

# REQUEST FOR PROPOSAL

## SELECTION OF ENGINEERING SURVEY SUPPORT CONSULTANT FOR LANDSURVEY AND ALLIED WORKS IN NAYA RAIPUR

RFP No.: 107 /SC LS/RFP/ DGM-P /CE(E)/NRDA/2016-17, NayaRaipur, Dated 29/09/2014



### **NAYA RAIPUR DEVELOPMENT AUTHORITY**

Paryavas Bhawan, North Block, Sector- 19, Naya Raipur- 492 002, Chhattisgarh.

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

Website: [www.nayaipur.com](http://www.nayaipur.com), E-mail: [ceo@nayaipur.com](mailto:ceo@nayaipur.com)

## Data Sheet

| S.No. | Item  | Description  |
|-------|---|--|
| 1.    | Type Of Technical Proposal  | QCBS, Quality cum Cost based Selection   |
| 2.    | Last Date of Receipt of pre-proposal Query  | <b>Date: 07.10.2016 ; Time: 12.00 hrs</b>  |
| 3     | Last date and time of Submission of Proposal (Proposal Due Date)                                  | <b>Date: 20.10.2016 ; Time: 15.00 hrs</b>  |
| 4.    | Opening Of Technical Proposal   | <b>Date: 20.10.2016 ; Time: 16.30 hrs</b>  |
| 5.    | Date Of Opening of Financial Proposals  | To be intimated later  |
| 6.    | Duration of Services:   | 3 Years Extendable for next 2 years  |
| 7.    | A non-refundable processing fee & Earnest Money Deposit   | <p>a. Non-refundable processing fee: A crossed demand draft of Rs 5000(Rupees Five Thousand Only) is required to be enclosed Drawn in favor of CEO, Naya Raipur Authority (NRDA) on any scheduled bank, payable at Raipur, Chhattisgarh.</p> <p>b. EMD: Rs. 25,000/- (Rupees Twenty Five Thousand Only) in the form of DD drawn on Nationalised/ Scheduled bank in favour of "Chief Executive Officer, Naya Raipur Development Authority Payable at Raipur."</p> |
| 8.    | Validity of Proposal  | 180 days from due date of submission of proposal.  |
| 9.    | Representative/ Contact Person Of NRDA  | The chief Engineer (Engineering) Naya Raipur Development Authority (NRDA) Paryavas Bhawan, Sector-19, Naya Raipur , Chhattisgarh Tel No: + 91 771 4066011; Fax No.: +91 771 4066188 E-mail: ceo@nayaraipur.com, Website: www.nayaraipur.com  |
| 10.   | Name and Address Where Queries/correspondence concerning this request for proposal is to be sent. | The Chief Executive Officer (CEO) Naya Raipur Development Authority (NRDA) Paryavas Bhawan, Sector-19, Naya Raipur , Chhattisgarh Tel No: + 91 771 4066011; Fax No.: +91 771 4066188 E-mail: ceo@nayaraipur.com, Website: www.nayaraipur.com   |
| 11.   | Address where Bidders must submit proposal at the   | The Chief Executive Officer (CEO) Naya Raipur Development Authority (NRDA) Paryavas Bhawan, Sector-19, Naya Raipur , Chhattisgarh Tel No: + 91 771 4066011; Fax No.: +91 771 4066188 E-mail: ceo@nayaraipur.com, Website: www.nayaraipur.com   |

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## 1. DISCLAIMER

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

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

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

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

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

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

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

## 2. INVITATION AND SCHEDULE OF BIDDING PROCESS

Government of Chhattisgarh (GoCG) is developing "Naya Raipur" near the City of Raipur for the State Capital functions. All other functions required for a sustainable city such as physical and social infrastructure, residential, institutional, commercial and recreational along with industries are planned for development.

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

NRDA has prepared and notified a master plan for development of the city namely "Naya Raipur Development Plan - 2031" under the Act, 1973. The development plan, inter alia prescribes the land uses of different sectors to be developed in the city. NRDA has already prepared master plan for various infrastructure services such as water supply, sewerage, drainage, roads, communication, power supply etc. The master plan of the city divides the city in sectors and the city is envisaged to be developed in phases.

NRDA also undertake in-house various planning tasks such as Area planning, sector planning, village development plans, Modifications in Development plans, Development codes and prepare various development policies etc.

NRDA has a limited in-house manpower capacity. NRDA therefore needs Contractor/ Engineering Surveyor to undertake various land survey tasks. Land Survey work includes topographic survey, demarcation of layouts, supply and fixing of boundary pillars, construction of benchmark pillars and compilation of topographic data and is more elaborated in Appendix-D. NRDA intends to select and appoint a Land Surveying Team (LST) through this RFP for providing the services described in the scope of services in this RFP. The deployed personnel by appointed Contractor/ Engineering Surveyor, peered by a Project Manager at the Head Quarter of the selected Contractor/ Engineering Surveyor, shall be dedicated for providing services to NRDA from the location specified by NRDA in Raipur / Naya Raipur.

### 2.1 Invitation to Submit Proposals

NRDA invites detailed proposals from eligible Consultants / Engineering Surveyor ("Applicant") for providing "Engineering survey support consultant for land survey and allied works in Naya Raipur" ("the Assignment"), in prescribed format set out in the RFP.

2.1.1 The Authority would endeavor to adhere to the schedule of Bidding Process mentioned in data sheet

### 2.2 Pre-Proposal Queries

Last Date of Receipt of Pre-proposal Query is mentioned in Sr. no. 2.1.1 (1)

### 2.3 Communications

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

ATTN. OF: The Chief Executive Officer (CEO)

Naya Raipur Development Authority,

Paryavas Bhawan, Sector-19, Naya Raipur , Chhattisgarh Tel No: + 91 771 4066011; Fax No.: +91 771 4066188 E-mail: ceo@nayarapur.com, Website: www.nayarapur.com

2.3.2 The Official Website of the Authority is: <http://www.nayarapur.gov.in>

2.3.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters: "Selection of Engineering survey support consultant for land survey and allied works in Naya Raipur"

### 2.4 Services

2.4.1 The Land Survey Team (LST) is intended to be a self-sufficient team that shall comprise of a team of executives and support staff with skills and experience commensurate with the task requirements to

operate from the NRDA approved location in Naya Raipur. The minimum requirement of the expertise to be stationed at Naya Raipur is given in **Appendix C**

**2.4.2** All the submissions and output shall be vetted by the Project manager and shall be submitted officially with a cover letter duly signed (both the submission and the cover letter) by the Project Manager and with his / her office seal. The minimum requirement of qualification and experience of the Project Manager is to be diploma/ graduate, having 10years of experience in Topographic Survey.

### 3. TERMS OF REFERENCE

#### 3.1 General terms of Bidding

- 3.1.1 **An Applicant can submit only one Proposal**
- 3.1.2 The applicant should be a firm; an entity could be any individual or a registered Firm/company working as an engineering surveyor in land surveying services. **Consortium or joint venture is not acceptable.**
- 3.1.3 The Proposal and all communications in relation to or concerning the Bidding Documents shall be in English language.
- 3.1.4 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Applicant solely for the purpose of preparation and the submission of a Proposal in accordance herewith. Applicant are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The Authority shall not return any Proposal or any information provided along therewith.
- 3.1.5 This RFP is not transferable.
- 3.1.6 Notwithstanding anything to the contrary conditioned in this RFP, the detailed terms specified in the General Conditions of the Contract shall have the overriding effect.

#### 3.2 Cost of Bidding

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

#### 3.3 Site visit and verification of information

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



### 3.4 Right to accept and to reject any or all Bids

- 3.4.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal or to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.
- 3.4.2 The Authority reserves the right to reject any Proposal and appropriate the Bid Security if:
- a. At any time, a material misrepresentation is made or uncovered, or
  - b. The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
  - c. Such misrepresentation/ improper response shall lead to the disqualification of the Proposal
- 3.4.3 In case it is found during the evaluation or at any time before signing of the Service Agreement or after its execution and during the period of subsistence thereof, that one or more of the conditions have not been met by the Contractor/ Engineering Surveyor or the Contractor/ Engineering Surveyor has made material misrepresentation or has given any materially incorrect or false information, the Contractor/ Engineering Surveyor shall be disqualified forthwith if not yet appointed either by issue of the LOA or entering into of the Service Agreement, and if the Contractor/ Engineering Surveyor already been issued the LOA or has entered into the Service Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Contractor/ Engineering Surveyor, without the Authority being liable in any manner whatsoever to the Contractor/ Engineering Surveyor, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security as mentioned in this RFP
- 3.4.4 The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP. Failure of the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

### 3.5 Amendment of RFP

- 3.5.1 At any time prior to the deadline for submission of Proposals, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Applicant, modify the RFP by the issuance of Addenda.
- 3.5.2 Any Addendum thus issued will be uploaded on the web site of NRDA [www.nayaraiipur.gov.in](http://www.nayaraiipur.gov.in). Applicants are requested to visit the site regularly.
- 3.5.3 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Proposal Due Date.

### 3.6 PRE- PROPOSAL CONFERENCE

Pre- Proposal conference of the Applicants is convened at the designated date, time and place. Bidders are requested to participate in the Pre-Proposal Conferences. A maximum of three representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant. During the course of Pre-proposal conferences, the Applicants shall be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall Endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process. The Authority shall Endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

- 3.6.1 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the

Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

### 3.7 Format and Signing of Proposals

- 3.7.1 The Applicant shall provide all the information sought under this RFP. The Authority will evaluate only those Proposals that are received in the required formats and complete in all respects.
- 3.7.2 The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialled by the person(s) signing the Bid.

### 3.8 Bid process

- 3.8.1 NRDA intends to adopt a QCBS, Quality cum Cost based bidding process for selection of the Contractor/ Engineering Surveyor for this Assignment. The Proposal would be evaluated on the basis of the evaluation criteria set out in this RFP document in order to identify the **successful Applicant ("Successful Applicant")**. The Successful Applicant is required to enter into an Agreement with NRDA and the General Conditions of Contract is set out in Appendix F.
- 3.8.2 At any time prior to the Proposal Due Date, NRDA may, for any reason, whether at its own initiative or in response to clarifications requested by any Applicant, modify the RFP document by the issuance of Addenda, or amendment.
- 3.8.3 The Proposal shall remain valid for a period not less than 180 days from the Proposal Due Date (Proposal Validity Period). NRDA reserves the right to reject any Proposal, which does not meet this requirement.

### 3.9 Minimum Eligibility Criteria (MEC)

3.9.1 The Applicant shall be of single entity and should have been in the field of Land Survey for a minimum period of 3 years.

#### 3.9.2 Financial Eligibility Criteria

- The Applicant average annual financial turn over (Gross), during the last three years ending 31st March' 2016 should not be less than **Rs. 20 Lacs.**

#### 3.9.3 Technical Eligibility Criteria

- The Applicant shall have successfully completed Land Survey / Land Survey services in a single Work order of value at least 15.0 Lacs in a project of state/ central government organization/ PSU/private sector national or international in last 5 years.
- Experience of performing Land Survey for at least 250 Hectares in single Work Order in preceding 10 years from the date of publication of this RFP.
- Applicant shall have following experiences (at least in two assignments against each experiences)
  - a. Topographic survey
  - b. Demarcation of Layouts
  - c. Supply and fixing of boundary pillars
  - d. Construction of Benchmark pillars
  - e. Compilation of Topographic data

3.9.4 The Applicant shall have in-house members on company payroll to be deputed in LST to provide services as given in the Scope of Services. The Team should consist of key personnel (the "Key Personnel") as asked in Appendix C

3.9.5 Applicant shall own hardware and software equipment to be assign to the project to carry out work as mentioned in this RFP. Minimum Equipment hardware & Software is as asked in Annexure 1

Applicants shall attach supporting documents against each of the minimum eligibility criteria.

### 3.10 Earnest Money Deposit (EMD)

- 3.10.1 Proposal should necessarily be accompanied by Earnest Money Deposit of an amount of Rs.25000/- (Rs. Twenty Five Thousand only) in the form of a Demand Draft in favor of Chief Executive Officer, Naya Raipur Development Authority, of any scheduled bank, payable at Raipur.
- 3.10.2 EMD shall be returned to the unsuccessful Applicant s within a period of two (2) weeks from the date of signing of Agreement between NRDA and the Successful Applicant. EMD submitted by the Successful Applicant shall be released upon completion one month of the providing services after actual deployment of all resources.
- 3.10.3 EMD shall be forfeited in the following cases:
- if any information or document furnished by the Applicant is found to be misleading or untrue in any material respect; and
  - If the successful Applicant fails to execute the Agreement within the time, stipulated in the Letter of Award or any extension thereof provided by NRDA.
  - The roles, responsibilities and broad scope of work of Land Survey Team (LST) are set out in the **Appendix D**. The scope of services may be extended on mutually agreed fees, terms and conditions.

