

REQUEST FOR PROPOSALS, NOVEMBER 2016

APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU)
FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR
DEVELOPMENT AUTHORITY (NRDA)



NAYA RAIPUR, CHHATTISGARH

Press Note

REQUEST FOR PROPOSAL



RFP for Appointment of Project Management unit (PMU) for providing advisory services to NRDA

RFP No.: 6638/R-32/PRJ/NRDA/2016, Naya Raipur Dt: 30/11/2016

Proposals are invited from eligible applicants for the captioned project. The details are below:-

The RFP Documents can be downloaded from the website www.nayaraipur.gov.in. **Last date of Sale of Tender Document 21/12/2016. Last date of receipt of RFP is 21/12/2016 upto 15.00hrs. Date of Opening is 21/12/2016 upto 15.30hrs.** Amendment/Modification in application, if any, will be uploaded only on the website.

Naya Raipur Development Authority

Paryavas Bhawan, North Block, Sector – 19, Naya Raipur,
492 002 Chhattisgarh T: +91.771.251.2500

Chief Executive Officer

Important Date

1.	Date of issuance of Tender Document	29-11-2016
2.	Last Date of sending queries	09-12-2016
3.	Last date of sale of tender document	21-12-2016
4.	Last Date of receipt of RFP (Proposal Due Date)	21-12-2016 Up to 3:00 P.M
5.	Date of Opening of Technical Bid	21-12-2016 at 3:30 P.M

CONTENTS

Volume-I Request for Proposals Document	
1. About Naya Raipur	04
2. Disclaimer	04
3. Location Map of Naya Raipur	07
4. Request for Proposals	08
5. Appendix 1	21
6. Appendix 2	22
7. Appendix 3	24
8. Appendix 4	24
9. Appendix 5	25
10. Appendix 6	27
11. Appendix 7	29
12. Appendix 8	30
13. Appendix 9	31
14. Appendix 10	32
15. Appendix 11	33
16. Appendix 12	35
Volume-II Draft Agreement	36

ABOUT NAYA RAIPUR

Government of Chhattisgarh (GoCG) is developing the first planned city of 21st century named "Naya Raipur" near the present day Capital City of Raipur for the State Capital functions supported by all other function required for sustainable city such as physical and social infrastructure, residential, institutional commercial and industrial developments.

Naya Raipur Development Authority (NRDA) is a special area development authority established by GoCG under the Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973 for development and administration of Naya Raipur.

The city, spread over 95 sq km, will be developed as a destination for a catchment area comprising a population of over 1 crore (within Chhattisgarh state) and shall have a resident base capped at 5.5 lakh. The city is spread over 40 sectors (21 residential, 9 public /semi-public, 5 recreational, 2 industrial, 2 commercial and 1 transport).

DISCLAIMER

I. The RFP document contains two volumes:

Volume -I	Request for Proposals
Volume -II	Draft Agreement

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

III. Though adequate care has been taken in the preparation of the RFP, the Applicant should satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the Chief Executive Office, Naya Raipur Development NRDA (NRDA) immediately before the Proposal due date. If no intimation is received by the NRDA within the date, it shall be deemed that the RFP is satisfied that the Document is complete in all respects.

IV. The RFP is not an agreement or an offer by the NRDA to the prospective Applicants 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 NRDA in relation to the services.

RFP for APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA)

Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. The RFP may not be appropriate for all persons, and it is not possible for the NRDA, 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 Document, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the RFP Document and obtain independent advice from appropriate sources.

- V. Information provided in the RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The NRDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- VI. The NRDA, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in 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.
- VII. The NRDA also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance of any Applicant upon the statements contained in the RFP.
- VIII. The NRDA 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.
- IX. The issue of this RFP does not imply that the NRDA is bound to select an Applicant or to appoint the Successful Applicant and the NRDA reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

RFP for APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA)

- X. The Applicant 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 NRDA or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the NRDA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

REQUEST FOR PROPOSAL

For

APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA)

1. INTRODUCTION

1.1. Assignment

- 1.1.1. Naya Raipur Development Authority ("NRDA" or the "Authority") is developing Naya Raipur as per the provision of the "Naya Raipur Development Plan - 2031".
- 1.1.2. NRDA intends to engage a **Project Management Unit (PMU) for providing advisory services to Naya Raipur Development Authority (NRDA)** for a period of 24 months initially and extendable to another 12 months on satisfactory performance of the successful Bidder and at the sole discretion of the Authority on the same terms and conditions.

1.2. Nodal Officer for Information about the Project

For any additional information pertaining to this RFP, the Manager Project, NRDA (Ph.: 0771-2512095) may be contacted.

2. INSTRUCTIONS TO APPLICANTS

2.1. General Instructions

Naya Raipur Development Authority (the "Authority") is engaged in development of Naya Raipur in Chhattisgarh. As part of this endeavour, the Authority has decided to appoint the consultant to provide advisory services as per scope of this RFP for the development of Naya Raipur. The Authority invites Request for Proposal (RFP) for qualification of interested parties (the "Applicants") who fulfil the eligibility criteria given in section 3 and interested in participating for the Project.

Applicants are required to read the contents of this document carefully and to provide required information, as per the checklist so that capabilities of the Applicants can be fully appreciated and assessed.

2.2. Conflict of Interest

The Applicant for qualification shall be a single entity only.

A Bidder shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Earnest Money Deposit (EMD), as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder may be considered to have a Conflict of Interest that affects the Bidding Process, if:

- (i) The Bidder, its member or Associates (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this ,

RFP for APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA)

indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) A constituent of such Bidder is also a constituent of another Bidder; or
- (iii) Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (iv) Such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other's" information about, or to influence the Bid of either or each other; or
- (v) Such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

2.3. **Deleted**

2.4. **Cost of Bidding**

2.4.1. The cost of RFP document shall be submitted in the form of Demand Draft of an amount equivalent to INR 5000/- (Rupees Five Thousand only) in favour of "CEO, Naya Raipur Development Authority payable at Raipur/ Naya Raipur. The cost of RFP document is non-refundable

2.4.2. **Earnest Money Deposit**

Proposal should necessarily be accompanied by EMD of an amount of INR 1,00,000/- (Rupees One Lakh) in the form of DD in favour of Chief Executive Officer, Naya Raipur Development Authority, of any scheduled bank, payable at Raipur or in the form of a Bank Guarantee as per Appendix 5.

The EMD shall be valid for a period of six months from the Last date of receipt of RFP. EMD submitted by the Successful Applicant, if paid in the form of DD, shall be adjusted with the Performance security. EMD of unsuccessful applicants shall be returned within 2 weeks of selection of the successful applicant and same shall be returned without paying any interest amount.

EMD shall be forfeited in the following cases:

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

2.4.3. **Important Dates**

1.	Date of issuance of Tender Document	29-11-2016
2.	Last Date of sending queries	09-12-2016
3.	Last date of sale of tender document	21-12-2016
4.	Last Date of receipt of RFP (Proposal Due Date)	21-12-2016 Up to 3:00 P.M
5.	Date of Opening of Technical Bid	21-12-2016 at 3:30 P.M

The Authority may, in its sole discretion, extend the Proposed Due Date by issuing a Corrigendum in accordance with Clause 2.6.2 uniformly for all Applicants.

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

2.5. **Deleted**

2.6. **Amendment & Modification of RFP**

2.6.1. At any time prior to the Last date of receipt of RFP, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP by the issuance of Addendum.

In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposed Due Date.

