- 5 NRDA reserves the right to restrict the scope of work to Part-I [as mentioned in section II S no 5] solely at its own discretion.
- 6 We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- 7 I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Proposal Documents, including any Addendum issued by the Authority.
 - (b) I/ We do not have any conflict of interest in accordance with the provisions set out in the RFP document;
 - (c) I/ We have not directly or indirectly or through any agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any

government, Central or State; and

- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - 8 I/ We declare that we are not a Member of any other firm submitting a Proposal for the Project.
 - 9 I/ We further certify that in regard to matters relating to Proposal and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 - 10 I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
 - 11 I/ We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the referred to above, we shall intimate the Authority of the same immediately.
 - 12 In the event of my/ our being declared as the successful Applicant, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date.
 - 13 The Consultancy Fee, detailed in the RFP has been accepted by me/us after taking into consideration all the terms and conditions stated in the RFP including General Conditions of contract.
 - 14 I/We agree and undertake to abide by all the terms and conditions of the RFP document.
- In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature of the Authorized signatory)

Place:

(Name and designation of the of the Authorized signatory)

APPENDIX – II(A)

Power of Attorney for signing of the Bid

Know all men by these presents, We, _____(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____and presently residing at _____, who is [presently employed with us/ and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for selection of Technical Consultant for the "comprehensive Architectural Services for Development of Naya Raipur Public school campus in Naya Raipur, by the Naya Raipur Development Authority,(NRDA) (the "Authority") including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Consultants' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Service Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**.
For _____

(Signature)

(Name, Title and Address)

Witnesses
: 1
2

Accepted
(Signature)
(Name, Title and Address of the Attorney)

[Notarised]

Notes:

- *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 executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Consultant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Consultant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

APPENDIX-II (B)

POWER OF ATTORNEY IN FAVOUR OF LEAD MEMBER OF THE CONSORTIUM

Whereas the Naya Raipur Development Authority (“the Authority”) has invited bids from eligible parties for the Selection of Technical Consultant For Comprehensive Planning and Designing Naya Raipur Model High School At Naya Raipur (“the Project”).

Whereas, _____, (name of 1st member) and (name of 2nd member) (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary Power and Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,..... (Name of Associate Member) having our registered office at.....,[addresses of the registered office] do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s,..... (Name of Lead Member) having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Project, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE MEMBERS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF 20**.

For _____

(Name & Title)

For _____

(Name & Title)

Witness:

- 1.
2. (Executants)

(To be executed by all the Members of the Consortium)

Accepted

Notes:

- 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 executants'(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

APPENDIX – III

**Affidavit of Correct
Information**

[Rs.100/- (Rupees Hundred only) Stamp Paper duly notarized]

To,

**The Chief Executive Officer,
Naya Raipur Development Authority (NRDA),
Raipur – 492001**

With reference to the documents submitted to NRDA, we hereby undertake that other than the details provided under RFP Submission, we have no dispute/ litigation/ legal proceedings against any of our clients, in any of our projects other than the listed.

All documents and information submitted in Technical Tender (including the above undertaking) are certified to be accurate, correct and final. In the event that any of the documents or information submitted by us is found to be in-accurate/ incorrect/ misleading, we understand that our Tender is liable to be cancelled or if contract is awarded, contract is liable to be terminated, without prejudice to any of the rights of NRDA, which otherwise may be accruable to NRDA.

I also undertake that I will furnish all other documents required under the Tender document or contract, after signing the agreement during execution of work.