### 3.11 Clarifications

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

### 3.12 Format and Signing of Proposal

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

### 3.13 Details of submissions:

#### 3.13.1 Envelop –I “Key Submissions against Minimum Eligibility Criteria”

The following documents shall be submitted in Envelope 1

- Letter of proposal in the prescribed format (Appendix A)
- A non-refundable processing fee as a crossed demand draft is required to be enclosed for an amount of Rs. 5,000 (Rupees Five Thousand only) drawn in favor of CEO, Naya Raipur Development Authority (NRDA) on any scheduled bank, payable at Raipur, Chhattisgarh.
- Earnest Money Deposit for an amount of Rs.25,000/- (Rs. Fifty thousand only) in the form of a Demand Draft in favour of the Chief Executive Officer, Naya Raipur Development Authority, on any scheduled bank, payable at Raipur.
- Power of Attorney for signing the proposal in the prescribed format (Appendix – B).
- Project Experience Data Sheets in support of Minimum Eligibility Criteria, the format set out in Form Tech-2, with supporting proof.
- Financial capability of the applicant in support of Minimum Eligibility Criteria in Form Tech-8
- Qualifications and competence of the members of Land Survey Team to be stationed at NRDA office . Form Tech-6. Supporting document in proof of members being in regular payroll of the firm.

- viii. Supporting documents in proof of ownership of Minimum Equipment hardware & Software as asked in Annexure 1. Applicant may submit self-certified declaration letter for ownership of Minimum Equipment hardware & Software as asked in Annexure 1.
- ix. RFP and Conditions of Contract duly signed in blue indelible ink and stamped by the authorized representative of the bidder.
- x. Check list of submissions as per Appendix- A-1.  
The envelope should be marked as “Key Submissions against Minimum Eligibility Criteria”

### 3.13.2 Envelope 2: “Technical Proposal”

*The following documents shall be submitted in Envelope 2 –*

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

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

The envelope should be marked as “Technical Proposal “

### 3.13.3 Envelope 3:”Financial Proposal

- 3.13.3.1 Financial proposal in the format as set out in Form Fin-1 and Form Fin-2. The Financial Proposal shall be quoted as a total monthly fee, which shall be payable to the Successful Applicant for the LST under the agreement. It shall be inclusive of:
  - The Cost to Company expenses of the experts and personnel to be deployed in NRDA.
  - Cost of man days for proposed Project Manager for the services.
  - All Overheads and miscellaneous expenditures
  - Out of pocket expenses, travelling expenses for the Project Manager All other expenses and profit of the organization.
  - Financial proposal shall be inclusive of the cost of hardware and software components as per annexure-1.
  - The Hardware and software shall be maintained by the Applicant at his cost, however the consumable will be provided by the NRDA.
- 3.13.3.2 The Financial Proposal shall be inclusive of all taxes, surcharges, out pocket expenses which may be incurred by the Applicant towards travel, documentation and communication. However, the Financial Proposal shall not include Service Tax, levied on such services which shall be reimbursed by NRDA at the prevailing rate. TDS shall be deducted at source from every payment towards fees. All consumables for operation of the LST, in terms of papers, stationary, ink / cartridge for printers, photocopy and fax machines, electricity bill, water charges etc. shall be provided by NRDA.
- 3.13.3.3 NRDA shall, at its cost and expense, provide to the LST staff the facilities such as Suitable work-place including workstations, furniture, fittings, internet connection Telephone/ Fax and stationery. The cost of water, electricity, and office consumables will be provided by NRDA.

3.13.3.4 The Financial proposal shall be placed in a sealed Envelope –3 clearly marked by red felt pen “FINANCIAL PROPOSAL” and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” If the Financial proposal is not submitted by the Applicant in a separate sealed envelope and not duly marked as indicated above, this will constitute grounds for declaring both Technical and Financial proposals nonresponsive.

3.13.3.5 The original Proposal shall be typed or written in indelible ink and each page shall be initialled by the authorised signatory of the Applicant. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialled by the person(s) signing the Proposal.

### 3.14 Sealing and Marking of Proposal

All The three envelopes shall be sealed and placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and Title of the Project, Proposal Due Date and other information indicated in the Data Sheet.

3.14.1 Each of the envelopes, both outer and inner, must be super scribed with the following information:

- a. Name and Address of Applicant
- b. Contact person and phone numbers
- c. Name of Project : “Selection of Engineering survey support consultant for land survey and allied works in Naya Raipur”

3.14.2 All the envelopes shall be addressed to:

Chief Executive Officer  
Naya Raipur Development Authority  
Paryavas Bhawan, Sector-19, Naya Raipur , Chhattisgarh  
Tel No: + 91 771 4066011; Fax No.: +91 771 4066188  
E-mail: ceo@nayaraipur.com, Website: www.nayaraipur.com

3.14.3 If the envelope is not sealed and marked as instructed above, NRDA assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of NRDA, be rejected.

3.14.4 The Applicant is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Applicant s own risk. It shall be deemed that prior to the submission of the Proposal, the Applicant has:

- a. made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
- b. received all such relevant information as it has requested from NRDA; and
- c. Made a complete and careful examination of the various aspects of the Projects for which the services are to be provided.

3.14.5 NRDA shall not be liable for any mistake or error or neglect by the Applicant in respect of the above.

3.14.6 Bids from single entity shall only be considered for evaluation. Bidding in consortium shall not be allowed.

### Proposal Due Date

3.14.7 Proposals should be submitted before Proposal Due Date as indicated in the Schedule of Bidding Process, at the address and in the manner and form as detailed in this RFP document. Proposals submitted by either facsimile transmission or telex will not be accepted.

3.14.8 NRDA may, at its sole discretion, extend Proposal Due Date by issuing a corrigendum.

### 3.15 Opening of Proposals and Clarifications

NRDA would open the Envelope-I and II Submission of the Proposals on or any earliest convenient working day after the Proposal Due Date for the purpose of evaluation. The Envelope-III Submission of the short listed Applicant s shall be opened after intimation of the date, time and venue of such opening in presence of Applicant s or their representatives, who choose to remain present.

3.15.1 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.

3.15.2 To facilitate evaluation of Proposals, NRDA may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Proposal.

## SECTION – 4

### 4. EVALUATION

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

#### 4.1 Proposal Evaluation on Responsiveness

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

- 4.1.1 The evaluation of the Technical Proposal would be taken up only after the contents of the Minimum Eligibility Criteria are found to meet the requirements of this RFP.
- 4.1.2 The evaluation of the Financial Proposal would be taken up only after the contents of the Technical Proposal are found to meet the requirements of this RFP. NRDA reserves the right to reject the Proposal of an Applicant without

opening the Financial Submission if, in its opinion, the contents of Key and Technical Submission are not substantially responsive with the requirements of this RFP.

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

4.2 Scoring Methodology: Technical Proposal

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

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

| S. No. | Parameter   | Points   | Documents required                                       |
|--------|---|----------|--|
| 1      | Each assignment/ project / WO in preforming Land Survey for 250 Hectares in preceding 10 years from the date of publication of this RFP shall fetch 20 marks. (Limited to 5 assignments). The assignment shall be on Topographic survey and/or demarcation of layouts and/or supplying and fixing of boundary pillars and/ or construction of bench mark pillars. | Max. 100 | 1. Appointment letter/ Agreement /Completion Certificate |
| 2      | Adequacy of the proposed work plan and methodology in responding to the TOR setting out understanding and appreciation of the TOR and implementation approach   | Max. 100 | Form tech -4   |
| 3      | Qualifications and competence of the Team member proposed for the assignment, shall be deployed for the assignment, if selected,  | Max. 200 | CV   |
| (i)    | Team leader   | Max. 150 |  |
| (ii)   | CAD operator  | Max. 50  |  |
|        | Grand total   | 400      |  |

4.2.3 Evaluation of Team Member Proposed by the bidding firms

For Team Leader & CAD Operator

| Description  | Team Leader Weightage | CAD Operator Weightage |
|--|-----------------------|------------------------|
| 1. Education qualification                           | 50                    | 15                     |
| 2. General Experience                                | 50                    | 15                     |
| 3. Experience specific to the eligibility conditions | 50                    | 20                     |
| Total marks  | 150                   | 50                     |

4.3 Evaluation of Adequacy of the proposed work plan and methodology

This will be evaluated from the “proposed work plan and methodology in responding to the TOR setting out understanding and appreciation of the TOR and implementation approach”, submitted by the bidders as part of their Technical Proposals



#### 4.4 Supporting documents to be submitted by the Applicants

- 4.4.1 The Applicant firms shall submit the duly signed copies of client certificates and agreements or work orders, showing the scope of services, time and duration of services, in support of project experiences submitted against the eligibility conditions
- 4.4.2 The Applicant firms shall submit the CA Certified Letter of each of the applicable financial years .
- 4.4.3 The Applicant firms shall submit the CV of the Team leader proposed to be deployed at Naya Raipur from the head office of the firm.

#### 4.5 Scoring Methodology: Financial Proposal

The formula for determining the financial scores is the following:

$S_f = 100 \times F_m / F$ , in which  $S_f$  is the financial score,

$F_m$  is the lowest price of Financial proposal

And  $F$  the price of the proposal under consideration.

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

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

#### 4.6 Evaluation Methodology

- 4.6.1 The score for Technical Proposal would be the arithmetic sum of the marks assigned to the Applicants under each of the parameters listed above. The Applicant is required to achieve a minimum score of 200 marks (Benchmark Score). The Financial Proposals of only those Proposals that have achieved the Benchmark Score will be opened for evaluation.
- 4.6.2 The Financial Proposals of the Applicants who qualify in Stage II Evaluation i.e. Technical evaluation only shall be opened.
- 4.6.3 The weights given to the Technical and Financial Proposals are:  
Technical proposal  $T = 70\%$ , and Financial proposal  $P=30\%$

Proposals shall be ranked according to their combined technical ( $S_t$ ) and financial

( $S_f$ ) scores using the weights ( $T =$  the weight given to the Technical Proposal;

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

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

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

## 5. AWARD OF CONTRACT

In the event of acceptance of the Proposal of the Preferred Applicant with or without negotiations, NRDA shall declare the Preferred Applicant as the Successful Applicant. NRDA will notify the Successful Applicant through a Letter of Acceptance (LoA) that its Proposal has been accepted.

The Successful Applicant shall execute the Agreement within one week of the issue of LoA or within such further time as NRDA may agree to in its sole discretion. Failure of the Successful Applicant to comply with the requirement shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD. In such an event, NRDA reserves the right to

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

The selected Project Support Applicant shall, not later than 1 (One) months from the date of intimation of its selection as successful Applicant, get the CVs of the other team members to be deployed in Raipur/Naya Raipur approved from the Chief Executive Officer, NRDA, sign the agreement for the LST and deploy the team members in Raipur/Naya Raipur. Provided that, NRDA shall personally interview the proposed personnel individually to approve their CVs. Provided that, if CV/s of team member/s is not approved, the personnel shall be changed and the CV/s of other personnel/s of required education and experience shall be submitted by the Applicant for approval. Provided further that in the event of any delay in signing the agreement on the part of the Applicant or getting approval of CV of any member or delay in deployment of any team member, a time extension upto 30 days may be given on written application of the Applicant by the CEO with or without penalty which shall be deducted from the first payment due under this agreement.

## 6. APPENDIXES, TECHNICAL AND FINANCIAL PROPOSAL STANDARD FORMS CONTENTS

| Sr.No. | TITLE   | APPENDIX/ FORM |
|--------|---|----------------|
| 1      | Covering Letter<br>(On the Letterhead of the Applicant)   | Appendix A     |
| 2      | Details of Applicant  | Form Tech -1   |
| 3      | POWER OF ATTORNEY   | Appendix -B    |
| 4      | Format for Experience Services provided by the firm: For Experience of preparation of Development plan      | Form Tech-2    |
| 5      | Methodology Statement and Approach  | Form Tech-4    |
| 6      | Key Positions and Qualifications of Team to be placed in Raipur/ Naya Raipur during the Tenure of agreement | Appendix-C     |
| 7      | Qualifications and competence of the Team Leader and other members of LST                                   | Form Tech -5   |
| 8      | Format of CV of the Team Leader   | Form Tech-7    |
| 9      | Financial Capacity  | Form Tech-8    |
| 10     | Format for Financial Proposal   | Form Fin-1     |
| 11     | Breakup of Financial Proposal   | Form Fin-2     |
| 12     | Details of the Hardware and software  | Annexure-1     |
| 13     | Roles responsibilities and scope of services of Land Survey Team  | Appendix-D     |
| 14     | Draft Agreement   | Appendix F     |

Covering Letter (On the Letterhead of the Applicant)

To

Date:

Chief Executive Officer  
Naya Raipur Development Authority,  
Paryavas Bhawan, Sector-19,  
Naya Raipur , Chhattisgarh

Subject: : Selection of Engineering survey support consultant for land survey and allied works in Naya Raipur

Dear Sir,

Duly authorizing to represent and act on behalf of the sole applicant. I/We, the undersigned, having reviewed and fully understood of the RFP requirements and the information provided and in accordance with your RFP dated I/We submitting our proposal which includes the prequalification proposals, Technical proposals and a Financial Proposals in sealed envelopes.