2.6.2. The Authority can issue a Corrigendum for any extension of the Proposal Due Date.

2.6.3. **Queries**

Applicants may send their queries to the Authority in writing before the date as per clause 2.4.3. The envelopes shall be addressed as per Clause 2.8.1 clearly bear the following identification:

"Queries/Request for Additional Information concerning RFP - APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA)"

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 days prior to the Proposal Due Date. The responses will be posted to all such queries on the Official Website.

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

2.6.4. **Clarifications**

(i) To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose.

(ii) If a Bidder does not provide clarifications sought under Sub-Clause (i) above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

2.7. **Format and Signing of Proposal**

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

2.8. **Submission of Bids**

2.8.1. All envelopes shall be addressed to:

**The Chief Executive Officer (CEO)
Naya Raipur Development Authority
ParyavasBhawan, North Block, Sector 19,**

Naya Raipur - 492002, Chhattisgarh
Tel. No. 0771-2512095
Email: Psc1@nayaraipur.com

- 2.8.2. If the envelope is not sealed and marked as instructed above, NRDA assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of NRDA, be rejected.
- 2.8.3. The Applicant is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Applicant's own risk.
- 2.8.4. It shall be deemed that prior to the submission of the Proposal, the Applicant has:
- Made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
 - Received all such relevant information as it has requested from NRDA; and
 - Made a complete and careful examination of the various aspects of the Projects for which the consultancy services are to be provided.
- 2.8.5. NRDA shall not be liable for any mistake or error or neglect by the Applicant in respect of the above.
- 2.9. **Sealing and Marking of Bids**
The Technical Proposal shall contain Envelope 1 should be marked as "Technical Proposal". List of documents to be placed in Envelop 1 are prescribed hereunder –
- 2.9.1. **Envelope 1: "Key Submission"**
- Document fee INR 5,000/- in the form of Bank Draft payable to CEO, Naya Raipur Development Authority payable at Raipur
 - Checklist for submission of RFP (Appendix – 1)
 - Letter comprising the bid (Appendix – 2)
 - Declaration (Appendix – 3 & 4)
 - EMD in the prescribed format as per clause 2.4.2
 - Details of Applicant (Appendix – 7)
 - Power of Attorney for signing of Bid in the prescribed format (Appendix – 8)
 - Certified copy of Certificate of Incorporation
 - Bidder's duly audited balance sheet and profit and loss account for the preceding three years; 2015-16, 2014-15, 2013-2014 or 2014-15, 2013-14, 2012-13
 - A copy of complete bid document & addendum if any along with draft Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney
 - A self-certification from authorized signatory that the applicant has not been blacklisted as per Clause 3.3.3 & 3.3.4.
 - Technical Experience (Appendix – 9)
 - Financial capacity (Appendix – 10)
 - Curriculum Vitae (Appendix – 11)

RFP for APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA)

Proposal should contain information and all the details as prescribed in the RFP for bidder in specified formats along with all supporting document.

2.9.2. **Envelope 2: "Financial Proposal"**

The Bidder shall submit the Financial Proposal in the format specified at Appendix – 12, and seal it in an envelope and mark the envelope as "Envelope 2: **Financial Proposal**". All the envelopes specified above shall be placed in an outer envelope, which shall be sealed. Each of the three envelopes shall clearly bear the following identification:

"Selection of firm for providing PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA)"

2.9.3. It shall clearly indicate the name and address of the Bidder. In addition, the Proposal Due Date should also be indicated on the right hand top corner of each of the envelopes

2.9.4. If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted

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

2.10. **Validity of Bids or Tender**

2.10.1. The Bid or Tender shall be valid for a period of six months from the Last date of receipt of RFP

2.10.2. **Deleted**

2.11. **Deleted**

2.12. **Deleted**

2.13. **Cancellation of Bidding Process and Rejection of Bids**

The Authority reserves the right to cancel the Bidding Process and accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Bid or to give any reasons for their decision.

2.14. **Performance Security**

A Performance Security equivalent to 2% of the total Annual Fee quoted by the Successful Bidder and the same shall be paid by the Selected Bidder in the in the form of

i. DD in favour of Chief Executive Officer, Naya Raipur Development Authority, of any scheduled bank, payable at Raipur

OR

ii. A Bank Guarantee as per Appendix 6.

The same shall be returned after the end of the contract, without any interest and after deducting penalties, if any. It shall be paid by the Successful bidder during the time of Signing of Contract.

2.15. **Sale of RFP Document**

RFP document can be obtained between 1100 hours and 1700 hours on all working days from the Authority i.e. Naya Raipur Development Authority, ParyavasBhawan, North Block, Sector 19, Naya Raipur - 492002, Chhattisgarh as per clause 2.4.3. The document can also be downloaded from the official website of the Authority at www.nayaraipur.gov.in

3. Evaluation Process and Eligibility Criteria

RFP for APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA)

3.1. Opening and Evaluation of Bids

- 3.1.1. Deleted
- 3.1.2. Envelop – 3 (Financial Proposal) of the short listed Applicant only shall be opened after intimation of the date, time and venue of such opening in presence of Shortlisted Applicant or their representatives, who choose to remain present
- 3.1.3. NRDA reserves the right to reject any Proposal not submitted on time and/or which does not contain the information/documents as set out in this RFP document
- 3.1.4. To facilitate evaluation of Proposals, NRDA may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Proposal

3.2. Tests of Responsiveness

- 3.2.1. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
- It is received as per format as per various Appendix
 - It is accompanied by EMD as prescribed
 - It is received by the Proposal Due Date including any extension thereof
 - It is accompanied by the Power(s) of Attorney as specified in Appendix
 - It contains all the information (complete in all respects) as requested in this RFP
 - It contains information in formats same as those specified in this RFP
 - Deleted
 - It does not contain any condition and
 - It is not non-responsive in terms hereof
- 3.2.2. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid
- 3.2.3. The Applicant's competence and capability is proposed to be established by the following parameters:
- Financial Capability in terms of Turnover (the "Turnover"); and
 - Technical Experience of Applicant
- On each of these parameters, the Applicants would be required to meet the eligible criteria as detailed in this Section. The evaluation shall be carried for both the above mentioned parameters. Only those Applicant(s) scoring >70% marks will be short listed for opening of Financial Proposal.

3.3. Minimum Eligibility Criteria

The Applications are invited from consulting firms; meeting the following conditions to apply for the RFP:

3.3.1. Financial Capacity:

The Applicant should have a minimum Average Annual turnover of INR 100.0 crore from Consulting services in India in last three financial years (2014-15, 2013-14 and 2012-13) or (2015-16, 2014-15 and 2013-14);

3.3.2. Technical Experience:

- The Applicant must be a single entity (any kind of consortium is not allowed), and incorporated & registered in India under Companies Act 2013 or Partnership Act 1932 or Limited Liability Partnership Act 2008 and should be in consulting services for a period of not less than 10 years from Proposal Due Date in India; and
- In last 3 years from Proposal Due Date, the bidder should have undertaken at least 2 projects in program management for Infrastructure Development with Central Government or State Governments each of at least 1 year engagement and consulting fees of at least Rs 1.00 Crores.