Signature of Applicant

Date: _____

APPENDIX-IV

Undertaking

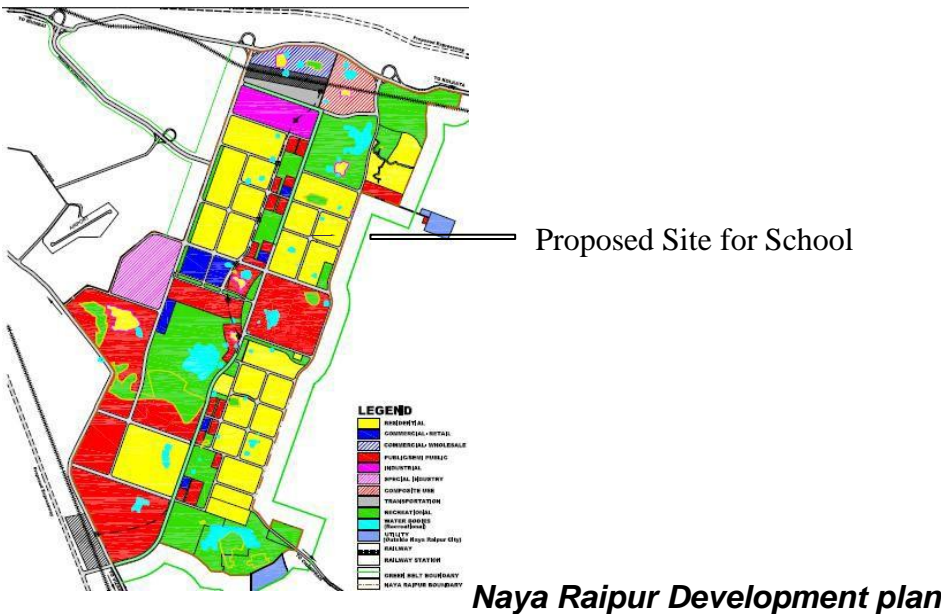
(For Consultants / individuals Registered in India)

I/We undertake that, I/We M/s _____ (Consultant Lead Firm / Individual) is / are qualified to practice as an architect in India as per the norms of Council Of Architecture, India

OR

Place: (Name and designation of the of the Authorized signatory)
Name and seal of Consultant

Annexure-1
Location Plan of Naya Raipur Model High School



Major Development Controls

Plot is divided in two parts. The 15 acre plot within sector 18 has been proposed for academic activities while the 15 acres plot within Layer-II and across the Major road, has been proposed to be developed for sports and recreational activities.

The two separate plots shall be connected either by subway[s] or Foot Over Bridge[s].

A. Plot within Sector 18 [For Academic and Boarding Facilities including staff quarters]

- i. FAR: 1.2
- ii. Ground coverage 30%
- iii. Max height 15 mts. (Height Relaxations may be granted for special, specific and valid design requirements)

B. Plot in Layer-II [For Sports and Recreational Activities and few staff quarters]

- i. FAR 0.1
- ii. Ground coverage 15%
- iii. Max height 10 mts. (Height Relaxations may be granted for special, specific and valid design requirements)
Note Soft copy of drawing is attached.

Annexure-2

Site plan and Development Control



Annexure-3**Design brief.****Space Requirement for Academic Building[s]:**

1. Total Proposed Student Strength: 3300 students [Nursery to Class XII]
2. Classrooms (sections, activity areas etc): 140
3. Maximum No. of students per classroom: 32
4. The phased development of classrooms [Phasing of the construction]

	Nur.	Prep.	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII	Total Sections
2017-18	3	2	1	1	1	1	1	1	1						12
2018-19	4	4	3	2	2	2	2	2	2	2					25
2019-20	5	5	5	4	3	3	3	3	3	3	3				40
2020-21	6	6	6	6	5	4	4	4	4	4	4	3			56
2021-22	6	6	6	6	6	6	5	5	5	5	5	4	4		59
2022-23	6	6	6	6	6	6	6	6	6	6	6	5	5	4	80
2023-24	6	6	6	6	6	6	6	7	6	6	7	6	6	5	85
2024-25	6	6	6	6	6	6	6	7	7	6	7	7	7	6	89
2025-26	6	6	6	6	6	6	6	7	7	7	8	7	8	7	93
2026-27	6	6	6	6	6	6	6	7	7	7	8	8	8	8	95
2027-28	6	6	6	6	6	6	6	7	7	7	9	8	9	8	97
2028-29	6	6	6	6	6	6	6	7	7	7	9	9	9	9	99
2029-30	6	6	6	6	6	6	6	7	7	7	9	9	10	9	100
2030-31	6	6	6	6	6	6	6	7	7	7	9	9	10	10	101
2031-32	6	6	6	6	6	6	6	7	7	7	9	9	11	10	102
2032-33	6	6	6	6	6	6	6	7	7	7	9	9	11	11	103
2033-34	6	6	6	6	6	6	6	7	7	7	9	9	12	11	104
2034-35	6	6	6	6	6	6	6	7	7	7	9	9	12	12	105