I/We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by NRDA and in any subsequent communication sent by NRDA. I/We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from NRDA. Our proposal contains no conditions.

The proposals are valid for a period of 180 (One hundred Eighty days) from the submission due date. If negotiations are held during this period I/We undertake to negotiate, is binding upon us and subject to the modifications resulting from contract negotiations.

The information submitted in our Proposal is complete, is strictly as per the requirements as stipulated in the RFP, and is correct to the best of our knowledge and understanding. I/We would be solely responsible for any errors or omissions in our Bid.

I/We understand you are not bound to accept any proposal you receive.

Yours faithfully,

For and on behalf of (Name of Applicant)

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

## Checklist

## Checklist for Envelop 1: Key Submission against Minimum Eligibility Criteria

| Sr. No | Particulars   | Compliance (Yes/ No) | Supporting Documents | Page no |
|--------|---|----------------------|----------------------|---------|
| 1      | Letter of proposal in the prescribed format (Appendix A)                            |                      |                      |         |
| 2      | Processing Fee - Demand Draft of Rs. 5,000  |                      |                      |         |
| 3      | EMD of Rs. 25000  |                      |                      |         |
| 4      | Power of Attorney   |                      |                      |         |
| 5      | Project Experience Data Sheets for MEC  |                      |                      |         |
| 6      | Qualifications and competence of the members of Land Survey Team                    |                      |                      |         |
| 7      | Supporting documents in proof of ownership of Minimum Equipment hardware & Software |                      |                      |         |
| 8      | RFP and Conditions of Contract  |                      |                      |         |
| 9      | Check list of submissions as per Appendix- A-1                                      |                      |                      |         |

## Checklist for Envelop 2: Technical Proposal

| Sr. No | Particulars   | Compliance (Yes/ No) | Supporting Documents | Page no |
|--------|---|----------------------|----------------------|---------|
| 1      | Details of the Applicant in the format set out in Form Tech-1   |                      |                      |         |
| 2      | Project Experience Data Sheets in the format set out in Form Tech-2, with supporting proof                  |                      |                      |         |
| 3      | Approach and methodology in Form Tech-4   |                      |                      |         |
| 4      | Qualifications and competence of the Team Leader to be stationed at NRDA office . Form Tech-5               |                      |                      |         |
| 5      | Qualifications and competence of the other team members of LST to be stationed at NRDA office . Form Tech-5 |                      |                      |         |
| 6      | Financial capability of the applicant in Form Tech-8  |                      |                      |         |

## Checklist for Envelop 3: Financial Proposal

| Sr. No | Particulars        | Compliance (Yes/ No) | Supporting Documents | Page no |
|--------|--------------------|----------------------|----------------------|---------|
| 1      | Financial Proposal |                      |                      |         |

**Details of Applicant**

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

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

**Note: Notarised copies of following documents to be enclosed:**

- i. **PAN**
- ii. **Certificate of incorporation and commencement of business OR certificate of registration**
- iii. **Service Tax No**

**For and on behalf of (Name of Applicant)**

**Duly signed by the Authorised Signatory of the Applicant**

**(Name, Title and Address of the Authorised Signatory) Seal of the Applicant**

Power of Attorney (On Stamp paper of relevant value)

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms.....(name and residential address) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for "Selection of Engineering survey support consultant for land survey and allied works in Naya Raipur" including signing and submission of all documents and providing information/responses to NRDA in all matters in connection with our Proposal for the said Assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the \_\_\_\_\_ Day of \_\_\_\_\_ 2013

Accepted

For \_\_\_\_\_

\_\_\_\_\_ Signature) (Name, Title and

Address of the Attorney)

(Name and designation of the person(s) signing on behalf of the Applicant )

Date: .....

Note:

1. To executed only if the Applicant is a Company or Partnership firm
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.
3. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

Format for Experience Services provided by the firm

(Only Substantially Completed Projects in not more than 2 pages for each project, in the given tabular format only)

|  |  |
|--|--|
| Assignment name:   | Value of the contract (in current INR):          |
| Country:   | Duration of assignment (months):                 |
| Name of City/ Cities:  |  |
| Name of Client:  | Total No of staff-months of the assignment:      |
| Address:   | Value of the contract per city (in current INR): |
| Existing Population  | Area under Survey (Ha):                          |
| Planned Population   |  |
| Start date (month/year):   |  |
| Completion date (month/year):  |  |
| Narrative description of Project:  |  |
| Description of actual services provided by your staff within the assignment: |  |

Attach: Copy of appointment/Agreement with Client

*The Claims of completion shall be self-certified. A copy of work order/ agreement to be submitted with this Application.*

*Substantially completed shall be considered in case the Applicant has completed Draft Final Report.*

\_\_\_\_\_  
Signature of the Authorized Signatory

Seal of the firm





## Key Positions and Qualifications of Land Survey Team

(to be placed in Raipur/ Naya Raipur during the Tenure of agreement)

| Sr. No | Key Personnel                         | Educational Qualification  | Minimum Total Years of Experience after Qualifying Degree |
|--------|---------------------------------------|--|---|
| 1      | Survey Engineer (Team Leader) (1 Nos) | Diploma in civil /ITI  | 8years / 10 years of experience in surveying and AutoCAD  |
| 2      | Instrument Man (2Nos)                 | ITI / technical courses in mathematics and surveying   | 3 years experience in Survey instrument operation         |
| 3      | CAD operator (1Nos)                   | Diploma in civil /ITI /Certification training companies such as Autodesk in Autocad Civil 3D | 3 years experience in preparation of survey drawings      |
| 4      | Rodmen (4Nos)                         | -  | 1 year in survey work                                     |

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

- a. The Team leader shall be deployed within 15 days of the written intimation issued by NRDA whereas the other members of Team shall be deployed within one months of written intimation issued by NRDA, as required.
- b. However the exact composition of the team shall consist of any or all the above mentioned functionaries depending on the requirement of the project. It could also consist of more/less than the member of one type of functionaries, as decided by NRDA depending on the requirement of the project. The deployment of the personnel shall be done on approval of NRDA and payment for all the positions shall be made as and when deployed to the site on the monthly basis.
- c. Maximum age for the onsite personnel in the LST shall be 60 years for Team Leader and 45 years for other members of the team as on 31.12.2016.provided they are physically fit.
- d. The Applicant is required to submit the CVs of the members of the team proposed for deployment as set out in the RFP, which shall be evaluated as provided in the RFP. The personnel proposed in the team shall be required to attend NRDA's office for personal interview at their cost. If a person proposed for any position is not found suitable by NRDA, another CV shall be submitted and the same procedure shall follow till a suitable person for the given position is approved.

**Qualifications and competence of the Team Leader**

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

|               |  |  |                    |
|---------------|--|--|--------------------|
| <b>Sr. No</b> | <b>Particulars</b>   |  |                    |
| 1             | Name :   |  |                    |
| 2             | Present Designation in the Applicant's Organization          |  |                    |
| 3             | Educational Qualification :                                  |  |                    |
|               | <b>Sr. No</b>  | <b>Degree &amp; Name of University</b> | <b>Time Period</b> |
|               | 1  |  |                    |
| 4             | Duration of Professional Experience (Months):                |  |                    |
| 5             | Duration of experience in similar Assignment/ Work (Months): |  |                    |
| 6             | Employee of the Applicant (Yes/ No):                         |  |                    |

Please attach the curriculum vitae of the above personnel, duly signed by the personnel and by the Authorised Signatory  
For and on behalf of (Name of Applicant)

Duly signed by the Authorised Signatory of the Applicant

(Name, Title and Address of the Authorised Signatory)

Seal of the Applicant

**Format of CV of the Team Leader and members of LST**

**1 Name:**

**2 Sex:**

**3 Date of Birth:**

**4 Contact / communication Address:**

**5 Permanent Address:**

**6 Mobile No.:**

**7 E-mail ID:**

**8 Work Experience:**

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

**9 Details of Assignments/ projects:**

| S. No. | Name and location of Project | Name of client | Project details | Services Provided | Name of Firm which provided services | Designation at that time | Duration of services provided |
|--------|------------------------------|----------------|-----------------|-------------------|--------------------------------------|--------------------------|-------------------------------|
| 1      |                              |                |                 |                   |                                      |                          |                               |
| 2      |                              |                |                 |                   |                                      |                          |                               |
| 3      |                              |                |                 |                   |                                      |                          |                               |

**10 Education Qualification:**

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

**11 Details of training availed:**

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

**12 Languages known:**

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

**13 Other details, if any, may be mentioned here**

**14 Certification by the Personnel:**

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

\_\_\_\_\_

Signature of the personnel

**15 Certification by the Authorized Signatory of the applicant firm:**

This is to certify that the above person is working with our firm as \_\_\_\_\_ [mention present designation] from \_\_\_\_\_ [mention the date], who will dedicated for the subject assignment for guiding, managing and supervising the team to be deployed.

\_\_\_\_\_

Signature of the Authorized Signatory

Financial Capacity

The information regarding the turnover from similar services as set out in RFP in Last five years should be provided in the format below:

| Financial year ended in | Turnover in crores of INR |
|-------------------------|---------------------------|
| March 2013-14           |                           |
| March 2014-15           |                           |
| March 2015-16           |                           |
| Average:                |                           |

\_\_\_\_\_  
Signature of the Authorized Signatory

Format for Financial Proposal

(On the letterhead of the Applicant)

[Location, Date]

FROM: [Name of Applicant]

.....

.....

To

The Chief Executive Officer  
Naya Raipur Development Authority,  
Paryavas Bhawan, Sector-19,  
Naya Raipur 492 002, Chhattisgarh

Sub: "Selection of Engineering survey support consultant for land survey and allied works in Naya Raipur"

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 excluding service tax for Project is for the sum of Indian Rupees..... (Amount in words and figure). This amount is inclusive of all taxes **excluding** service tax.

1. Our Financial Proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal, i.e. .... (Date).
2. This financial proposal covers remuneration for all the Personnel, accommodation, air fare, equipment, all overheads, out of pocket expenditures, profits, mentioned in the breakup of financial proposals. This Financial Proposal is without any condition.
3. We understand that TDS shall be deducted at source as per applicable laws.
4. We understand that in case of difference in amount quoted in figures and words, the amount quoted in word shall be considered for evaluation.
5. We undertake that in competing for and, if the award is made to us, in executing the services mentioned in subject, we will strongly observe the laws against fraud and corruption to force in India namely "Prevention of Corruption Act 1988" We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Seal of Firm:

Address

**Breakup of Financial Proposal**

(On Applicant s letter head)

[Location, Date]

FROM: [Name of Applicant]

.....

.....