RFP for APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA)

3.3.3. Team

I. Onsite Team:

The Team shall consist of the following key personnel (the “Key Personnel”) and all the personnel shall be deployed at the office of NRDA:

SI	Position	Minimum Qualification	Minimum Experience
1	Team Leader	Master’s degree in Management/Planning/CFA from a reputed college	10 years of experience in Infrastructure Development consulting assignments
2	Finance Expert	MBA in Finance from a reputed college	5 years of experience in Infrastructure projects
3	Investment promotion Expert	Master’s degree in Management/Communication from a reputed college	3 years of experience in investment promotion and investor’s outreach and hand holding of Government Agencies
4	Consultant – Private Sector Development, Investment analysis and regulatory reform and policy	Master’s degree in Management/ Economics/ Public Policy from a reputed college	3 years of experience in Private Sector Development, Investment analysis and regulatory reform and policy
5	Consultant – Infrastructure Development	Master’s degree in Management/Engineering from a reputed college	3 years of experience in program management projects in Infrastructure Sector

The selected Applicant shall take approval of Curriculum Vitae of key personnel(s) from the Authority before deployment.

II. Subject Matter Experts (SME):

The Authority from time to time may ask to deploy or ask for the services from the SMEs. The man-day cost of SMEs will be calculated based on the monthly fee quoted for the Team Leader in Appendix-12 of this RFP, however the cost of SMEs shall not be considered for the purpose of evaluation under this RFP. The consultant has to take approval of the CV and deploy the SME within 30 days of requirement raised by the Authority. The services from following SMEs may be required:

SI	Position	Minimum Qualification	Minimum Experience
1	Urban Sector Expert	Master’s degree in Management/Engineering/Planning or equivalent from a reputed college	10 years of experience in Urban Development consulting assignments
2	Real Estate Expert	Master’s degree in Management/Engineering/Architecture or equivalent from a reputed college	10 years of experience in Real Estate Development consulting assignments
3	Social Sector Expert	Master’s degree in Social Science/Management/Engineering or equivalent from a reputed college	10 years of experience in Social Sector Development or Social impact assessments consulting assignments
4	Environment Expert	Master’s degree in Environmental Science/Management/Engineering or equivalent from a reputed college	10 years of experience in Environment impact assessments consulting assignments

RFP for APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA)

- 3.3.4. Any entity which has been barred by the Central / State Government in India, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit the Proposal.
- 3.3.5. An Applicant should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such Applicant.
- 3.3.6. While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient.

3.4. Criteria for Evaluation of Bids

3.4.1. Evaluation parameters for Qualification Stage

Only those Bidders who meet the eligibility criteria specified in Clauses 3.3.1 and 3.3.2 above shall qualify for evaluation under this Section 3.4. Bids of firms, who do not meet these criteria, shall be rejected.

3.4.2. Deleted

3.4.3. Deleted

3.5. Technical Experience Evaluation Criteria

3.5.1. Technical Evaluation

S. No.	Criteria	Sub Marks	Max Marks
1	Bidder Credentials & Experience		50
A	Average Annual Turnover for last 3 Financial years (2012-13, 2013-14, 2014-15 OR 2013-14, 2014-15, 2015-16) from Consultancy Services in India. 2 marks for INR 100 crore Turnover, 1 mark for each additional INR 50 crore Turnover up to a maximum of 10 marks.	10	
B	<p>i. In last 3 years, experience in program management for Infrastructure Development with Central Government, State Governments or their undertakings of at least 1 year engagement and consulting fees of at least Rs 1.00 Crores:</p> <ul style="list-style-type: none"> • 1 assignment –2.5 marks • 2 or more assignment - 5 marks <p>ii. In last 3 years, experience in program management for Infrastructure Development with Chhattisgarh State Government or its undertakings of at least 1 year engagement and consulting fees of at least Rs 1.00 Crores:</p> <ul style="list-style-type: none"> • 2 assignments – 5 marks • 3 or more assignments – 10 marks 	15	
C	<p>i. In last 5 years, experience as Lead Consultant/ Knowledge Partner of conducting Investment Promotion Program with Central Government, State Governments or their undertakings:</p> <ul style="list-style-type: none"> • 2 assignments – 5 marks • 3 assignments – 7.5 marks • 4 assignments or more 10 marks <p>ii. In last 5 years, experience as Lead Consultant/ Knowledge Partner of conducting Investment Promotion Program with Chhattisgarh State Government or its undertakings:</p> <ul style="list-style-type: none"> • 1 assignment – 5 marks 	15	
D	In last 7 years, Experience of completed (signing of Concession Agreement) PPP transaction advisory	10	

RFP for APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA)

S. No.	Criteria	Sub Marks	Max Marks
	assignment of over INR 200 crore each in any sector. 4 marks for four assignments, 2 marks each for similar additional assignment up to a maximum of 10 marks.		
2	Key Personnel Credentials		30
A	Team Leader (onsite) Minimum: Master's degree in Management/Planning/CFA from a reputed college with 10 years of experience in Infrastructure Development consulting assignments Preferred: Experience in Chhattisgarh in Infrastructure consulting assignments is preferred.	10	
B	Finance Expert (onsite) Minimum: MBA in Finance from reputed college with 5 years of experience in Infrastructure projects Preferred: Experience in Chhattisgarh in Infrastructure consulting assignments is preferred.	5	
C	Investment promotion Expert (onsite) Minimum: Master's degree in Management/Communication from a reputed college with 3 years of experience in investment promotion and investor's outreach and hand holding of Government Agencies Preferred: Experience in Chhattisgarh in investment promotion and investor's outreach for Infrastructure assignments is preferred.	5	
D	Consultant – Private Sector Development, Investment analysis and regulatory reform and policy Minimum: Master's degree in Management/ Economics/ Public Policy from a reputed college with 3 years of experience in Private Sector Development, Investment analysis and regulatory reform and policy Preferred: Experience in Chhattisgarh in consulting assignments.	5	
E	Consultant – Infrastructure Development (onsite) Minimum: Master's degree in Management/Engineering from a reputed college with 3 years of experience in program management projects in Infrastructure Sector Preferred: Experience in Chhattisgarh in program management projects for Infrastructure assignments is preferred.	5	
3	Project Implementation (Technical Presentation)		20
A	Understanding of the Project	5	
B	Approach and Methodology	15	
Total			100

Applicants have to provide separate credentials against the scoring criteria. For abundant clarity, the applicants can repeat assignments used for establishing eligibility (as per Clause 3.3) for evaluation purpose (as per Clause 3.5.1). However the assignments cannot be repeated during evaluation as per Clause 3.5.1(b), 3.5.1(c) and 3.5.1(d).

- 3.5.2. The Bidders must provide the necessary information relating to Technical Experience as per format at Appendix 9.
- 3.5.3. The Bid must be accompanied by the Audited Annual Reports of the Bidder for financial years; 2015-16, 2014-15, 2013-2014 or 2014-15, 2013-14, 2012-13
- 3.5.4. Deleted.
- 3.5.5. The Bidder must establish a minimum Turnover specified in Clause 3.3.1 and provide details as per format at Appendix 10.
- 3.5.6. The Bidder shall give an undertaking to certify the information relating to technical experience is correct on Non-judicial stamp paper and same shall be notarised.
- 3.5.7. **The Date of Technical Presentation shall be intimated later by the Authority.**

3.6. Deleted

3.7. Short-Listing of Bidders

3.7.1. The Applicants shall be shortlisted on the basis of eligibility criteria specified in clause 3.3 and Technical Experience Evaluation Criteria specified in clause 3.5. Only those Applicants with a technical experience score of ≥ 70 shall be shortlisted for financial evaluation.

3.8. Bid Stage

3.8.1. In the Bid Stage, Financial proposals would be opened only for those Bidders who have been shortlisted as per Clause 3.7.1

3.8.2. QCBS method shall be adopted for selection. Bidder with the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The formula for determining the financial scores is the following: $Sf = 100 \times Fm/F$, in which Sf is the financial score, Fm is the lowest price and F is the price of the proposal under consideration.