Additional facilities

- Administrative block
- Auditorium
- Laboratories
- Workshops
- Library
- Computer lab
- Staff Rooms
- Lockers
- Toilets

Sports facilities

- Play ground
- Indoor sport hall
- Swimming pool of Olympic standard with diving facility

Classrooms: around 105000 sqft

Hostels around 75000 sqft

- Boys -250
- Girls – 250

Staff quarters [90 nos.]: around 90000 sqft

Primary Medical Centre[40 Bedded]: around 10000 sqft

Library, Labs, Workshops etc around 52500 sqft

Sports Facilities around 75000 sqft

Total estimated Construction Area: 407500 sqft

Other provision:

- Parking for two wheelers, four wheelers and buses
- Bus bays
- Children park

Phase-I will be developed for the requirement of First two years requirement

Note:

- i. Any other facility as may be decided by the Consultant
- ii. Parking requirement and other provision shall be as per development code of NRDP.
- iii. Actual Requirement will be finalized by the selected Consultant, in consultation with NRDA

REQUEST FOR PROPOSAL
For Selection of Technical Consultant
For Comprehensive Planning and Designing
Naya Raipur Model High,
Naya Raipur

Volume-II

General Condition of Contract

(DRAFT SERVICE AGREEMENT)

April 2015

Naya Raipur Development Authority

1st floor, Utility block, Capitol Complex, Sector- 19, Naya Raipur- 492 002, Chhattisgarh

Tel No: + 91 771 4066011; Fax No.: +91 771 4066188

Website: www.nayaraipur.com, E-mail: ceo@nayaraipur.com

1. GENERAL

1.1. Definitions and Interpretation

1.1.1. The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a. "Applicable Laws" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- b. "Agreement" means this Agreement, together with all the Annexure;
- c. "Consultancy Fee" shall have the meaning set forth in Clause 6.2;
- d. "Confidential Information" shall have the meaning set forth in Clause 3.3;
- e. "Conflict of Interest" shall have the meaning set forth in Clause 3.2 read with the provisions of the Agreement;
- f. "Dispute" shall have the meaning set forth in Clause 10.2.1;
- g. "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- h. "Government" means the Government of Chhattisgarh; or Govt. of India as the case may be.
- i. "Member", in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and "Members" means all of these entities;
- j. "Personnel" means hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- k. "Party" means the Authority or the Consultant, as the case may be, and Parties means both of them;
- l. "Services" means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- m. "RFP" means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- n. "Sub-Consultant" means any entity to which the Consultant subcontracts any part of the Services; and
- o. "Third Party" means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.
- p. "Authority" means CEO, NRDA, Naya Raipur
- q. "PMC" means Project Management consultant appointed by NRDA, Naya Raipur.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2. The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over other would be as laid down below beginning from the highest priority to the lowest priority:

- a. Agreement;
- b. Annexures of Agreement;
- c. RFP; and
- d. Letter of Award

1.2. Relation between the Parties

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

1.3. Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement; in particular:

- a. the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- b. the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Raipur shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5. Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6. Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7. Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- a. in the case of the Consultant, be given by facsimile and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Faridabad [*name of the place where the Consultant has its registered office*] may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile Consultant may from time to time designate by notice to the Authority;
- b. in the case of the Authority, be given by facsimile and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Raipur it may send such notice by facsimile and by registered acknowledgement due, air mail or by courier; and
- c. any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered.

1.8. Location

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

1.9. Not Used

1.10. Authorized representatives

- 1.10.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.
- 1.10.2. The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

ATTN. OF:

DESIGNATION

ADDRESS :

PHONE

Rajat Kumar

Chief Executive Officer

Naya Raipur Development Authority
Mantralaya, Near Mahanadi Bhavan, Capital
Complex, Sector-19, Naya Raipur 492 002,
Chhattisgarh

+ 91 771 2511500

WEBSITE : www.nayaraipur.com

E-MAIL ADDRESS: ceo@nayaraipur.com

The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

1.11. Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1. Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

2.2. Commencement of Services

The Consultant shall commence the Services within a period of 15 (fifteen) days from the Effective Date, unless otherwise agreed by the Parties.