To

The Chief Executive Officer

Naya Raipur Development Authority,

Paryavas Bhawan, Sector-19,

Naya Raipur 492 002, Chhattisgarh

Sub: "Selection of Engineering survey support consultant for land survey and allied works in Naya Raipur"

Dear Sir,

We attach the breakup of the Financial Proposal as follows:

| Sl. No.  | Expenditure Heads   | Unit           | Quantity | Duration in months | Unit rate (INR) |          | Total Billing Amount (INR) |
|----------|---|----------------|----------|--------------------|-----------------|----------|----------------------------|
|          |   |                |          |                    | In figures      | In words |                            |
| <b>A</b> | <b>Onsite Team</b>  |                |          |                    |                 |          |                            |
| 1        | Survey Engineer (Team Leader)   | No.            | 1        | 36                 |                 |          |                            |
| 2        | Instrument Man  | No.            | 2        | 36                 |                 |          |                            |
| 3        | CAD operator  | No.            | 1        | 36                 |                 |          |                            |
| 4        | Rodmen  | No.            | 4        | 36                 |                 |          |                            |
| 5        | Cost of Man days for Project Manager including Travel, boarding and lodging   | Man days/month | 2        | 36                 |                 |          |                            |
| B        | Supply and installation & establishment of benchmark Pillars all complete inside Naya Raipur Planning area approved by Engineer in charge (Total Qty: 150nos. In three years ): | No.            | 150      | In Three years     |                 |          |                            |



RFP for the Selection of Engineering survey support consultant for land survey and allied works in Naya Raipur

| Sl. No. | Expenditure Heads   | Unit | Quantity | Duration in months | Unit rate (INR) |          | Total Billing Amount (INR) |
|---------|---|------|----------|--------------------|-----------------|----------|----------------------------|
|         |   |      |          |                    | In figures      | In words |                            |
|         | The Benchmark pillars shall be properly constructed with 10mm thick brass metal embossed with necessary marks and codeing on the top . The Brass metal plate shall be properly permanently fixed to the M25 grade RCC pillar including required suitable reinforcement. The RCC pillar (300mm x300mm x 1000mm) shall be properly placed on the stable foundation with 600mmx600mmx150mm thickness) M25 grade RCC footing shall be provided over 100mm thick PCC ( 1:3:6).1m wide plinth protection (Plain cement concrete 1:3:6 (1 cement: 3 coarse sand: 6 graded crushed stone aggregate 20mm nominal size) over 75mm bed of dry brick ballast 40mm nominal size well rammed and consolidated and grouted with sand including finishing the top smooth. The pillars shall be well painted and demarcated. The design and drawing shall be approved by NRDA. |      |          |                    |                 |          |                            |
| C       | Boundary pillar (Reinforced cement concrete M15 grade boundary pillars of standard design as per IRC:25, fixed in position including finishing and lettering and painting as per specification all complete approved by Engineer in charge . (Total Qty: 400nos. )  | No.  | 400      | In Three years     |                 |          |                            |
| I       | <b>Subtotal (A+B+C)</b>   |      |          |                    |                 |          |                            |
| II      | Add lump sum 15% over Heads for office and other expenses ; ( Equipments for Surveying and allied instruments, Office equipment and automation, Hardware, software, Consumables, documentation, Travel, transportation, dedicated vehicle for team operations onsite , Guest house accommodations and Head office overheads etc.)   |      |          | In Three years     |                 |          |                            |
|         | <b>Total Fee (Sum of I + II) excluding service tax</b>  |      |          |                    |                 |          |                            |

Total Monthly Fee excluding service tax

Rs. \_\_\_\_\_ only [Indian Rupees \_\_\_\_\_ only (in words)]

**RFP for the Selection of Engineering survey support consultant for land survey and allied works in Naya Raipur**

1. We confirm that the rate quoted above are inclusive of all applicable taxes, cess and levies except service tax and also inclusive of all office and other expenses which may be incurred by the firm and personnel towards (Equipments for Surveying and allied instruments, Office equipment and automation, Hardware, software, Consumables, documentation, Travel, transportation, dedicated vehicle for team operations onsite, Guest house accommodations and Head office overheads etc.). ("Office and other Expenses")
2. We understand that the service tax shall be paid by NRDA separately at the applicable rates.
3. We understand that the fees shall be computed and paid subject to the conditions of Agreement, by NRDA on the basis of actual no of personnel deployed and time spent by the personnel in performance of the services at the Billing rates approved by NRDA after adding a lump sum amount of 10% and deducting taxes at source as per applicable law. In case of difference in amount quoted in figures and words, the amount quoted in figure would be considered for evaluation.
4. NRDA reserves right to increase or decrease the number of personnel with mutual agreement and the payment will be made in proportion of the persons deployed.

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

Yours sincerely,

**Authorized Signature:**

**Name and Title of Signatory:**

**Name of Firm:**

**Seal of Firm:**

**Address**

## Annexure-1

## Details of the Equipments ,Hardware and software

| Sr. No.  | Particulars   | Configuration / Specification  |
|--|---|--|
| <b>The consultant should submit all ownership documents for the Minimum Equipments and Hardware during proposal stage; The same shall be provided to the team at NRDA for team operations.</b> |   |  |
| 1  | DGPS  | Dual Frequency GSM RTK DGPS Model HiPer SR along with Accessories.<br>Make - SOKKIA/ TOPCON/ TRIMBLE / LEICA   |
| 2  | Total Station Machines (2 Nos)  | Reflector less Electronic Total Station 1" Angular Accuracy, 0.5" Least Count and Reflector less Range of 500M<br>Make - SOKKIA/ TOPCON/ TRIMBLE / LEICA |
| <b>Approval of the Additional Equipments ,Hardware and software are required after award of contract</b>   |   |  |
| 3  | Computers (2Nos) with MS Office Software  | CPU_i7, RAM 4MB, HDD 1TB   |
| 4  | Laptops (1Nos) with MS Office Software  | CPU_i3, RAM 4MB, HDD 500GB   |
| 5  | Plotter including tonners for the contract period   | A0 Size colour with scanner  |
| 6  | Printer including tonners for the contract period   | Lasser Jet A3 Colour with Scanner  |
| 7  | Autocad civil 3d on all PC and laptops  |  |
| 8  | Hand held GPS ( 4 nos) Latest model   | Latest model : Make ( Topcon/ Sokkia/ Garmin)  |
| 9  | A dedicated Vehicle for team members for site work  | ( Mahindra Buloro/ Equivalent)   |
| 10   | Any other hardware or software required for the services Latest contour generation software and other software. | Soft ware : Autoplotter/ E Surveying   |

## Note:

2. The cost of hardware and software shall be included in financial offer.
3. The consumable shall be provided by NRDA.
4. The hardware and software shall be maintained by the Applicant at his cost.

For and on behalf of (Name of Applicant)

Duly signed by the Authorised Signatory of the Applicant

(Name, Title and Address of the Authorised Signatory)

Seal of the Applicant

**SCOPE OF SERVICES**

(Brief specifications and Deliverables)

**1.1 GENERAL**

- i. The topographic survey shall be carried out strictly as per the procedure given below. The surveyor shall maintain a field book. All relevant observations shall be noted and field sketches prepared in field book only. This field book will form part of the report submission.
- ii. All survey instruments shall be checked for errors and got approved by the Engineer-in- Charge before the start of survey. Last calibration certificate for the instrument shall be produced by the survey agency for verification. Traverse and detailed topographic survey shall be carried out using only Total Station of 1-sec accuracy. iii. Only qualified and trained surveyors shall be deployed for carrying out survey work.

**1.2 FIXING OF PERMANENT CONTROL POINTS AND BENCHMARKS**

- i. Before starting topographic survey, all control points and benchmarks shall be established as per direction of engineer in charge. One basic Reference station shall be permanently established on each sector, so that the results of survey can be verified at any time in the future. These permanent reference points shall be placed in convenient position well protected, so that it is not disturbed in future. Also control points shall be established at a minimum interval of 500 meters and at permanent structures like top of culvert deck, kilometer stones, etc.
- ii. The control pillars shall be concrete pillars with 20 cm x 15-cm area, 105 cm in height and shall be embedded up to depth of 75 cm into ground (30 cm protruding above the ground) as shown below in the Fig. 1. The location and number of Control Pillars shall be finalized in consultation with the NRDA. Pillars shall be painted in yellow and sequentially numbered.
- iii. Benchmark pillars shall have the same specifications as that of Control Pillars. Reduced level and BM number shall be clearly marked on it with red paint. Benchmarks shall be connected to nearest Survey of India Benchmark.
- iv. The BM pillars should be connected with the survey grid and the coordinates should be established.
- v. The pillars should be established at such a location so that it is not disturbed during construction. Also the pillars should be established in such a way that further surveys can be carried out, in the Differential Global Positioning System (DGPS) coordinate system, with the coordinate values of the pillars established.
- vi. The Benchmark pillars shall be properly constructed with 10mm thick brass metal embossed with necessary marks and coding as per the approved format from NRDA. The Brass metal plate shall be properly permanently fixed to the M25 grade RCC pillar including required suitable reinforcement. The RCC pillar (300mm x300mm x 1000mm) shall be properly placed on the stable foundation with 600mmx600mmx150mm thickness) M25 grade RCC footing shall be provided over 100mm thick PCC ( 1:3:6).1m wide plinth protection (Plain cement concrete 1:3:6 (1 cement: 3 coarse sand: 6 graded crushed stone aggregate 20mm nominal size) over 75mm bed of dry brick ballast 40mm nominal size well rammed and consolidated and grouted with sand including finishing the top smooth. The pillars shall be well painted all complete. The design and drawing shall be approved by NRDA.
- vii. The control / boundary pillars shall be constructed as per the drawings below.

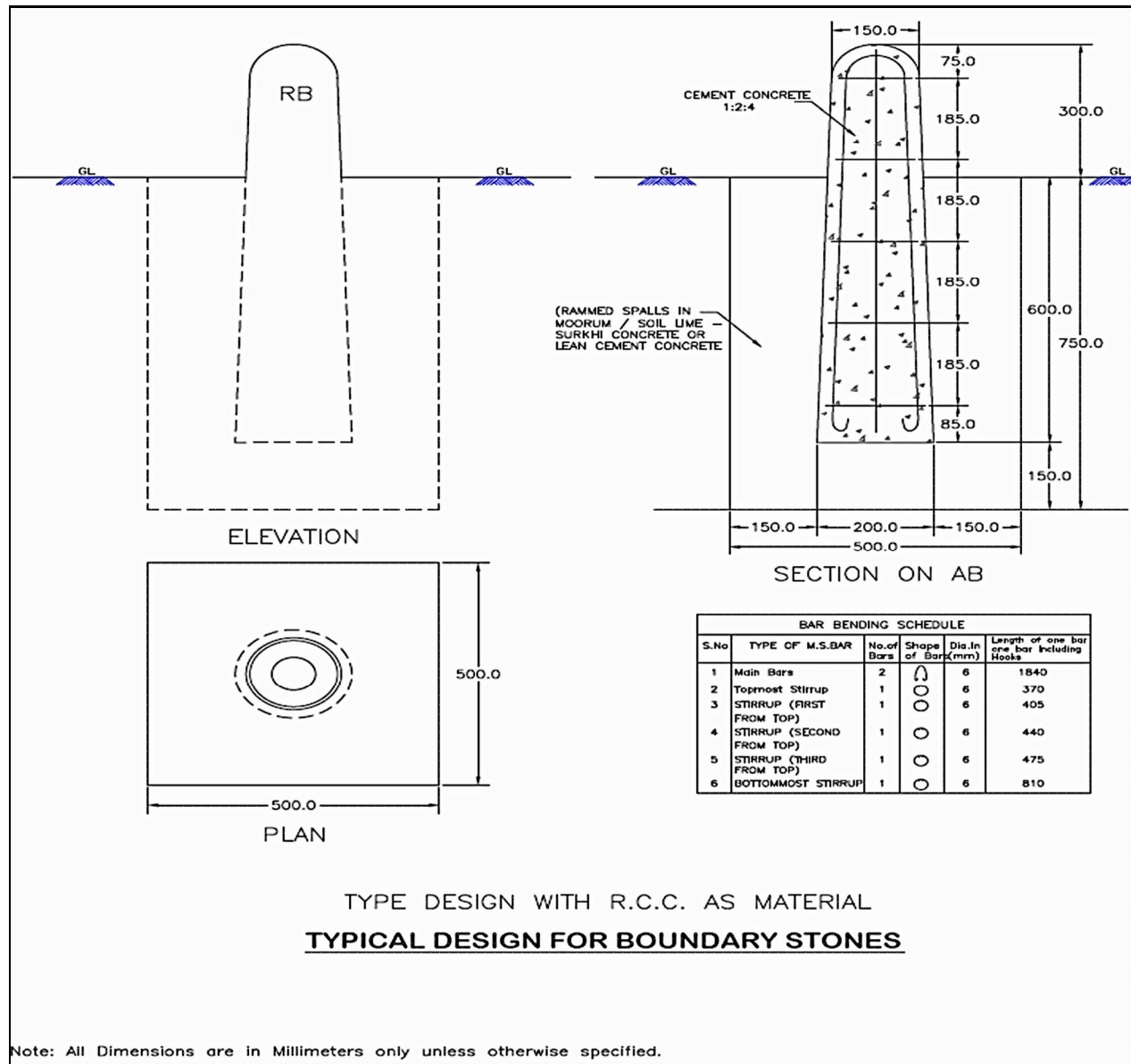


Figure -1 Details of Control Pillars

### 1.3 TRAVERSE SURVEY

- i. After fixing of Control Pillars, traverse shall be carried out connecting all the Control Pillars and shall be closed. The traverse closer shall be better than 1:20,000 (to be Checked & Confirmed) and shall be distributed. If the error is more, the entire traverse shall be repeated till accuracy better than 1:20,000 is obtained. All computation shall comply with the following
  - “ Traverse adjustment by Bowditch Method.
  - “ Least square adjustment.
  - “ The software should be capable to reduce survey observations to mapping plane.

- ii. The traverse closer and Control Point's co-ordinates shall be got approved by the Engineer-in-Charge before starting detailed survey. The co-ordinate system shall be so chosen that all observations have positive values. iii. Horizontal angles shall be observed by taking a minimum of 3 rounds on different zeros. All observations shall be logged. The spread between observed rounds of horizontal angles shall not exceed 5 seconds (three sets of angles agree within 5 seconds).