3.8.3. The formula for determining the technical score is as follows: $St = T$, in which St is the technical score of the proposal under consideration.

3.8.4. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (Wt = the weight given to the Technical Proposal; Wf = the weight given to the Financial Proposal; $Wt + Wf = 1$) indicated below. The combined score (S) will be calculated as follows:

$$S = St \times Wt + Sf \times Wf.$$

3.8.5. The weights given to the Technical and Financial Proposals are:

$$Wt = 80\%; Wf = 20\%$$

3.8.6. Financial proposal is required to be furnished in the format at Appendix 12 clearly indicating price bid both figures and words and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the price bid indicated in words shall be taken into account.

3.8.7. In the event that two or more Bidders score equal marks as per clause 3.8.5 (the "Tie Bidders"), the Authority shall identify the Selected Bidder with higher technical score as per clause 3.5.1

3.8.8. After selection, a Letter of Award (the "LOA"), shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as mutually agreed.

3.9. Deleted

3.10. Deleted

3.11. Term

3.11.1. The Project shall be awarded initially for a period of 24 months and can be extended for a maximum of another 12 months subject to the Performance of Selected Bidder and on mutually agreed terms at the sole discretion of the Authority.

3.12. NRDA Obligations

3.12.1. 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

RFP for APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA)

3.13. Deleted

3.14. Deleted

3.15. Payment Conditions

- 3.15.1. The Consultant shall quote the monthly professional fee for all the key personnel to be deployed at NRDA as per **Appendix-12** and the same shall include all out of pocket expenses but will be exclusive of service taxes.
- 3.15.2. Payment of fees for the services provided by Selected Applicant shall be made on monthly basis. By 10th day of each month the Selected Applicant shall raise invoice for the monthly fee for the previous month. The Selected Applicant shall maintain monthly attendance log book and same should be submitted to Authority along with monthly invoice. Payment of fees would be made after checking attendance log book and on satisfactory performance of the Selected Applicant. The first monthly fees shall be due & be paid one month after the actual deployment of the staff at Naya Raipur. The fees shall be inclusive of all out of pocket expenses of the personnel deployed and overheads & miscellaneous expenses and profit. It shall also be inclusive of all taxes, surcharges out pocket expenses which may be incurred by the consultant towards local travel, documentation and communication.
- 3.15.3. The services may commence soon after the appointment. The service tax, as applicable shall be paid extra. The taxes shall be deducted at source as per law.

4. Scope of Services for Consultant

4.1. Scope of Services

The PMU will work in tandem with the existing department staff and shall be responsible, amongst others, for the following services:

I. Mandatory Scope of work:

The Scope of work defined in the clauses 4.1.1 to 4.1.3 shall be mandatory for the consultant and the same has to be executed by onsite team as per clause 3.3.3.

4.1.1. Review and Refining of Existing Business Plan

- a) Review and refining of existing business plan and assisting authority in formulating strategies for continued growth of investment in Naya Raipur and making Naya Raipur as the most preferable sustainable liveable city in central India.
- b) Analysis of past financial history, preparation of future cash flows and breakeven analysis and assist the authority in better debt structuring and scheduling.
- c) Assisting authority in pricing and lease structuring of different land banks of the authority.
- d) Identification of new projects which can be taken up on PPP or Non-PPP and can benefit in development of Naya Raipur;
- e) Assisting authority in planning its promotional and branding strategy to showcase different sectors (like – Industries, Education, Healthcare, Entertainment, Recreational, Real Estate) to attract potential investors of Naya Raipur.

4.1.2. Assist Authority in preparation of policy guidelines for allotment of land across various sectors

- a) Identification of requirement of social, Economic and educational institutions in two levels, one sector wise and other over all city wise.
- b) For transparent allotment of land for social, economic and educational purpose, assistance to authority in preparation of individual separate guidelines.
- c) For making the land allotment process efficient assistance to authority in properly defining the process of application and decision.

4.1.3. Bid Process Management and Standardization of Bidding document and Bidding Process

- a) Identification/Structuring of projects for the development of Naya Raipur, preparation of Bid document as per the Standard Model Document of Planning Commission, NHAI or PPP India. As per the suitability and compatibility Standard Model Document of Planning Commission, NHAI or PPP India shall be referred.
- b) Proper structuring of Bid Evaluation Process
- c) Evaluation of Bid documents
- d) Assistance in pre-bid conference
- e) Assistance in preparation of Standard Model Concession Agreement/Lease Agreement/ License Agreement/MOU etc.

RFP for APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA)

- f) Assistance in contract negotiation and signing of concession agreement

NRDA will get all the bid documents and Concession Agreement legally vetted on its own.

II. Additional Scope of work:

The Authority may also ask the Consultant to execute the work defined in clause 4.14 to 4.16, if required and on mutual agreement between the parties, additional manpower shall be deployed to execute such work as per the terms and conditions of this RFP and rates discovered under this RFP.

4.1.4. Post-Award Contract Management in Development Period Stage

Scope of work encompasses Post-Award Contract Management only in Development period stage and it doesn't includes Construction, Operation and Management or Handover stage. It shall include following activities:

- a) Monitor performance with respect to all receipt of all permissions, clearance, land and other condition precedents being met on time.
- b) Assist authority in evaluating concessionaire's financial models for achievement of financial closure in case of PPP Projects.
- c) Assist authority in commencement of building strategic relationships with all stakeholders and other authority officials associated with the project.
- d) Assist authority in managing all public communication activities.
- e) Assist authority in planning contract Management practices.
- f) Assist authority in planning resource management plan of in-house resources, whose responsibilities are associated with the project.

4.1.5. Standard Operating Procedure (SOP) for the Projects and Finance Department of NRDA

- a) Study shall be done to map out systems and procedures to be used in the Projects & Finance Department of NRDA to insure that the workflows are both efficient and economical in terms of time and labour.
- b) The SOP are expected to guide the future operations of the NRDA and shall ensure a well thought out and standardized approach to work flows and prevailing policy and legislation that needs to be adhered to, both internally and externally.
- c) The setup of SOP shall include preparation of comprehensive set of standard documents and forms that can be used.
- d) Preparation of set of documents/ tools on excel for proper monitoring and evaluation of identified and existing ongoing projects.
- e) Three Workshop for each department on monthly basis shall be held with the project team mid-way through the process to check on the accuracy of mapping.