2.3. Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may terminate the agreement by issuing not less than 2 (two) weeks' notice to the Consultant and declare this Agreement to be null and void.

2.4. Expiration of Agreement

Unless terminated earlier pursuant to Clause 2.9 hereof, this Agreement shall expire when the Services have been completed and a period of 90 (ninety) days has elapsed after all payments due under this Agreement, have been made.

2.5. Entire Agreement

2.5.1. This Agreement and the Annexures together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed as part of this Agreement.

2.5.2. Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6. Modification of Agreement

2.6.1. Modification of the terms and conditions of this Agreement, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.

2.6.2. However, modification in the Terms of Services may be made by NRDA at any stage by giving 30 days prior notice to the consultant. In such a case the fees may be increased or decreased as the case may be on pro rata basis.

2.6.3. In case of delay caused due to any reasons except due to the default of consultant, the period of service agreement may be extended with or without additional fees for which decision of the Authority shall be final and binding on all the parties

2.7. Force Majeure

2.7.1. Definition

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

2.7.2. **No breach of Agreement**

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

2.7.3. **Measures to be taken**

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

2.7.4. **Extension of time**

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

2.7.5. **Payments**

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

2.7.6. Consultation

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

2.8. **Suspension of Agreement**

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9. **Termination of Agreement**

2.9.1. **By the Authority**

The Authority may, by not less than 30 (thirty) days" written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- a. the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b. the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c. the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 10 hereof;
- d. the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- e. any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- f. The Consultant fails to perform the obligation under this agreement to the satisfaction of the Authority;
- g. as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- h. the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2. **By the Consultant**

The Consultant may, by not less than 30 (thirty) days" written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- a. the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 10 hereof within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue;
- b. the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant"s notice specifying such breach;
- c. as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- d. The Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 10 hereof.

2.9.3. **Cessation of rights and obligations**

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant" obligation to permit inspection, copying and auditing of its accounts and records , and any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4. **Cessation of Services**

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable

effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5. Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination; and
- (ii) except in the case of termination pursuant to sub-clauses (a) through (f) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.9.6. Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 10 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1. General

3.1.1. Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2. Terms of Reference

The Terms of Services to be performed by the Consultant are specified in the Terms of Services (the "TOR") at Volume 1 of this Agreement. The Consultant shall provide the deliverables specified therein in conformity with the time schedule stated therein.

3.1.3. Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2. Conflict of Interest

3.2.1. The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement. (Refer Annexure)

3.2.2. 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.

3.2.3. 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.

- 3.2.4. 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.
- 3.2.5. 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.
- 3.2.6. 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.

3.3. Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (“**Confidential Information**”), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Sub- Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub- Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4. Liability of the Consultant

3.4.1. The Consultant’s liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2. Consultant’s liability towards the Authority

The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3. The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority’s property, shall not be liable to the Authority:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (a) the Consultancy Fee set forth in Clause 6.2. of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance

maintained by the Consultant to cover such a liability in accordance with Clause 3.5, whichever of (a) or (b) is higher.

This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.

3.5. Insurance to be taken out by the Consultant

The Consultant shall be responsible to take out and maintain, and shall cause any Sub- Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost but on terms and conditions approved by the Authority, insurance against the risks, and for the coverage's in accordance with good industry practice. The Authority shall not be liable towards any insurance claims by or against the second party and or its sub consultants.

3.6. Not used

3.7. Consultant's actions requiring the Authority's prior approval

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) Substitute / replace any of the members of the Key Personnel listed in Annexure III.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub- Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (c) any other action that may be specified in this Agreement.