#### 1.4 TOPOGRAPHIC SURVEY

- i. Detailed survey shall start only after all Control Points, Benchmarks and co-ordinate system are established and got approved by the Engineer-in-Charge. ii. Detailed survey shall be carried out generally up to a distance of 10m for each sector as per direction of engineer in charge. iii. All landside features given below, but not limited to, shall be captured, within the sector and presented in drawings. The soft copies of the Drawing format shall be supplied by Engineer-in-Charge. The notations, symbols (legends) of the attributes required in the survey drawings are provided in the Table 1.
  - “ Electrical poles and lines, telephone pole and lines, high tension lines and towers, mast, transformers, water/Oil/Gas pipe lines above and below ground, manholes, repeater stations, all OFC lines to be shown in drawing.
  - “ Locations where transmission lines cross the road shall be clearly identified recorded and presented in the drawing. Elevation of transmission lines crossing the road shall also be established.
  - “ Tree position, species and girth measured at 1.2m from ground level etc.
  - “ Building lines, type of buildings (kutcha/semi pucca/pucca/shops/houses etc.), and also building frontage. Right of Way.
  - “ Existing road pavement edges, shoulders, median, center line of carriageway, footpaths, side drains at regular intervals, kerb stones, km / hectometer stones installed in earthen shoulder adjacent to each sector.
  - “ Places such as temples, temple mast, mosque, church, grave yard etc.; its location, boundary lines and clear dimensions of compound walls, and entrances.
  - “ Locations of clearly identifying the type (open/closed/kutcha/pucca, with foot path), width of drain including the beginning and end of drain. All water features – ponds, tanks, lakes, streams, canals, wells etc.
  - “ Cultivation viz., agricultural, residential, commercial, shops and business established areas etc.
  - “ Identification of all bridges and structures adjacent to the sector – shall include location (chainage), width of bridge / culvert (width of slab or diameter of pipe), course of water path, span arrangement, position of piers / abutments, bed level, skew of bridge / culvert, type of culvert, head wall/parapet etc. The name of the bridge/channel shall also be clearly identified and mentioned in the drawing.
  - “ Heights of structures, High tension towers, transformers, and any other important feature shall be captured and shown in the drawings
  - “ Details of roads adjacent to the sector. All cross roads shall be surveyed for a minimum distance of 100m beyond the survey corridor width or as directed by the Engineer in Charge.
  - “ Details of flood marks and flood levels available at site
  - “ Water level at the time of survey

### 1.5 SITE DEMARCATION

Layout plan including dimensions of each boundary will be given by NRDA during the course of implementation. Boundary pillars have to be established for each corner with the above same specification for control pillars with prior approval of NRDA. In case of any variation in site with the drawings provided by NRDA, the same has to be intimated to NRDA. The decision of NRDA will be the final which should be implemented.

### 1.6 PLOT DEMARCATION

Layout plan including dimension of each plot for various sectors will be given by NRDA during the course of implementation. Peg marks have to be established for each plot with the above same specification for control pillars with prior approval of NRDA. The plots shall be duly numbered as per the approved layout plan for easy identification on site. Trenching

### 1.7 MAPPING AND VERIFICATION

On completion of the detailed survey and further plotting the same on mapping software a check plot shall be provided in 1:1000 scale and all details would be verified on ground with the prior intimation to NRDA, before the final drawings are prepared.

### 1.8 DRAWINGS, SURVEY RECORD AND REPORT

The contractor shall submit the following

- i. Work programme before start of the survey work. This needs to be got approved by the NRDA.
- ii. Comments/discussion on results, including note on accuracy achieved, standard deviation etc. duly certified by the NRDA.
- iii. Final coordinate and elevation list (hard copy and also the soft copy in spreadsheet format as mentioned in deliverables).
- iv. For submission, all the Survey Data shall be processed to generate DTM (Digital Terrain Model) in Civil 3D compatible format so that this can be directly used as an input to Civil 3D or for any Highway Design Software For the purpose of recording data for different features, string-naming convention/codes presented in Table 1 & 2 shall be used. The data shall be submitted in soft copy in spreadsheet format. Any deviations from the list or any additional notation used shall be clearly mentioned stating reasons thereof. Processed data shall be submitted in AutoCAD 3D format (not in 2D format) using layer systems as described under drawing section.
- v. Survey drawings indicating all topography features.
- vi. Diary of events / Daily progress reports
- vii. Field observation in a prescribed level / traverse format giving details of the instruments used, surveyors name, checked by, diagrams, temperature, date and time of observation etc.,
- viii. Stations co-ordinates to be marked on compound walls, if permitted (lowest level).
- ix. Field book / level book, and all relevant details as part of the survey report shall be got certified by the NRDA.

#### 1.8.1 Drawings

- i. All drawings shall be oriented to the North direction and with the same co-ordinate system.
- ii. Survey network diagram inclusive of control points and Bench Mark positions.

- iii. All drawings shall be produced in digital format. For printing purpose drawings shall be inserted in title block supplied by us. Two copies of drawings shall be submitted as hard copies and 2 sets of soft copies. Drawing entities shall be prepared in fonts, letter sizes etc as specified in the legend drawing. The Legend drawing will be submitted after award of the contract
- iv. Longitudinal section shall be drawn to scale of 1: 1000 horizontal and 1: 100 vertical. Plan shall be drawn to scale of 1: 1000. A list of layers to be used for preparation of drawings is enclosed as Table 2 for reference. The drawing shall contain following details as layers:
  - “ All topography features, reference/benchmark pillars indicating complete details such as Benchmark levels and coordinates etc.
  - “ Northing and Easting grids at every 100 m interval in thin lines.
  - “ Grid co-ordinate (Northing and Easting).
  - “ North line in all drawings, Match lines for drawing sheets, Kilometer markers etc.
  - “ Features captured should be clearly described in specified text height and style in the drawing.
  - “ Type of culverts/bridges (Pipe/Slab/Box etc.), span/pipe diameter etc. shall be clearly described in the drawing. The direction of flow (U/S and D/S) shall also be clearly marked in the drawing.
  - “ While preparation of drawings, it shall be ensured that the lines are 3D POLYLINE. If a string is continuous, e.g. the centre line of carriageway (CC00) or edge of carriageway (CE01) etc., it should be one 3D POLYLINE in the drawing and should not be broken in 'n' 3D POLYLINE. Likewise a building with 4 points should be one 3D POLYLINE and the next building should be another 3D POLYLINE and so on. Along the main road, the carriageway edges shall be presented as one continuous 3D POLYLINE without any break. The strings representing cross-roads shall terminate at main road strings.

#### 1.8.2 Survey Deliverables

The following shall be submitted as deliverable for the assignment -

All the raw data should be submitted as soft copy in PRN format and Microsoft Office Excel format;

- “ Five Sets of Electronic copy and hard copy of A0 Size of the survey data as mentioned in detailed scope of work in AutoCAD format;
- “ Electronic copy of the base plan, along with a contour generated at 0.5m interval;



Table 1 List of String Naming Convention

| Sl no | List of String Naming Convention for Survey Items        | String Labels |   |   |   |
|-------|--|---------------|---|---|---|
|       |  | P             | B | M | * |
| 1     | Bench Marks (Permanent)                                  | P             | B | M | * |
| 2     | Benchmarks (Temporary)                                   | P             | T | M | * |
| 3     | Berm   | B             | L | * | * |
| 4     | Bore Hole  | P             | B | H | * |
| 5     | Buildings (Kuchcha) - Hutment, thatched roofs etc        | B             | K | * | * |
| 6     | Buildings (Semi Pucca) - Masonry Plinth & Tiled Roof etc | B             | S | * | * |
| 7     | Buildings (Pucca) - Solid Roof                           | B             | P | * | * |
| 8     | Burial Ground  | B             | G | * | * |
| 9     | Bus Shelter  | B             | U | * | * |
| 10    | C.L. of Existing Carriageway                             | C             | C | * | * |
| 11    | Canal-Bottom-Left  | I             | B | L | * |
| 12    | Canal-Bottom-Right                                       | I             | B | R | * |
| 13    | Canal-Top-Left   | I             | T | L | * |
| 14    | Canal-Top-Right  | I             | T | R | * |
| 15    | Carriageway Edge   | C             | E | * | * |
| 16    | Cart Track   | C             | T | * | * |
| 17    | Causeway   | C             | A | * | * |
| 18    | Church   | P             | C | H | * |
| 19    | Compound Wall  | C             | O | * | * |

| Sl no | List of String Naming Convention for Survey Items | String Labels |   |   |   |
|-------|---|---------------|---|---|---|
|       |   | C             | U | * | * |
| 20    | Culvert   | C             | U | * | * |
| 21    | Drain Bottom (Pucca Drain)                        | D             | B | * | * |
| 22    | Drain Top (Pucca Drain)                           | D             | T | * | * |
| 23    | Drain-All   | D             | A | * | * |
| 24    | Drain-Kuchcha All                                 | E             | D | * | * |
| 25    | Dust Bin/Litter Bin                               | P             | D | B | * |
| 26    | Electric Junction Box                             | P             | E | B | * |
| 27    | Electric Transformer                              | P             | E | T | * |
| 28    | Electricity Pole                                  | P             | E | P | * |
| 29    | Embankment Chute Drain                            | C             | D | * | * |
| 30    | Embankment Toe                                    | E             | T | * | * |
| 31    | Fence (Pipe)                                      | F             | P | * | * |
| 32    | Fence (Wire)                                      | F             | W | * | * |
| 33    | Fire Hydrant                                      | P             | F | H | * |
| 34    | Footpath  | V             | F | * | * |
| 35    | Garage/Service Station                            | G             | S | S | * |
| 36    | Gas & Fuel Unclassified                           | G             | F | U | * |
| 37    | Gas & Fuel Underground                            | G             | F | G | * |
| 38    | Gas & Fuel Valve                                  | P             | G | F | * |
| 39    | Gate  | G             | * | * | * |
| 40    | GPS Control Points                                | P             | G | P | * |
| 41    | Graveyard   | G             | Y | * | * |
| 42    | Group Trees/Shrubs                                | P             | T | G | * |
| 43    | GTS Benchmarks                                    | P             | G | T | * |
| 44    | Guard Post  | G             | P | * | * |
| 45    | Guard Rails                                       | G             | R | * | * |
| 46    | Hand Pump   | P             | H | * | * |
| 47    | Hectometer Stone                                  | P             | H | M | * |
| 48    | Hedge   | H             | * | * | * |

RFP for the Selection of Engineering survey support consultant for land survey and allied works in Naya Raipur

| 49    | Inspection chamber                                | P             | I | C | * |
|-------|---|---------------|---|---|---|
| 50    | Invert Level                                      | J             | I | * | * |
| 51    | Kerb  | K             | * | * | * |
| 52    | Kilometer Stone                                   | P             | K | M | * |
| 53    | Lamp Post   | P             | L | P | * |
| 54    | Manhole   | P             | M | H | * |
| 55    | Masonry Fenceline                                 | F             | M | * | * |
| 56    | Median  | Z             | * | * | * |
| 57    | Mosque  | P             | M | O | * |
| 58    | Optical Fiber Cable                               | O             | F | C | * |
| 59    | Orchard/Plantation                                | P             | O | * | * |
| 60    | Overhead Transmission Line                        | O             | H | T | * |
| 61    | Parapet / Headwall                                | J             | C | * | * |
| 62    | Perennial water course                            | P             | W | * | * |
| 63    | Petrol Pump                                       | P             | P | P | * |
| 64    | Post Box  | P             | B | * | * |
| 65    | Railing   | R             | G | * | * |
| 66    | Railway Line                                      | R             | L | * | * |
| 67    | Right of Way                                      | R             | W | * | * |
| 68    | ROW Boundary (ROW Boundary stones)                | P             | R | W | * |
| 69    | Sewer Line  | S             | L | * | * |
| Sl no | List of String Naming Convention for Survey Items | String Labels |   |   |   |
| 70    | Shoulder Edge                                     | S             | E | * | * |
| 71    | Shrubs  | P             | T | G | * |
| 72    | Spot Levels                                       | P             | * | * | * |
| 73    | Swamp   | S             | W | * | * |
| 74    | Telephone Junction Box                            | P             | T | B | * |
| 75    | Telephone pole                                    | P             | T | P | * |
| 76    | Temple  | P             | T | M | * |
| 77    | Temporary Barricades                              | T             | B | C | * |
| 78    | Test Pit  | P             | P | T | * |
| 79    | Toe Drain   | T             | D | * | * |
| 80    | Traffic Island                                    | T             | I | * | * |
| 81    | Traffic Signals                                   | P             | T | S | * |
| 82    | Traffic Signs                                     | P             | R | S | * |
| 83    | Transmission Tower/Pylon                          | P             | T | T | * |
| 84    | Traverse Points/Stations                          | P             | T | * | * |
| 85    | Tree (Girth >1800mm)                              | P             | T | R | 4 |
| 86    | Tree (Girth 300mm-600mm)                          | P             | T | R | 1 |
| 87    | Tree (Girth 600mm-900mm)                          | P             | T | R | 2 |
| 88    | Tree (Girth 900mm-1800mm)                         | P             | T | R | 3 |
| 89    | Underground Transmission Line                     | U             | T | L | * |
| 90    | Water Line Underground                            | W             | L | G | * |
| 91    | Water Meter                                       | P             | W | M | * |
| 92    | Water Tap   | P             | W | T | * |
| 93    | Water pipeline                                    | W             | L | * | * |
| 94    | Wayside Amenities                                 | W             | A | * | * |
| 95    | Weir gate Stem                                    | P             | W | G | * |
| 96    | Well  | P             | W | L | * |
| 97    | Wingwall  | W             | W | * | * |
| 98    | Lake Boundary                                     | L             | A | * | * |
| 99    | Water Tub   | T             | U | B | * |
| 100   | Village boundary                                  | V             | B | * | * |

Notes: The \*\*\* in the String Naming Convention shall be assigned by the surveyor on site. It can be 01,02,03... And 10, 11, 12 etc if required. It can even be 1A, 1B, 1C.... 1Z and 2A, 2B, 2C...2Z etc if required. At some points it can simply be 1, 2, 3 ...9 as suitable. Care should be taken to see that the string naming shall be unique and shall in no case be repeated. However, the same String names can be used in discontinuous stretches (in a different Link) e.g. for P strings.