4.1.6. Review of existing Land Disposal Rules (The Chhattisgarh VisheshKshetra (AchalSampattikaVyayan) Niyam, 2008)

- a) Benchmarking of NRDA's disposal rules with other development Authorities in India
- b) Suggest and Assist Authority in modifications of disposal rules on the basis of benchmarking

Other activities as assigned by the Authority

RFP for APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA)

Appendix 1: Checklist for Submission of RFP

S. No.	Enclosures to the RFP	Status (Submitted/ Not Submitted)	Comments, if any
1	Envelop 1& 2 – All put it one Envelope		
Envelope-1			
2	Document fee INR 5,000/- in the form of Bank Draft payable to CEO, Naya Raipur Development Authority payable at Raipur		
3	Checklist for submission of RFP (Appendix – 1)		
4	Letter comprising the bid (Appendix – 2)		
5	Declaration (Appendix – 3 & 4)		
6	EMD in the prescribed format as per clause 2.4.2		
7	Details of Applicant (Appendix – 7)		
8	Power of Attorney for signing of Bid in the prescribed format (Appendix – 8)		
9	Certified copy of Certificate of Incorporation		
10	Bidder's duly audited balance sheet and profit and loss account for the preceding three years; 2015-15, 2014-15, 2013-14 or 2014-15, 2013-14, 2012-13		
11	A copy of complete bid document & addendum if any along with draft Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney		
12	A self-certification from authorized signatory that the applicant has not been blacklisted as per Clause 3.3.4 & 3.3.5.		
13	Technical Experience (Appendix – 9) with supporting documents		
14	Financial capacity (Appendix – 10) with supporting documents		
15	Curriculum Vitae(Appendix – 11)		
16	Any other information as required in RFP		
Envelope - 2			
17	Financial Proposal (Appendix – 12)		

Appendix 2: Format for Covering Letter

Date:

**To,
CEO
Naya Raipur Development Authority (NRDA),
First Floor, Utility Block,
Capitol Complex, Sector -19, Mantralaya,
Naya Raipur - 492002 (C.G.)**

Sub: APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA)

Dear Sir,

1. With reference to your RFP document No. _____ I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices and Annexures is true and correct and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the advisory services to NRDA.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last 3 (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 RFP document, including any Addendum issued by the Authority;
 - b) I/ We do not have any conflict of interest in accordance with Clause 2.2 of the RFP document;
 - c) I/We have not directly or indirectly engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 3.2.6 of the Volume II of this RFP, 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 Clause 3.2.6 of the Volume II of this 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 understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Projects, without incurring any liability to the Bidders, in accordance with Clause 2.13 of the RFP document.
9. I/ We believe that we/ satisfy the Turnover criteria and meet(s) the requirements as specified in the RFP document and are/ is qualified to submit a Bid.
10. I/ We declare that we/ are/ is not a Member of any other firm submitting a Bid for the Project.

RFP for APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA)

11. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security 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.
13. 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.
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
15. Deleted
16. Deleted
17. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
18. I/We have studied all the Bidding Documents carefully and also surveyed the Project Site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of contract.
19. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / is not awarded to me/us or our Bid is not opened.
20. The power of attorney for signing of Bid is as per format provided in the RFP enclosed.
21. I/ We hereby confirm that we are in compliance of/ shall comply with the requirements of APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA).
22. I/we agree and undertake to abide by all the terms and conditions of the RFP document.
23. Deleted
24. Deleted
25. I/We agree and undertake to be liable for all the obligations of the Agreement.

In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,
(Signature of the Authorised Signatory)
(Name and designation of the Authorised signatory)

Date:

Place:

Appendix 3: Important Instructions to Applicants Who has Downloaded the RFP Document from Website

The Applicant, who has downloaded the RFPs from the web, should read the following important instructions carefully before actually quoting the rates and submitting the RFP documents:-

1. The Applicant should see carefully and ensure that the complete RFP document as per the index given.
2. The printout of RFP document should be taken on A4 paper only and the printer settings etc. are such that document is printed as appearing in the web and there is no change in formatting, number of pages etc.
3. The Applicant should ensure that no page in the down loaded RFP document is missing.
4. The Applicant should ensure that all pages in the down loaded RFP document are legible and clear and are printed on a good quality paper.
5. The Applicant should ensure that every page of the downloaded RFP document is signed by Applicant (Authorised Signatory).
6. The Applicant should ensure that the downloaded RFP document is properly spiral bound, numbered and sealed before submitting the same.
7. The Applicant shall furnish a declaration to this effect that no addition/deletion/ corrections have been made in the RFP document submitted and it is identical to the RFP document appearing on Web site.
8. The Applicant should read carefully and sign the declaration given on the next page before submitting the RFP.
9. The cost of RFP should be submitted along with the EMD as detailed in RFP.

CEO, NRDA

Appendix4: Declaration

(To be given by the Applicant who has downloaded the RFP from the Website)

It is to certify that:

1. I / We have submitted the RFPs in the Performa as downloaded directly from the Website and there is no change in formatting, page numbering etc.
2. I / We have submitted RFP documents which are same / identical as available in the website.
3. I / We have not made any modifications / corrections / additions /deletions etc. in the RFP documents downloaded from web by me / us.
4. I / We have checked that no page is missing and all pages as per the index are available & that all pages of RFP document submitted by us are clear and legible.
5. I / We have signed (Authorised Signatory) all the pages of the RFP document before submitting the same.
6. I / We have sealed the RFP documents by Wax /Adhesive tape properly before submitting the same.
7. I / We have submitted the cost of RFP along with the EMD and all Credentials.
8. I / We have read carefully and understood the important instructions to all Applicants who have downloaded the RFPs from the web.
9. In case at any stage later, it is found that there is difference in my/our downloaded RFP documents from the original, NRDA shall have the absolute right to take any action as deemed fit without any prior intimation to me / us.
10. In case at any stage later, it is found that there is difference in my/our downloaded RFP documents from the original, the Proposal / work will be cancelled and Earnest Money / Performance guarantee/ Security Deposit will be forfeited at any stage whenever it is so noticed. NRDA will not pay any damages to me / us on this account.

Dated:

Address:

Phone No:

(Applicant)

Appendix 5 - Format of Bank Guarantee for Earnest Money Deposit (EMD)

B.G. No.

Dated:

1. In consideration of you, Chief Executive Officer, Naya Raipur Development Authority, having its office at Capitol Complex, Sector-19, Naya Raipur – 492002, Chhattisgarh (hereinafter referred to as the “NRDA”, which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns) having agreed to receive the Tender of and having its office at _____ and acting on behalf of the Tendered (hereinafter referred to as the Tenderer” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), “**APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA)**” in Naya Raipur (hereinafter referred to as “the Project”) pursuant to the Tender Document no..... Dated..... issued in respect of the Project and other related documents (hereinafter collectively referred to as “Tender Documents”), we [Name of the Bank] having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Tenderer, do hereby in terms of the Tenderer Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP Document by the said Tenderer and unconditionally and irrevocably undertake to pay forthwith to NRDA an amount of INR /- (Indian Rupees only) as Earnest Money Deposit (hereinafter referred to as the “Earnest Money Deposit”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Tenderer if the Tenderer shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Tender Documents
2. Any such written demand made by NRDA stating that the Tenderer is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Tenderer or any other person and irrespective of whether the claim of NRDA is disputed by the Tenderer or not merely on the first demand from NRDA stating that the amount claimed is due to NRDA by reason of failure of the Tenderer to fulfil and comply with the terms and conditions contained in the Tender Documents including failure of the said Tenderer to keep its Tender open during the Tender validity period as set forth in the said Tender Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR (Indian Rupees only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 240 (Two hundred and forty) days from the Tender Due Date or for such extended period as may be mutually agreed between NRDA and the Tenderer, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that NRDA shall be the sole judge to decide as to whether the Tenderer is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents including, inter alia, the failure of the Tenderer to keep its Tender open during the Tender validity period set forth in the said Tender Documents, and the decision of NRDA that the Tenderer is in default as aforesaid shall be final and binding on us, notwithstanding any differences between NRDA and the Tenderer or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Tenderer or the Bank or any absorption, merger or amalgamation of the Tenderer or the Bank with any other person.
7. In order to give full effect to this Guarantee, NRDA shall be entitled to treat the Bank as the principal debtor. NRDA shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Documents or to extend time for submission of the Tenders or the Tender validity period or the period for conveying acceptance of Letter of Award by the Tenderer or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Tender Documents by the said Tenderer or to postpone for any time and from time to time any of the powers exercisable by it against the said Tenderer and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Documents or the securities available to NRDA, and the Bank

RFP for APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA)

shall not be released from its liability under these presents by any exercise by NRDA of the liberty with reference to the matters aforesaid or by reason of time being given to the said Tenderer or any other forbearance, act or omission on the part of NRDA or any indulgence by NRDA to the said Tenderer or by any change in the constitution of NRDA or its absorption, merger or amalgamation with any other body or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for NRDA to proceed against the said Tenderer before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which NRDA may have obtained from the said Tenderer or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of NRDA in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. The Bank Guarantee number _____, dated shall be operative at Raipur/ Naya Raipur and if invoked, be encashable at (name of bank and its branch in Raipur/ Naya Raipur and branch code).