3.8. Reporting obligations

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.9. Documents prepared by the Consultant to be property of the Authority

- 3.9.1. All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Authority, and the Consultant shall, not later than termination or expiration of this Agreement, deliver all such documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the Agreement.
- 3.9.2. The Consultant shall not use these documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.10. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1. General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services. The personnel, listed as key professionals submitted along with the RFP Vol, shall only be deployed in the project.

4.2. Approval of Personnel

- 4.2.1. The Personnel listed in Annexure III of the Agreement ("**Key Personnel**") shall not be replaced or substituted at all. In case the replacement is inevitable and is beyond the control of the consultant the substitution shall only be done with the prior approval of the AUTHORITY and subject to the provisions mentioned hereunder.
- 4.2.2. If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at "Section II" of the RFP. the Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within fourteen (14) days of the date of receipt thereof under this Clause 4.2.2, it shall be deemed to have been approved by the Authority.
- 4.2.3. At least THREE Key Personnel must be employees of the Consultant at all the times during the period of this Agreement.
- 4.2.4. Subject to other provisions of this Agreement, no alternative to Key Personnel can be proposed by the Consultant.
- 4.2.5. Maximum of only two Key Personnel can be replaced during the tenure of the assignment with equivalent or higher qualification and experience with prior permission from the Authority
- 4.2.6. Any change in more than two Key Personnel during the tenure of the assignment would attract a one-time penalty of 1% of the Consultancy Fee for the assignment for each such change.
- 4.2.7. Notwithstanding anything contrary contained in this Agreement, the Consultant shall not have the right to substitute Principal Architect of the Project during the tenure of the assignment.
- 4.2.8. The Principal Architect, himself shall be in contact with the Authority during the planning and design period on regular basis so that the process of approval is done in time. For this purpose the Principal Architect and other Key Professionals shall attend meetings, whenever required at NRDA, Naya Raipur or any other place in India as decided by NRDA, Naya Raipur. They shall submit and explain explicitly the analysis, planning and designing aspects through 3D/ Power point and other modes during such presentations as required. The cost of all the above shall be deemed to have been included in the Proposal quoted.
- 4.2.9. The Architect to be deputed in the local office team which shall be deployed at NRDA, Naya Raipur construction site during the execution shall be one, who has been associated with the project during planning and designing stage.

5. OBLIGATIONS OF THE AUTHORITY

5.1. Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2. Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement. The payment shall be made in Indian Rupees.

5.3. Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services;

6. TIME SCHEDULE, DELIVERABLES AND PAYMENT SCHEDULE TO THE CONSULTANT

6.1. Time Period

The period of completion for the project as described in ToR and scope of work and the value of the services as percentage of the initial cost of the Consultant fee shall be as described in clause 6.3.

6.2. Consultancy Fee

6.2.1. Except as may be otherwise agreed under Clause 2.6, the payments under this Agreement shall not exceed the Consultancy Fee specified herein (the “Consultancy Fee”). ***The Parties agree that the Consultancy Fee as detailed in the para 4 of section 1 in the RFP (Volume1) is inclusive of all taxes and inclusive of all out of pocket expenses including the, site visits, expenses of travel, documentation, communication and local office expenses incurred by consultants for carrying out the Services.*** The above amount is excluding applicable service tax.

6.3. In case the consultancy is delayed beyond the project period as mentioned in para 6.2.2. of the volume-II. the fee will be modified with mutual consent of both the parties.

6.3.1. The detailed schedule of payment for shall be:

Stages as per the TOR of section 2	Description of Deliverable	Time Schedule	Payment in % of fees prescribed for architectural services under clause 4.1.1.2 of volume 1	Cumulative payment
Part-I Comprehensive conceptual design				
Stage 1	Submission of Inception report	4 Wks after the signing the agreement	5 % of Consultancy Fee based on the estimated BUA of total requirement given by NRDA	5%
Stage 2	Conceptual design of the entire Naya Raipur Public School and block cost estimates	6 Wks after Stage 1	10 % of Consultancy Fee based on the estimated BUA total requirement given by NRDA	15%
Stage 3	Final Design Plans and phasing plan for entire development and Block cost of estimate of overall project and first phase	4 Wks after Stage 2	15 % of Consultancy Fee based on the BUA total requirement given by NRDA	30%