Table 2 Layer Convention for Drawing Preparation

| Sl No. | Layer Name | Colour Name | Colour No | Line Type  | Line Weight | Remarks  |
|--------|------------|-------------|-----------|------------|-------------|--|
| 1      | 0          | White       | 7         | CONTINUOUS | Default     |  |
| 2      | Bk         | White       | 7         | DOT2       | 0.250       | Kutch Building (Hutments, Thatched roofs etc.) |
| 3      | Bp         | Blue        | 5         | CONTINUOUS | 0.250       | Pucca Building (Solid roofs)                   |
| 4      | Bs         | Brick       | 230       | HIDDEN2    | 0.250       | Semi Pucca Building (Masonry                   |

| Sl No. | Layer Name    | Colour Name | Colour No | Line Type  | Line Weight | Remarks  |
|--------|---------------|-------------|-----------|------------|-------------|--|
|        |               | Red         |           |            |             | Plinth and Tiled roofs etc.)   |
| 5      | Breakline     | Red         | 1         | BREAK      | 0.180       | Break Line Entities  |
| 6      | Bund_bot      | White       | 7         | DASHDOT2   | 0.180       | Bottom line of bund  |
| 7      | Bund_top      | White       | 7         | DASHDOTX2  | 0.180       | Top line of bund   |
| 8      | Burial ground | Blue        | 5         | CONTINUOUS | 0.250       | Burial Ground & Cemetery   |
| 9      | Bus_shelter   | Green       | 3         | CONTINUOUS | 0.180       | Bus shelter, Bus stand, Bus depot  |
| 10     | Cart_track    | White       | 7         | HIDDEN2    | 0.180       | Cart track & Unmetalled road   |
| 11     | Centerline    | Red         | 1         | CENTER     | 0.180       | Centerline entities for sections   |
| 12     | Compound      | Blue        | 5         | CONTINUOUS | 0.350       | Compound wall  |
| 13     | Contour       | Light Brown | 243       | CONTINUOUS | 0.180       | All Contour lines & text   |
| 14     | Culvert       | Blue        | 5         | CONTINUOUS | 0.250       | Culverts & Bridges   |
| 15     | Dim           | Cyan        | 130       | CONTINUOUS | 0.300       | Dimensions   |
| 16     | Drain_bottom  | Blue        | 5         | HIDDEN     | 0.180       | Bottom line of drain   |
| 17     | Drain_top     | Blue        | 5         | CONTINUOUS | 0.180       | Top line of drain  |
| 18     | Elec          | Red         | 1         | ELEC       | 0.180       | Includes all electrical lines, poles & electric junction boxes / transformers etc. |
| 19     | Emb_toe       | White       | 7         | PHANTOM2   | 0.180       | Toe line of Embankment   |
| 20     | Erow          | White       | 7         | ROW_E      | 0.350       | Existing Right of way  |
| 21     | Exi_footpath  | White       | 7         | HIDDEN     | 0.180       | Existing Footpath  |
| 22     | Exi_cl        | White       | 7         | CENTER     | 0.180       | Existing Centerline  |
| 23     | Exi_cw        | White       | 7         | CONTINUOUS | 0.300       | Existing Carriageway   |
| 24     | Exi_es        | White       | 7         | DASHDOT    | 0.180       | Existing Earthen shoulder  |

RFP for the Selection of Engineering survey support consultant for land survey and allied works in Naya Raipur

|    |                   |               |     |             |       |                                     |
|----|-------------------|---------------|-----|-------------|-------|-------------------------------------|
| 25 | Exi_ps            | White         | 7   | DASHED      | 0.180 | Existing Paved shoulder             |
| 26 | Fence_pipe        | Blue          | 5   | FENCELINE1  | 0.250 | Pipe fencing includes poles & lines |
| 27 | Fence_wire        | Blue          | 5   | FENCELINE_X | 0.250 | Wire fencing includes poles & lines |
| 28 | Flagpost          | Blue          | 5   | CONTINUOUS  | 0.250 | Flag post and its stages            |
| 29 | Gas               | Light Brown   | 32  | GAS_LINE    | 0.300 | Gas line                            |
| 30 | Gate              | Blue          | 5   | CONTINUOUS  | 0.180 | Gates & Entries                     |
| 31 | Grid              | Brownish grey | 197 | CONTINUOUS  | 0.130 | Grid line & Grid text               |
| 32 | Hatch             | Red           | 1   | CONTINUOUS  | 0.180 | Hatch entities                      |
| 33 | High_tension_line | Red           | 1   | HTL         | 0.180 | High Tension Line & Tower           |
| 34 | Image             | Black         | 7   | CONTINUOUS  | 0.000 | Image entities like BMP,JPG, etc.,  |
| 35 | Island            | Green         | 3   | CONTINUOUS  | 0.250 | Islands and Rotaries                |
| 36 | Kms               | Green         | 3   | CONTINUOUS  | 0.180 | Kilometer and Hectometre stones     |
| 37 | Manhole           | Cyan          | 4   | CONTINUOUS  | 0.180 | Manholes                            |

| SI No. | Layer Name      | Colour Name     | Colour No | Line Type  | Line Weight | Remarks   |
|--------|-----------------|-----------------|-----------|------------|-------------|---|
| 38     | Median          | Green           | 3         | CONTINUOUS | 0.250       | Road median   |
| 39     | Ofc             | Red             | 1         | OFC        | 0.180       | Optical Fibre Cable lines & pillars   |
| 40     | Ongc            | Yellowish green | 57        | ONGC_LINE  | 0.250       | ONGC pipe lines   |
| 41     | Postbox         | Dark brown      | 14        | CONTINUOUS | 0.180       | Post office box   |
| 42     | Rail            | White           | 7         | TRACKS     | 0.180       | Railway lines   |
| 43     | Religious       | Blue            | 5         | CONTINUOUS | 0.180       | Includes Temple, Church, Mosque and all worship places                            |
| 44     | RevisionMarks   | Red             | 1         | CONTINUOUS | 0.180       | Revision markers showing the location of revisions in drawing.                    |
| 45     | Sewer           | Cyan            | 4         | SEWER_LINE | 0.300       | Sewage lines  |
| 46     | Shrub           | Bluish Green    | 104       | CONTINUOUS | 0.250       | Shrubs / Group of trees   |
| 47     | Spotlevel       | Grey            | 8         | CONTINUOUS | 0.130       | Spot levels of topographic surveys  |
| 48     | Statue          | Blue            | 5         | CONTINUOUS | 0.250       | Statues and their stages  |
| 49     | Subway          | Green           | 3         | CONTINUOUS | 0.250       | Existing subways  |
| 50     | Survey          | Red             | 1         | CONTINUOUS | 0.180       | All station points, Traverse points & Bench marks                                 |
| 51     | Survey_chainage | White           | 7         | CONTINUOUS | 0.250       | Survey chainage lines & text  |
| 52     | Tele            | Red             | 1         | TELE       | 0.180       | Includes all Telephone lines, poles & junction boxes                              |
| 53     | Text            | White           | 7         | CONTINUOUS | 0.300       | General text entities not belong to a particular survey feature. (Eg: Town names) |
| 54     | Textbig         | Cyan            | 130       | CONTINUOUS | 0.500       | Entities of "Big" TextStyle   |

RFP for the Selection of Engineering survey support consultant for land survey and allied works in Naya Raipur

|   |             |              |           |            |             |  |
|---|-------------|--------------|-----------|------------|-------------|--|
| 55  | Text medium | Cyan         | 130       | CONTINUOUS | 0.350       | Entities of "Medium" TextStyle                                   |
| 56  | Textsmall   | Cyan         | 130       | CONTINUOUS | 0.300       | Entities of "Small" TextStyle                                    |
| 57  | Textframe   | Cyan         | 8         | CONTINUOUS | 0.180       | Frames created for text entities                                 |
| 58  | Title       | White        | 7         | CONTINUOUS | 0.000       | All entities related to Title                                    |
| 59  | Traffic     | Green        | 3         | CONTINUOUS | 0.180       | All Traffic signs & signals                                      |
| 60  | Tree guard  | Bluish green | 104       | CONTINUOUS | 0.180       | Tree guards  |
| 61  | Tree1       | Bluish green | 104       | CONTINUOUS | 0.250       | Girth 300mm - 600mm  |
| 62  | Tree2       | Bluish green | 104       | CONTINUOUS | 0.250       | Girth 600mm - 900mm  |
| 63  | Tree3       | Bluish green | 104       | CONTINUOUS | 0.250       | Girth 900mm - 1800mm   |
| 64  | Tree4       | Bluish green | 104       | CONTINUOUS | 0.250       | Girth above 1800mm   |
| 65  | Vports      | White        | 7         | CONTINUOUS | 0.000       | All Viewport Frames (Need not to                                 |
| SI No.  | Layer Name  | Colour Name  | Colour No | Line Type  | Line Weight | Remarks  |
|   |             |              |           |            |             | be plotted)  |
| 66  | Water       | Blue         | 5         | CONTINUOUS | 0.180       | Includes water taps, water tanks, Hand pumps & all water bodies. |
| <p>General Specifications while producing AutoCAD drawing:</p> <p>“ The LTSCALE value will be 0.315 for 1:1000 scale drawing. • Points will be connected by 3DPOLY command and not by PLINE.</p> <p>“ Colour &amp; Linetype of all entities will be By Layer.</p> <p>“ Blocks given in legend drawing will be used for respective survey features.</p> <p>“ All text will be written with nearer justification to the object.</p> <p>“ Text entities will be placed on the corresponding layer of the object to which it belongs.</p> <p>“ Features not included above shall be placed in new layers.</p> |             |              |           |            |             |  |

## 1.9 Job Descriptions for the Personnel to be deployed at NRDA

### 1.9.1 Surveyor Engineer (Team Leader)

1. Provide assistance to all other Divisions within NRDA and on all matters related to surveying.
2. Maintain liaison with other public agencies, the private sector, and professionals for surveying activities.
3. Coordinate survey requirements and related policies
4. Research and evaluate new survey equipment and techniques and its applicability in NRDA.
5. Coordinate the establishment, maintenance and application of an effective survey management system.
6. Prepare budget and staffing requirements for the survey function and keeping records of survey costs.
7. Oversees the functions of the Topographic Mapping Team.
8. Oversees and programs geodetic control survey projects.
9. Develops and maintains CADD data storage and retrieval systems.
10. Manages and supervises the CADD Systems Team.
11. Develops and manages the NRDA's CADD programming and training needs, and CADD support.
12. Develops policies and procedures for geodetic control and topographic mapping.
13. Provide administrative functions and support for the Team.
14. Review requests, plan, and schedule field surveys in cooperation with other Divisions.
15. Solve field survey problems, as well as determine the most expeditious and cost effective manner to perform the survey work. b. Meet with other Divisions and agencies to study the scope, details and important aspects of requested field surveys.

### 1.9.2 Instrument Man

The Instrument Man is the secondary supervisor on a survey party and has the responsibility to:

1. Assemble information and develop data necessary to perform field surveys.
2. Process, coordinate, and evaluate team for field surveys.
3. Notify property owners of the NRDA's intent to enter upon their property to perform field surveys.
4. Assist in the assembling of all available project data to be used in the field.
5. Maintain database files for monument geodetic control points established by the Division of Plats and Surveys and Federal Agencies.
6. Determine field methods and procedures that produce not only an economical survey but also a final product that meets the needs of that specific project.
7. Monitor his party's department during working hours to ensure efficiency of the personals.
8. Assure that all survey equipment is properly maintained and that equipment is used for its intended purpose.
9. Ensure that safety is given top priority in the planning and execution of all surveys.
10. Operate angular, electronic distance measuring, leveling and GPS instruments in field survey operations. b. Supervise the survey party in the absence of the Party Chief.
11. Record notes pertaining to the measurements taken by the various survey instruments and other miscellaneous notes as directed.
12. Assist the Team leader in the computation of survey data.
13. Assist the Team leader in the review of project data prior to the beginning of field surveys.
14. Review the survey notes recorded at the completion of a project.