Signed and Delivered by

By the hand of Mr./Ms _____, its _____ and authorized official.

**(Signature of the Authorised Signatory)
(Official Seal)**

Appendix 6 - Form of Performance Security (Bank Guarantee)

To,
CEO
Naya Raipur Development Authority (NRDA)
Capitol Complex,
Sector-19,
Raipur – Chhattisgarh

WHEREAS _____ [Name and address of the Law Firm] (hereinafter called "the Firm") has undertaken, in pursuance of RFP no. _____/Fin/NRDA/2015 Raipur, dated _____/08/2015 to provide the services on terms and conditions set forth in the Draft Contract under above mentioned Request for Proposal document for **APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA).**

AND WHEREAS it has been stipulated by you in the said Contract/RFP that the Firm shall furnish you with a Bank Guarantee by a Scheduled Nationalized Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract/RFP.

AND WHEREAS we _____ (Name and address of the bank) have agreed to give the firm such a bank Guarantee.

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Firm up to a total of _____ [amount of Guarantee] _____ [in words], such sum being payable in indian Rupees, and we undertake to pay you such amount in favour of CEW, NRDA, through our branch operable at Raipur at _____ (provide the address of the branch at Raipur) and if invoked, be encashable at _____ (address and code no. of branch at Raipur) of _____ bank, upon your first written claim or demand, and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to INR _____ (Rupees _____ in words) and the guarantee shall remain valid till _____ that is until 850 days from the date of Signing of this Agreement (letter no _____ dated _____) issued to the Firm, Unless a claim or a demand or a request for extension in writing is made upon us on or before _____ [date] before _____ [Indian standard time] all our liability under this guarantee shall cease to be in effect in all respects whether or not the original bank guarantee is returned to us.

This guarantee shall be extended/renewed, before the expiry of this Bank Guaranty, if required, for a period up to 3 months from the date of completion of assignment by the Firm.

This Bank Guaranty no. _____ dated _____ shall be operative at Raipur and if invoked, be encashable at the _____--[name of the bank and its branch at Raipur], branch code no. _____

RFP for APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA)

Signature and Seal of the Guarantor _____

Name and Designation _____

Name and Seal of the Bank _____

Address _____

Date _____

In presence of

1. _____

(Name, Signature & Occupation)

2. _____

(Name, Signature & Occupation)

Appendix 7 - Details of Applicant

1. Applicant Details
 - a. Name of the Firm
 - b. Constitution of the Firm
 - c. Address of the registered and corporate office(s) (incl. Tel Number)
 - d. Date of incorporation and/or commencement of business
 - e. Company Registration no.
 - f. PAN of the Firm
 - g. Service tax registration No.
 - h. Years of experience in Consulting services in India:

2. Details of individual(s) who will serve as the point of contact / communication for NRDA with the Applicant:
 - a. Name:
 - b. Designation:
 - c. Company/Firm:
 - d. Address:
 - e. Telephone number:
 - f. E-mail address:
 - g. Fax number:
 - h. Mobile number:

Note: Notarised copies of following documents to be enclosed:

- I. PAN
- II. Certificate of incorporation and commencement of business OR certificate of registration

Signature of Applicant (Authorised Signatory)

**Appendix 8 - Power of Attorney for Signing of Bid
(On a Non-Judicial Stamp Paper of INR 100 duly attested by notary public)**

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 **"APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA)"** 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 bid for the proposed or being developed by Naya Raipur Development Authority (the "Authority") including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders' 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 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 bid for the said Project and/or upon award thereof to us and/or till the entering into of the 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, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)
(Accepted)
(Signature)

(Name, Title and Address of the Attorney)

Appendix 9 - Format for Technical Experience

(To be filled for each service provided)

	Firm's name:	
1.	Assignment/job name	
1.1	Description of Project	
1.2	Approx. value (contract)	
1.3	Country	
1.4	Location within country	
1.5	Duration of Assignment/job (months)	
1.6	Name of Employer	
1.7	Address	
1.8	Total No. of staff-months of the Assignment/job	
1.9	Approx. value of the Assignment provided by the firm under the contract (in INR)	
1.10	Start date (month/year)	
1.11	Completion date (month/year)	
1.12	Name of associated Consultants, if any	
1.13	No. of professional staff-months provided by associated Consultants	
1.14	Name of senior professional staff of the firm involved and functions performed	
1.15	Description of actual Assignment/job provided by your staff within the Assignment/job:	

Signature of the Authorized Signatory
Seal of the firm

This is to certify that the above information has been examined by us on the basis of relevant documents & other relevant information and the information submitted above is as per record and as per details of documents annexed herewith.

Signature and Seal of
Chartered Accountant/Statutory Auditor

RFP for APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA)

Note: Supporting Document without which the above experience shall not be considered for evaluation:

- a) Client Agreement/Client Experience Certificate of Eligible project reflecting the client detailing the name of assignment, nature of work, date of start and completion of service, Project cost and Consulting Fee wherever applicable;
- b) In case, Client is a non-government body/undertaking consulting fee and duration has to be certified by Statutory Auditor /Chartered Accountant for Eligible project(s)

Appendix 10 - Financial Capacity of the Bidder

Name of Applicant

Average Annual turnover from Consulting Services through Sale/leasing of Real estate Project:

S. No.	Year	Turnover (INR Cr)
1	2012-13	
2	2013-14	
3	2014-15	
4	2015-16	
Average Annual Turnover for the past 3 Financial Years (2012-13, 2013-14 and 2014-15) or (2013-14, 2014-15 and 2015-16)		

Signature of the Authorized Signatory
Seal of the firm

This is to certify that the above information of M/s _____ has been examined by us on the basis of relevant documents & other relevant information and the information submitted above is as per record and as per details of documents annexed herewith.

Signature and Seal of
Chartered Accountant/Statutory Auditor

Note: The Applicant shall submit Audited Annual Accounts in support of the financial data.

Appendix 11- Curriculum Vitae

1.	Proposed Position			
2.	Name of Firm:			
3.	Name of Staff:			
4.	Date of Birth			
5.	Nationality			
6.	Education			
Name of Institution		Degree(s) or Diploma(s) obtained:	Date	
7.	Membership in Professional Associations/ Trainings attended			
8.	Countries of Work Experience:			
9.	Languages			
Language		Reading	Speaking	Writing
10.	Employment Record:			
FROM:			TO :	
EMPLOYER				
POSITION/S HELD				
11.	Work Undertaken that Best Illustrates Capacity to Handle the Tasks Assigned			
Name of assignment or project:				
Year:				
Location:				
Client:				
Main project features:				
Position/s held:				
Activities Performed:				
12.	Certification			
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.				
Date:				
Full name of authorized representative:				

**Financial Proposal to be submitted in Separate Envelope
(Envelope - 2)**

Appendix 12 - Format for Financial Proposal
(On the letterhead of the Applicant)

[Location, Date]

FROM: [Name of Applicant]

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

To

The Chief Executive Officer (CEO)
Naya Raipur Development Authority
Mantralaya, Near Mahanadi Bhavan,
Capital Complex, Sector-19,
Naya Raipur 492 002, Chhattisgarh

Sub: "APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA)"

Dear Sir,

We, the undersigned, having gone through this RFP document and Draft Agreement and having fully understood the scope of services, as set out in this RFP document, offer to provide the services for the above in accordance with your RFP.