Part – II Phase 1 development

The detailed schedule of payment for Architectural Works shall be:-

Stages	Description of Deliverable	Time Schedule	Payment in % of fees prescribed for architectural services under clause 4.1.1.2 of volume 1	Cumulative payment

Part – II				
Stage 4:	On approval Preparation of working drawings architectural designs of the buildings, structural designs and working drawings for phase-I development	6 Wks after Stage3 part 1	10 % of Consultancy Fee based on the BUA of Phase-I approved by NRDA	40%
Stage 5	On approval of working drawings for all services for phase-I development	4 Wks after Stage 4 part II	5% of Consultancy Fee based on the BUA of Phase-I approved by NRDA	45 %
Stage 6	On approval cost estimates, rate analysis and Bill of Quantities for phase-I development	4 Wks after Stage 5 part II	5% of Consultancy Fee based on the BUA of Phase-I approved by NRDA	50%
Stage 7	Periodic Supervision	104 Wks after Issue of Work order to the contractor		
A	Issue of Work order to the contractor		6% of Consultancy Fee based on the BUA of Phase-I approved by NRDA	56%
B	After completion of 20% of the work		6% of Consultancy Fee based on the BUA of Phase-I approved by NRDA	62%
C	After completion of 40% of the work		6% of Consultancy Fee based on the BUA of Phase-I approved by NRDA	68%
D	After completion of 60% of the work		6% of Consultancy Fee based on the BUA of Phase-I approved by NRDA	74%
E	After completion of 80% of the work		6% of Consultancy Fee based on the BUA of Phase-I approved by NRDA	80%
F	After completion of 100% of the work		10% of Consultancy Fee based on the BUA of Phase-I approved by NRDA	90%
Stage 8	On submitting Completion Report and Drawings and Issuance of completion /occupancy certificate	4 Wks after (Completion of Stage 7)	10% of Consultancy Fee based on the BUA of Phase-I approved by NRDA	100%

For Master Planning, land development, landscape design, campus infrastructure including roads, pathways, signage, artifacts if any shall be:

Stages	Description of Deliverable	Time Schedule	Payment in % of fees prescribed for Master Planning, land development, landscape design, campus infrastructure including roads, pathways, signage, artefacts under clause 4.1.1.1 of volume 1	Cumulative payment
Part – II Stage 4:	On approval of Detailed designs of the site, landscape details, infrastructure master plan	6 Wks after Stage3 part 1	15 % of Consultancy Fee based on the estimated cost of phase 1 approved by NRDA	15%
Stage 5:	On approval of working drawings for all services for phase-I development	4 Wks after Stage 4 part li	20% of Consultancy Fee based on the estimated cost of phase 1 approved by NRDA	35 %
Stage 6	On approval of detail cost estimates, rate analysis and Bill of Quantities	4 Wks after Stage 5 part II	15% of Consultancy Fee based on the estimated cost of phase 1 approved by NRDA	50%
Stage 7	Supervision during construction phase for development	104 Wks after Issue of Work		

A	Issue of Work order to the contractor	order to the contractor	6% of Consultancy Fee based on the construction contract value of phase 1 approved by NRDA	56%
B	After completion of 20% of the work		6% of Consultancy Fee based on the construction contract value of phase 1 approved by NRDA	62%
C	After completion of 40% of the work		6% of Consultancy Fee based on the construction contract value of phase 1 approved by NRDA	68%
D	After completion of 60% of the work		6% of Consultancy Fee based on the construction contract value of phase 1 approved by NRDA	74%
E	After completion of 80% of the work		6% of Consultancy Fee based on the construction contract value of phase 1 approved by NRDA	80%
F	After completion of 100% of the work		10% of Consultancy Fee based on the construction contract value of phase 1 approved by NRDA	90%
Stage 8	Completion of Services	4 Wks after (Completion of Stage 5)	10% of Consultancy Fee based on the actual value of work done for Phase-I approved by NRDA	100%

Note:

- 5% will be deducted from each of the payments as performance security which will be refunded without interest after three months of successful completion of project subject to conditions enclosed in the service agreement.
- Authority shall deduct taxes at source, from the amounts payable as per applicable laws.
- The Authority would endeavor to provide its comments or approval on documents submitted by the consultant within 15 days from the date of submission. The above timeline is independent of the time that may be required for approval and providing comment on the document submitted.