### 1.9.3 CAD operator

The Cad operator will support the Team Leader and ground teams and will have responsibility to:

1. Drafting, editing, and finalizing design plans and details using appropriate and efficient methods and adhering to Geosyntec drafting standards
2. Understanding and visualizing overall civil/geotechnical engineering concepts, such as grading, and translating abstract concepts to design drawings
3. Analyzing sketches, notes and other input material to determine best approach to complete a drawing set

4. Managing production of drawing sets from creation, markup and modification based on overall design
5. Working collaboratively with other Divisions on NRDA to prepare design drawings and details and reviewing completed work products to ensure quality.
6. Perform other duties as directed by the Team leader and Instrument Man.

#### 1.9.4 Rodmen

The Rodmen on a survey crew has the responsibility to:

1. Operate supporting electronic distance measuring equipment such as prisms, tribrachs, and prism poles during field surveys.
2. Obtain precise measurements by using steel tapes.
3. Clear lines of sight.
4. Maintain and clean survey equipment such as tapes, rods, sighting equipment, hand tools, etc.
5. Perform other duties as directed by the Team leader and Instrument Man.

## 1.10 Job items and Time schedule

Based on the requirement, the job orders for the item/s of the works shall be issued for the work required and the successful tenderer shall have to commence the works within three days of the job orders and shall have to complete within the time prescribed below-

| Item No | Item   | Time  |
|---------|--|---|
| (1)     | Field survey of land to capture coordinates and ground levels, topographical, natural and existing physical features of land with reference to permanent bench mark with Total Station Survey instrument of one second accuracy, integration with survey data of adjoining areas, preparation of survey report and AutoCAD drawings showing physical features and contour at 0.5 m interval,                   | 7 days for area up to 15ha, additional 1 day for each block of 5 ha   |
| (2)     | Field survey of villages to capture topographical natural and existing features including built up areas of different typology, adjoining semi open areas, open areas, areas enclosed by compound walls, septic tanks ownership of each built up area existing land use, existing roads, street lights, existing transforms, trees, tube wells, dug wells, water bodies, existing drainage pattern, shops etc, | 10 days for area comprising of dwelling units up to 150, additional 1 day for each block of 15 dwelling units |
| (3)     | Demarcation of a given layout at site,   | 2 days for area up to 15ha, additional 1 day for each block of 10 ha  |
| (4)     | Demarcation of layouts by digging shallow trenches of size 30 X 45 cm along the plot boundaries  | 7 days for area up to 15ha, additional 1 day for each block of 5 ha   |
| (5)     | Supplying and fixing of boundary pillars at given points   | 7 days for area up to 15ha, additional 1 day for each block of 5 ha   |
| (6)     | Establishing benchmarks by cross checking with at least three points and Construction of benchmark blocks, at given locations in Naya Raipur.  | 7 days  |
| (7)     | Integration of survey data of areas; available with NRDA by calibrating them to the permanent benchmark, verification ground-truthing, preparation of survey report and AutoCAD drawings showing physical features and contour at 0.5 m interval,  | 7 days for area up to 15ha, additional 1 day for each block of 5 ha   |



## Draft Agreement

THIS AGREEMENT ("The Agreement") is made on the \_\_\_\_ this day of \_\_\_\_\_ 2016 at Raipur.

### BETWEEN

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

### AND

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

NRDA and the Contractor are collectively referred to as 'Parties' and individually as "Party".

### WHEREAS

- A. Government of Chhattisgarh (GoCG) is developing Naya Raipur, as the capital city of Chhattisgarh near Raipur for the State Administrative functions supported by all other function required for a sustainable city such as physical and social infrastructure, residential, institutional commercial, recreational and industrial developments.
- B. Naya Raipur Development Authority (NRDA) is a special area development authority established by GoCG under the Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973 for development and administration of Naya Raipur.
- C. As part of development activities, NRDA is developing and shall plan, design and develop residential, commercial, institutional, recreational, industrial, urban infrastructure, utility and social projects by selection of various architects, planning and design firms, technical contractors, project management and construction supervision contractors
- D. As part of development activities, NRDA is developing and shall plan, design and develop residential, commercial, institutional, recreational, industrial, urban infrastructure, utility and social projects by promoting Public Private Partnership framework, depending on the nature of projects.
- E. Naya Raipur has also been selected as a demonstration city under the UNDP-GEFWorld Bank assisted Sustainable Urban Transport Project (SUTP) being implemented by Government of India. The project is being implemented.
- F. NRDA has a limited in-house manpower capacity. NRDA therefore needs Contractor/ Engineering Surveyor to undertake various land survey tasks. Land Survey work includes topographic survey, demarcation of layouts, supply and fixing of boundary pillars, construction of benchmark pillars and compilation of topographic data and is more elaborated in Appendix-D of RFP. NRDA intends to select and appoint a Land Surveying Team (LST) through this RFP for providing the services described in the scope of services in this RFP. The deployed personnel by appointed Contractor/ Engineering Surveyor, peered by a Project Manager at the Head Quarter of the selected Contractor/ Engineering

Surveyor, shall be dedicated for providing services to NRDA from the location specified by NRDA in Raipur / Naya Raipur.

- G. In response to the request for proposal, several proposals were received and after evaluating the same, the Proposal submitted by the Contractor has been accepted and Letter of Acceptance No. ----- dated ----- was issued.
- H. The Contractor covenants to undertake the Assignment as set forth in the Terms of Reference and Scope of Services (As in Appendix D, hereinafter referred to as “the Services”) and to perform, fulfill, comply with and observe all and singular provisions, conditions and requirements of this Agreement by deploying dedicated personnel with specified qualification, experience and skill sets.
- I. In consideration thereof, NRDA will pay to the Contractor fee (hereinafter referred to as “the Fee” As in Appendix H1) and will perform, fulfill, comply with and observe all singular provisions, conditions and requirements to the Agreement.
- J. NRDA hereby appoints M/s. ----- as the Contractor on the conditions as laid down in the agreement and in the following annexure appended hereto and forming an integral part of this Agreement and the Contractor accepts the appointment

:-

|                  |  |
|------------------|--|
| Appendix C       | Qualifications and competence of the key professional staff              |
| Appendix H1 & H2 | Fees offered by the contractor and accepted by NRDA                      |
| Appendix 1       | Roles, Responsibilities and Broad Scope of Work of Land Survey Team (LST |
| Appendix K       | General Conditions of Contract   |

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

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

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

By the hands of its authorized signatory

-----  
Authorized Signatory of First Party

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

-----  
Authorised Signatory of Second Party

Name :  
Designation:  
Address:

In the presence of:

1. \_\_\_\_\_,

Name :  
Address:

2. \_\_\_\_\_

Name :  
Address:

## GENERAL CONDITIONS OF CONTRACT

### 1. RELATIONSHIP BETWEEN THE PARTIES

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

### 2. DURATION OF THE AGREEMENT

The Consultancy period shall be initially for three years effective from the joining date of the Team leader which can be extended for a further period at least for two Years. However, the team, of the given assignment/s shall continue to work till the completion of that/those assignments.

### 3. MODE OF PAYMENT

- 3.1. By 15<sup>th</sup> day of each month the LST shall raise invoice for the monthly fee for the previous month, along with the list of works done in the previous month, list of issues / critical activities, if any and attendance sheet of all personnel showing days of absence, duly certified by the Project Manager. The fees as approved under the RFP shall be paid within 15 days from the date of receipt of the invoice, complete in all respect. However, the first monthly fees shall be paid one month after the actual deployment of the staff at Raipur/Naya Raipur. The fees shall be inclusive of all expenses of the personnel deployed and overheads & miscellaneous expenses and profit. It shall also be inclusive of all taxes, surcharges out pocket expenses which may be incurred by the contractor towards travel, documentation and communication except the Service tax, which will be paid separately, as agreed here under.
- 3.2. The expenses on account of travel outside the Raipur and Naya Raipur, as per instruction of CEO, NRDA to the LST team members, the cost of travel, local conveyance, lodging in the host city and out of pocket expenses shall be paid by NRDA, provided that the travel is made with the prior written approval of CEO, NRDA or when the travel has been made as per the written instruction of NRDA. The eligibility for the travel for the Team Leader cum Senior Executive would be economy class airfare or AC 2-Tier for travel, on actual and the eligibility for lodging and boarding shall be business hotel accommodation, and commuting expenses as admissible to Class I (Jr. Grade) Officer of the State Government. The eligibility for the travel for other personnel of LST would be AC 2-Tier or 3-Tier for travel, on actual and the eligibility for lodging and boarding shall be business hotel accommodation, and commuting expenses as admissible to Class II Officer of the State Government. NRDA would provide in advance suitable amounts to the staff to undertake the travel, and settle the advances on submission of bills by the staff.
- 3.3. The Project Manager shall visit office of NRDA at the beginning of every month or as may be decided mutually and shall spend around 2 working days, to discuss list of activities, project structure, strategies, NRDA policies, any issue with the working of LST etc. The cost of such travel, lodging, boarding, local conveyance, out of pocket expenses by the Project Manager shall be part of the monthly fee of LST and shall not be paid extra.
- 3.4. NRDA may request visit of any other official of the organization of the LST for any expert advice and discussion. For such instances, cost of travel from the location of such official in India to Raipur, cost of local conveyance in Raipur and Naya Raipur, cost of food, accommodation and out of pocket expenses shall be paid by NRDA, along with cost of man-days for the visiting personnel for the days spend for such

discussions, based on the cost per man-day for such personnel, which will be stated by the LST in its communication, while confirming the dates and name of visiting personnel(s). The payment shall be made on submission of invoice along with original bills, tickets, boarding passes.

- 3.5. NRDA shall, at its cost and expense, provide to the LST staff the facilities such as suitable work-place including workstations with table, chair, phone connection, internet connection, furniture, fittings, stationery and consumables. However, required software and hardware like, Desktops/ Laptops, external USB storage, data card, printers, scanner photocopier etc. shall be provided by the LST at its own cost at approved location at Raipur/Naya Raipur. All hardware procured by the Contractor shall be maintained by the Contractor at its cost.
  - 3.6. The Service Tax levied on such services shall be payable extra by NRDA at the then prevailing rate on every payment made to the LST against invoice, including those for paying the travel cost of any personnel of the Contractor's organization, other than the Project Manager.
  - 3.7. TDS as applicable shall be deducted at source from every payment.
  - 3.8. The fee payable by NRDA to the Contractor for the Services shall be computed and paid subject to the conditions of service Agreement, by NRDA on the basis of actual time spent by the personnel in performance of the services at the Estimated Billing rates approved by NRDA after deducting taxes at source as per applicable law.
  - 3.9. The Fee shall be inclusive of all applicable taxes, cess and levies except service tax and also inclusive of all office and site supervision expenses which may be incurred by the firm and personnel towards office equipment and automation, hardware, software, consumables etc, documentation, travel, transportation, communication etc and head office overheads. ("Office and Other Expenses")
  - 3.10. The Service period shall be initially for 3 ( Three) years effective from the joining date of the Team leader which can be extended for a further period at least for two Years. The rates quoted for the project shall remain firm for initial 12 months period and shall be increased by 10% on the rates quoted above previous year billing rate, for each year on previous year's fees provided that the services are found satisfactory. However, NRDA shall have right to review the performance of the LST and if NRDA is not desirous of continuation of the services of the LST on ground of unsatisfactory performance or breach of any term or condition of the contract it may terminate the agreement by giving notice of 30 days and by providing reasonable opportunity to be heard. In such a case the LST shall only be entitled to receive the fees due till the date of notice but no other claim on any ground shall be allowed.
  - 3.11. All the payment under this agreement shall be made by NRDA after certification of the bills by the Nodal officer of NRDA.
  - 3.12. The service tax shall be paid by NRDA separately at the applicable rates
4. The key deliverables would be as per the following table:
- Reports
- a) The Project Manager shall submit 2 hard copies and 2 soft copies in CD ROM the following reports to the NRDA

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

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

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

#### 5. PERFORMANCE SECURITY

An amount of Five percent shall be deducted from each payment made to the LST during the first year and retained as Performance Security which shall be returned without any interest on termination of this agreement, after deducting the dues, penalty, if any.

The NRDA shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Contractor in the event of breach of this Agreement or for recovery of liquidated damages specified herein above.

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

#### 7. PENALTY FOR DEFAULT

7.1. All personnel deployed under LST shall be eligible for leaves for a cumulative period of 30 working days in a year or not more than 12 working days at one time. The Team Members of the LST shall obtain written approval of the leave from the CEO, NRDA or any officer nominated by him.