Our Financial Proposal for monthly professional fee for the Key Personnel to be deployed at NRDA office is as per below:

S. No.	Key Personnel	Monthly Fee (INR)
1	Team Leader	
2	Finance Expert	
3	Investment Promotion Expert	
4	Consultant – Private Sector Development, Investment analysis and regulatory reform and policy	
5	Consultant – Infrastructure Development	
Total Monthly Fee		

The Monthly Fee quoted above is inclusive of all taxes, surcharges out pocket expenses which may be incurred by us towards local travel, documentation and communication. The service tax, as applicable shall be paid extra by NRDA. The taxes shall be deducted at source as per law.

If our Bid is found seriously unbalanced in relation to the market rate or Authority's estimate of the cost to be performed under the Contract, the Authority may require us to produce detailed analysis, to demonstrate the internal consistency of those prices with the Good Industry Practice. In case if our bid, is found unrealistically higher than estimate and which could not be substantiated satisfactorily by the us, it may be rejected as non-responsive.

Yours Sincerely,
Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Seal of Firm:
Address

RFP for APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA), Naya Raipur

Volume II

**General Conditions of Contract
(Draft Service Agreement)**

RFP for APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA)

DRAFT AGREEMENT

This Agreement (the "Agreement") is made at Naya Raipur (Chhattisgarh) on this _____ day on _____.

BY AND BETWEEN:

NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA), a body constituted under the Nagar Tatha Gram Nivesh Adhinyam-1973 (No. 23, Year-1973), having its Head Office at Near Mahanadi Dwar, Mantralaya, DKS Bhawan, Raipur (hereinafter referred to as "NRDA" which expression shall, unless repugnant to the context or meaning thereof, include its include it's administrators and assigns) of the First Part

AND

_____, a firm constituted under the provisions of the _____ and having its registered office at _____, (hereinafter referred to as the "Firm" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Second Part.

NRDA and Firm are collectively referred to as "Parties" and individually as "Party".

General Condition of Contract

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) "Authority" means CEO, NRDA, Naya Raipur
- b) "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;
- c) "Agreement" means this Agreement, together with all the Annexure;
- 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 11.2.1;
- g) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- h) "Firm" means Consultant appointed by NRDA, Naya Raipur;
- i) "Government" means the Government of Chhattisgarh; or Govt. of India as the case may be.
- j) Deleted;
- k) "Personnel" means hired by the Consultant as employees and assigned to the performance of the Services or any part thereof;
- l) "Party" means the Authority or the Consultant, as the case may be, and Parties means both of them;
- m) "Services" means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- n) "RFP" means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- o) "Third Party" means any person or entity other than the Government, the Authority, and the Consultant.

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. Annexure 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 Firm shall be as set forth in the Agreement; in particular:

- a. The Firm shall carry out the Services in accordance with the provisions of the Agreement; and
- b. The Authority shall make payments to the Firm 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 Firm, a notice be given by facsimile or by letter delivered by hand to the address given and marked for attention of the Firm's Representative set out below in Clause 1.10 or to such other person as the Firm may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside **[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, by air mail or by courier, be sent by facsimile, firm may from time to time designate by notice to the Authority;
- b. In the case of the Authority, be given a notice by facsimile or 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 firm ; provided that if the firm does not have an office in Raipur it may send such notice by facsimile and by registered acknowledgement due, by 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 by the firm in accordance with the provisions of RFP and at such locations as decided by the authority time to time, including the offices of the firm

1.9. Deleted

RFP for APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA)

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 firm, as the case may be, taken or executed by the officials specified in this Clause 1.10.

For Authority:	
Designation	Chief Executive Officer
Address	Naya Raipur Development Authority Mantralaya, Near Mahanadi Bhavan, Capital Complex, Sector-19,Naya Raipur 492 002, Chhattisgarh
Phone	+ 91 771 2511500
Website:	www.nayaraipur.gov.in
E-Mail Address:	ceo@nayaraipur.com

For Firm/Consultant:	
Designation	
Address	
Phone	
Website:	
E-Mail Address:	

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 same as per Clause 1.10.1.

1.11. Taxes and duties

Unless otherwise specified in the Agreement, the firm 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 i.e. with 15 days of issuance of LOA (the "Effective Date").

2.2. Commencement of Services

The firm 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 firm 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 firm 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 Annexure 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 firm 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 firm.
- 2.6.3. In case of delay caused due to any reasons except due to the default of firm, 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 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 fulfil 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 fulfil its obligations hereunder with a minimum of delay.

RFP for APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA)

- 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. Deleted

2.8. Consultation

Not later than 30 (thirty) days after the firm 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.

2.9. Suspension of Agreement

The Authority may, by written notice of suspension to the firm, suspend all payments to the firm hereunder if the firm 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 firm to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the firm of such notice of suspension.

2.10. Termination of Agreement

2.10.1. By the Authority

The CEO, NRDA may, by not less than 30 (thirty) days' written notice of termination to the firm, such notice to be given after the occurrence of any of the events specified in this Clause 2.10.1, terminate this Agreement if:

- a. the firm 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; the firm 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;
- b. the firm fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 11 hereof;
- c. the firm submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the firm knows to be false;
- d. any document, information, data or statement submitted by the firm in its Proposals, based on which the proposed client was considered eligible or successful, is found to be false, incorrect or misleading;
- e. The firm fails to perform the obligation under this agreement to the satisfaction of the Authority;
- f. as the result of Force Majeure, the firm is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- g. the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.10.2. By the Firm

The Firm 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 Firm pursuant to this Agreement and not subject to dispute pursuant to Clause 11 hereof within 45 (forty-five) days after receiving written notice from the firm 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 Firm may have subsequently granted in writing) following the receipt by the Authority of the Firm's notice specifying such breach;
- c. as the result of Force Majeure, the Firm 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 11 hereof.

2.10.3. 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 Firms' 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.

2.11. 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 firm 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 Firm and equipment and materials furnished by the Authority, the Firm shall proceed as provided respectively by Clauses 3.7 or 3.8 hereof.

2.11.1. Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.10.1 or 2.10.2 hereof, the Authority shall make the following payments to the Firm (after offsetting against these payments any amount that may be due from the Firm to the Authority):

- i. Monthly Fee 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 2.10.1 hereof.

2.11.2. Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.10.1 or in Clause 2.10.2 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 11 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 Firm

3.1 General

3.1.1. Standards of Performance

The Firm 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 Firm 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-Agent or Third Parties.

3.1.2. Terms of Reference

The Terms of Services to be performed by the Firm are specified in the Terms of Services (the "TOR") at Volume1 of the RFP Document.

3.1.3. Applicable Laws

The Firm shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that the Personnel of the Firm, comply with the Applicable Laws.