6.4. Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws, at their cost

7. PERFORMANCE SECURITY, LIQUIDATED DAMAGES AND PENALTIES**7.1. Performance security**

- The Authority shall retain by way of performance Security (the "Performance Security"), 5% (five percent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2 and clause 7.3 herein. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiration of this Agreement pursuant to Clause 2.4 hereof. This shall be in addition to the bid security retained by the authority as performance security.

7.2. Liquidated Damages**7.2.1. Liquidated Damages for delay**

In case of delay in submission of any deliverable, as specified in Annexure 1, liquidated damages, not exceeding an amount equal to 0.2% (zero point two percent) of the Consultancy Fee per week, subject to a maximum of 5% (five percent) of the Consultancy Fee, shall be imposed and shall be recovered from the payments due or by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time may be granted by the Authority

7.2.2. Encashment and appropriation of Performance Security

The Authority 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 in this Clause 7.2.

7.3. Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, beyond that as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action as detailed below including debaring for a specified period may also be initiated.

If major deficiency is significant nature in the services are observed, an additional levy of compensation up to a maximum of 5% of the consultancy fee shall be made on the consultant. In this regard, the decision of Director NRDA, Naya Raipur will be final binding.

8. FAIRNESS AND GOOD FAITH

8.1. Good Faith

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

8.2. Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 10 hereof.

9. OTHER CONDITIONS

9.1 In the event the Authority desires the Consultant to perform such additional services which are not within the Terms of Reference as specified. 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.

9.2 The Authority shall provide to the Consultant documents/ information/ reports as may be required by the Consultant to enable it to provide the Services. The Authority 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 Authority.

9.3 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 the Authority unless otherwise agreed, between the Authority and the Consultant. The Authority as sole owner and shall be entitled to use such intellectual property for the purpose of the Project

Unless otherwise agreed, the Authority 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.

10. SETTLEMENT OF DISPUTES

10.1. SET Amicable settlement

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

10.2. Dispute resolution

- 10.3. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 10.3.
- 10.4. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.
- 10.5. Conciliation
- 10.6. In the event of any Dispute between the Parties, either Party may call upon the Chief Executive Officer NRDA, for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 10.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 10.4. 11.4

10.7. **Settlement of disputes & Arbitration:-**

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the CE (E) in writing for written instruction or decision. Thereupon, the CE (E) shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.
- (ii) If the CE(E) fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the CE(E), the contractor may, within 15 days of the receipt of CE(E) decision, appeal to the Chief Executive Officer who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Executive Officer shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with this decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Chairman NRDA for appointment of arbitrator on prescribed Performa given below, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.
- (iii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chief Executive Officer, NRDA, If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- (iv) It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chief Executive Officer of the appeal. It is also a term of this contract that no person, other than a person appointed by the Chairman NRDA, NRDA as aforesaid, should act as arbitrator and if for any

reason that is not possible, the matter shall not be referred to arbitration at all.

- (v) It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the NRDA shall be discharged and released of all liabilities under the contract in respect of these claims.
- (vi) The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 50,000/-, the arbitrator shall give reasons for the award.
- (vii) It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

Notice for Appointment of Arbitrator

To

Chief Executive Officer
Naya Raipur Development Authority
Capitol Complex, Sector 19, Naya Raipur

Dear Sir,

In terms of Clause 25 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of contract Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to SE for decision
17. Date of receipt of SE's decision
18. Date of appeal to you
19. Date of receipt of your decision.
20. Specimen signatures of the applicant (only the person/authority who signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims.
- 2.
- 3.
- 4.

Yours faithfully, (Signatures)

Copy in duplicate to: 1. Engineer in Charge,

APPLICABLE LAWS

The procedure of selection of consultant as well as the agreement made on the basis of this RFP shall be governed by Indian laws as applicable in India and in the State of Chhattisgarh.

(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.