7.2. For any reason whatsoever, if any team member remains absent from duty for a cumulative period of more than 30 working days in a year or more than 12 working days at one time, the contractor shall deploy a personnel of equal or higher qualification and experience under intimation to the CEO. In the event of the failure of the contractor to do so, a pro-rata deduction in the fees per working day for the member remaining absent shall be made from the payment due.

7.3. In the event the Project Manager, proposed in the technical proposal, is changed, one time penalty, equivalent to one month's fee payable for the services of the Project Manager shall be imposed as penalty, unless the reason of change is not due to reason of leaving the Contractor's organization by the Project Manager. In the event the Project Manager leaves the Contractor's organization, the Contractor shall substitute by a personnel with equal or higher qualification with prior approval of NRDA.

7.4. In the event the Team leader, proposed in the technical proposal, is changed, one time penalty, equivalent to one month's fee of the **Team Leader**, shall be imposed, unless the reason of change is not due to reason of leaving the Contractor's organization by the **Team Leader**. In the event the **Team Leader** leaves the Contractor's organization, the Contractor shall substitute by a personnel with equal or higher qualification with prior approval of NRDA

7.5. In the event of total default / failure by the Contractor in providing the Services, NRDA reserves the right to get the Services executed by any other Contractor at the cost and risk of the Contractor.

- 7.6. In case the Project manager does not carry out his monthly visit to Raipur, the monthly fee payable towards the services of the Project manager shall not be paid, in addition a penalty equivalent to One month's fee payable towards the services of the Project manager shall be imposed on the Project support Unit.

8. **SUSPENSION**

NRDA may by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder if the later fails to perform any of its obligations under this Contract, including the carrying out of the services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) request the Contractor to remedy such failure within the period not exceeding fifteen (15) days after the Contractor of such notice of suspension.

9. **TERMINATION OF THE AGREEMENT**

9.1. **By NRDA**

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

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

9.1.2. **By the Contractor**

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

- i. if the NRDA fails to pay any money due to the Contractors pursuant to this Contract and not subject to dispute within forty-five (45) days after receiving written notice from the Contractors that such payment is overdue;
- ii. if the NRDA is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Contractors may have subsequently approved in writing) following the receipt by the NRDA of the Contractors' notice specifying such breach;
- iii. if, as the result of Force Majeure, the Contractors are unable to perform a material portion of the Services for a period of not less than Forty Five (45) days; or
- iv. if the NRDA fails to comply with any final decision reached as a result of arbitration pursuant to this agreement.
- v. In case of any such termination , it shall be the obligation of the contractor, that all the original documents, files, drawings and any other correspondence shall be transferred to NRDA.

10. **CESSATION OF RIGHTS AND OBLIGATION**

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

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

**11. CESSATION OF SERVICES**

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

**12. PAYMENT UPON TERMINATION**

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

**13. DISPUTES ABOUT EVENTS OF TERMINATION**

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

**14. RESPONSIBILITIES AND OBLIGATIONS OF THE CONTRACTOR**

The Contractor shall:

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

**15. Conflict of Interest**

15.1. The Contractor shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

15.2. Prohibition of conflicting activities

Neither the Contractor nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

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

15.3. Contractor not to benefit from commissions discounts, etc.

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



- 15.4. The Contractor 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 Contractor, without being liable in any manner whatsoever to the Contractor, if it determines that the Contractor has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority's other rights or remedy hereunder or in law.
- 15.5. Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Contractor is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Contractor shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Contractor is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 15.6. For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
  - (b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - (c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
  - (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
  - (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Contractors with the objective of restricting or manipulating a full and fair competition in the Selection Process.
16. **CONFIDENTIALITY AND PUBLICITY**
- The Contractor shall treat the details of the output of the assignment and the Services as confidential and for the Contractor's own information only and shall not publish or disclose the details of the output, deliverables /

milestones submitted to NRDA or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous consent in writing of NRDA.

17. **CONTRACTOR'S REPRESENTATIVES**

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

18. **INDEMNITY AND INSURANCE**

18.1. The contractor shall take out and maintain adequate professional indemnity insurance and insurance against claims by third parties resulting from acts performed in carrying out the Services.

18.2. NRDA undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for the personnel or for the dependents of any such personnel.

18.3. The contractor shall indemnify at all times, the NRDA from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the NRDA during or in connection in the Services by reason of: (i) infringement or alleged infringement by the contractor of any patent or other protected right; or (ii) plagiarism or alleged plagiarism by the contractor.

18.4. The contractor shall indemnify, protect and defend, at contractor s own expense, NRDA, its agents and employees, from and against any and all actions, claims, losses or damages arising out of contractor s failure to exercise the skill and care required under this agreement , provided, however: that contractor is notified of such actions, claims, losses or damages not later than twelve months after conclusion of the Services; and provided further \*that the ceiling on contractor s liability shall be limited to the amount approved by NRDA except that such ceiling shall not apply to actions, claims, losses or damages caused by contractor s gross negligence or reckless conduct;

18.5. In addition to any liability contractor may have under this agreement contractor shall, at its own cost and expense, upon request of NRDA, re-perform the Services in the event of contractor s failure to exercise the skill and care.

18.6. The contractor shall have no liability whatsoever for actions, claims, losses or damages occasioned by (i) NRDA s overriding a decision or recommendation of contractor or requiring contractor to implement a decision or recommendation with which contractor does not agree; or (ii) the improper execution of contractor s instructions by agents, employees or independent contractors of NRDA.

19. **OWNERSHIP OF WORK PRODUCT, COMPUTER PROGRAMS AND EQUIPMENT**

All reports, documents, correspondence, draft publications, maps, drawings, notes, specifications, statistics, work product in any form and, technical data compiled or prepared by the contractor and communicated to the NRDA in performing the Services (in electronic form or otherwise and including computer-disks comprising data) shall be the sole and exclusive property of the NRDA, and may be made available to the general public at its sole discretion. The contractor may take copies of such documents and data for purpose of use related to the Services under terms and conditions acceptable to the NRDA but shall not use the same for any purpose unrelated to the Services without the prior written approval of the NRDA.

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

20. **FORCE MAJEURE**

- 20.1. If either party is temporarily unable by reason of force majeure to meet any of its obligations under the Contract, and if such party gives written notice of the event within fifteen (15) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues. Neither party shall be liable to the other party for any loss, actually incurred, or damage sustained by such other party arising from any event or delays arising from such event.
- 20.2. The term “force majeure” shall mean events beyond the control of either party, which prevent the affected party from performing and fulfilling its obligations under the Contract, and could not have been reasonably anticipated or foreseen, or although foreseen were inevitable, such as acts of war, whether or not war be declared, public disorders, insurrection, riots, sabotage, explosions, violent demonstrations, blockades, and other civil disturbances, epidemics, nuclear contamination, landslides, earthquakes, typhoons, volcanic eruption, floods, washouts and other natural calamities and acts of God, strikes, lock-outs or other industrial action or equivalent disruption or disturbances, boycotts and embargo or the effects thereof, and any other similar events.
- 20.3. In the case of disagreement between the parties as to the existence, or extent of, force majeure, the matter shall be submitted to arbitration in accordance with provision of this agreement.

21. OTHER CONDITIONS

- 21.1. In the event, any contribution required by any of the experts of the Contractor s organization, Contractor shall provide such services on mutually agreed terms and conditions. The Contractor shall arrange to submit such contribution of such expert within 7 days from the date of receipt of such communication with the necessary documents from NRDA.
- 21.2. NRDA may request review / comments of any expert of the Contractor s organization on any document prepared by the LST. The Contractor shall arrange to submit such contribution of such expert within 7 days from the date of receipt of such communication with the necessary documents from NRDA. No additional fee shall be paid to the contractor for reviewing and commenting on any document by an internal expert of the Contractor s organization.
- 21.3. In the event NRDA desires the Contractor to perform such additional services which are not within the Terms of Reference, the Contractor shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.
- 21.4. NRDA shall provide to the Contractor documents/ information/ reports as may be required by the Contractor to enable it to provide the Services. NRDA undertakes and agrees to furnish to the Contractor from time to time such other documents/ reports/ information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/ available with the NRDA.
- 21.5. In the event NRDA is not satisfied with performance of any of the personnel deployed, NRDA shall write to the Contractor to substitute such personnel within 90 days with personnel, acceptable to NRDA with equal or higher qualification and experience.
- 21.6. In the event NRDA does not have the requirement of one or more personnel deployed, NRDA shall intimate the same to the Contractor in writing. The Contractor shall withdraw such personnel within a period of 90 days from the date of receipt of such intimation. The Monthly Fee shall be paid as per actual deployment.
- 21.7. NRDA shall have the right to instruct the Contractor to deploy additional experts as part of the LST. The Contractor shall deploy such experts, acceptable to NRDA, within 90 days of receipt of such instruction of NRDA, at mutually agreed terms & conditions and fees.

- 21.8. All intellectual property conceived, originated, devised, developed or created by the Contractor, its agents, specifically for the purpose of rendering the Services, shall vest with NRDA unless otherwise agreed, between NRDA and the Contractor. NRDA as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project
- 21.9. Unless otherwise agreed, NRDA shall have the copyright on all the reports, documents, maps etc., authored, prepared or generated during the course of the Services to be provided by the Contractor.
- 21.10. The holidays, working hours and the timings for working days shall be in accordance with those prevailing in NRDA. However considering the need of the work the team may be called to work on holidays without claiming for any financial benefits.
- 21.11. The deployed personnel may have to work on Saturdays, Sundays, holidays and also on extended hours, to support NRDA in the event of contingencies and urgency. For workings on such additional hours and on holidays no extra payment shall be made to the Contractor.
- 21.12. The organization of LST shall also ensure that the Project Manager shall be available for discussions in Raipur / Naya Raipur, as and when required. The Applicant firms shall also ensure that the Project Manager shall be available for two days at the first week of every month for discussing the progress made by the team in the previous month, to finalise the list of activities for the current month and subsequent months, to discuss project structures, funding patterns etc. and to discuss any other relevant issues.
- 21.13. No personnel of LST can be changed / substituted by the Contractor, except in the case of leaving of a LST personnel by resignation. In such case such personnel will be required to be substituted by personnel of equal or higher qualification and experience within 90 days from the date of notice of resignation of such personnel. Monthly fee shall be paid as per actual payment.
22. **COMPLIANCE WITH LAWS**  
The Contractor shall take due care that all its documents comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Contractor.
23. **GOVERNING LAW AND JURISDICTION**  
This Agreement shall be governed by the laws of India. The Courts at Raipur shall have jurisdiction over all matters arising out of or relation to this Agreement.
24. **DISPUTE RESOLUTION**  
24.1. **Amicable Resolution**  
Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions between the Parties.
- 24.2. **Arbitration a Procedure**  
Any Dispute which is not resolved amicably within 30 days, the same shall be referred to the sole arbitration of Secretary, Housing and Environment Department, Government of Chhattisgarh, whose decision shall be final and binding on both the Parties. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 ("Arbitration Act").
- b **Place of Arbitration**

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

c English Language

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

d Enforcement of Award

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

e Performance during Dispute Resolution

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

25. SEVERABILITY

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

26. WAIVER

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

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

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

27. MODIFICATION

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

28. NOTICES

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

29. TRANSFER OR ASSIGNMENT

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

30. VARIATIONS

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

*(See Clause 3.2)*

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 3.2 of the Agreement and shall be read together therewith in dealing with specific cases.
2. Contractors 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 contractors should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a contractor or between contractors and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
  - (a) Authority and Contractors
    - (i) Potential contractor should not be privy to information from the Authority which is not available to others.
    - (ii) Potential contractor should not have defined the project when earlier working for the Authority.
    - (iii) Potential contractor should not have recently worked for the Authority overseeing the project.
  - (b) Contractors and concessionaires/contractors:
    - (i) No contractor should have an ownership interest or a continuing business interest or relationship with a potential concessionaire/ contractor.
    - (ii) No contractor should be involved in owning or operating entities resulting from the project.
    - (iii) No contractor 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 contractors. 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 contractors become aware of them.
5. Another approach to avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the contractor s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition.
6. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted in exceptional cases upon full disclosure by a contractor coupled with provision of safeguards to the satisfaction of the Authority.
7. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if contractors drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
8. Another form of conflict of interest called “scope-creep” arises when contractors 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 contractors. 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 contractors to extend the length of their assignment.

9. Every project contains potential conflicts of interest. Contractors should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

Schedule 1: Scope of service of the LST

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*To be appended before signing of the Agreement*

Reference invited to Appendix F to the RFP

Schedule 2: Financial Proposal of the LST

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*To be appended before signing of the Agreement*

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

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*To be appended before signing of the Agreement*

Schedule 4: Final version of the RFP document

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*To be appended before signing of the Agreement*