3.1.4. Deleted

3.2 Conflict of Interest

3.2.1 The Firm shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement. (Refer Guidance Note on Conflict of interest)

3.2.2 Prohibition of conflicting activities

The Firm or the Personnel 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 Deleted

3.2.4 The Firm 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 Firm, without being liable in any manner whatsoever to the Consultant, if it determines that the Firm has, directly or indirectly, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority

RFP for APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA)

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 3.2.4 above and the other rights and remedies which the Authority may have under this Agreement, if the Firm is found by the Authority to have directly or indirectly, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Firm 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, 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 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 Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Firm, its Personnel 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 Firm, its 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 Firm 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 Firm, its Personnel or either of them may disclose Confidential Information to the extent that such Confidential Information:

RFP for APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA)

- i. was in the public domain prior to its delivery the Personnel of the Firm or becomes a part of the public knowledge from a source other than the Firm;
- 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 Personnel 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 Firm or Personnel, as is reasonable under the circumstances; provided, however, that the Firm or its Personnel, 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 Firm

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

3.4.2 Firm liability towards the Authority

The Firm 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 Deleted:

3.5 Deleted

3.6 Firm action requiring the authority prior approval

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

- a) 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
- b) Any other action that may be specified in this Agreement.

3.7 Reporting obligations

The Firm 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.

3.8 Documents prepared by the Firm to be property of the Authority

3.8.1 All plans, specifications, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Authority, and the Firm shall, not later than termination or expiration of this Agreement, deliver all such documents to the Authority, together with a detailed inventory thereof. The Firm may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the Agreement.

4 Deleted

5. Obligations of the Authority

5.1

- a. Deleted
- b. issue to officials, agents and representatives of the Government all such instructions as

RFP for APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA)

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 Firm under this Agreement, the Authority shall make to the Firm such payments and in such manner as is provided in Clause 6 of this Agreement. The payment shall be made in Indian Rupees.

5.2.1 Deleted

5.3 Access to land and property

The Authority warrants that the firm 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. Payment Schedule of the Firm

6.1. Payment of fees for the services provided by Selected Applicant shall be made on monthly basis. By 10th day of each month the Selected Applicant shall raise invoice for the monthly fee for the previous month. The Selected Applicant shall maintain monthly attendance log book and same should be submitted to Authority along with monthly invoice. Payment of fees would be made after checking attendance log book and on satisfactory performance of the Selected Applicant. The first monthly fees shall be due & be paid one month after the actual deployment of the staff at Naya Raipur. The fees shall be inclusive of all out of pocket expenses of the personnel deployed and overheads & miscellaneous expenses and profit. It shall also be inclusive of all taxes, surcharges out pocket expenses which may be incurred by the consultant towards local travel, documentation and communication.

6.2. The services may commence soon after the appointment. The service tax, as applicable shall be paid extra. The taxes shall be deducted at source as per law.

6.3. Currency of payment

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

7. Performance Security

7.1 Performance Security

7.1.1 A Performance Security equivalent to 2% of the total Annual Fee quoted by the Successful Bidder and the same shall be paid by the Selected Bidder in the in the form of DD (validity 3 months) in favour of Chief Executive Officer, Naya Raipur Development Authority, of any scheduled bank, payable at Raipur or in the form of a Bank Guarantee as per Appendix 6. The same shall be returned after the end of the contract, without any interest and after deducting penalties, if any. It shall be paid by the Successful bidder during the time of Signing of Contract.

7.1.2 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 Firm in the event of breach of this Agreement.

8. Category of SLAs

The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following paragraphs are applicable for the duration of the Agreement for the 'Penalty and same shall be calculated on a quarterly basis.

The penalty for various delays and deficiencies in Consulting Services will be as follows:

RFP for APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA)

8.1 Service Level for onsite team for Consulting Services:

- i. If the successful Applicant is unable to deploy any of the team within a period of 15 (fifteen) days from the Effective Date, unless otherwise agreed by the Parties, a penalty at the rate of 1% per week of the Monthly Fee will be levied for a maximum period of eight weeks. If the deployment is not completed even within this eight-week period, then the agreement will be liable for termination, in part or whole, at the discretion of NRDA and at the risk and cost of the Selected Applicant;
- ii. Replacement of resources within one year from the date of such deployment, unless otherwise agreed by the Parties, shall not be allowed. The replacement of resource by Selected Applicant will be allowed (with penalty) only in case, the resource leaves the organization by submitting resignation with the present employer or physically unfit;
- iii. The replaced resource will be accepted by the NRDA only if he fulfils the required the criterion mentioned in this RFP and is found suitable to the satisfaction of the NRDA. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the NRDA. The Selected Applicant shall be allowed a maximum of 15 days to replace the resource;
- iv. The penalty per resource would be imposed in case of exit/ replacement of more than 1 resource from the Assignment within below mentioned period starting from the date of deployment of respective resource:
 1. within 6 Months: INR 75,000 (Rupees Seventy Five Thousand) per resource; and
 2. from 6 months to 1 Year- INR. 50,000 (Rupees Fifty Thousand) per resource.
- v. After expiry of 15 calendar days of exit, a penalty of INR 3000 per working day per resource will also be imposed till suitable replacement is not being provided by the Selected Applicant;

8.2 Penalty for absence:

- i. Selected Applicant shall maintain monthly attendance log book and same should be submitted to Authority along with the monthly invoice. In the case of absence (apart from allowed leaves) of a resource during Assignment period, no payment will be made for the days a resource is absent (Per day payment will be calculated by dividing Monthly Retainer Fee by number of working days in that Month and Number of key personnel deployed);
- ii. Fraction of a day in reckoning period in supplies shall be eliminated if it is less than half a day;
- iii. Penalty would be deducted from the applicable payments;
- iv. A key personnel can avail maximum 18 leaves per year on pro-rata basis;
- v. Resource shall get prior approval of NRDA before leaving Raipur.

8.3 Limitation of Penalties

After Starting of the work and services the maximum penalty should be levied as described below:

- i. The total deduction should not exceed 30% of the total Annual Fee for the services/supply.
- ii. If Selected Applicant fails to deliver the services in stipulated time-frame on account of any reasons will be deemed to be an event of default and termination. This shall be governed by the terms & conditions the Agreement.

9. Fairness and Good Faith

9.1 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.

9.2 Operation of the Agreement

RFP for APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA)

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 11 hereof.

10. Other Conditions

- 10.1 In the event the Authority desires the Firm to perform such additional services which are not within the Terms of Reference as specified. The Firm shall agree to perform such Additional Services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.
- 10.2 The Authority shall provide to the Firm documents/ information/ reports as may be required by the Firm to enable it to provide the Services. The Authority undertakes and agrees to furnish to the Firm 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.

11. Settlement of Disputes

11.1 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.

11.2 Dispute resolution

- 11.2.1. 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 11.3.
- 11.2.2. 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.

11.3 Conciliation

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 11.2.1 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 11.4.

11.4 Arbitration

- 11.4.1. Any Dispute which is not resolved amicably within 30 days, the same shall be referred to the sole arbitration mutually appointed by NRDA and the Firm, whose decision shall be final and binding on both the Parties. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 ("Arbitration Act").
- 11.4.2. The place of arbitration shall ordinarily be Raipur but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

12. Applicable Laws

RFP for APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA)

The procedure of selection of Firm 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.

IN WITNESSES WHEREOF the Parties here to have set their respective hands the day and year first hereinabove written,

For, NAYA RAIPUR DEVELOPMENT AUTHORITY
Chief Executive Officer,

For, _____

In presence of:

1. Signature

2. Signature

Name _____

Name _____

(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.

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 them 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. 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.
6. 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.
7. 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.
8. 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.



Naya Raipur Development Authority

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