

**REQUEST FOR PROPOSAL FOR
SELECTION OF
INFRASTRUCTURE PROJECT SUPPORT
SERVICE CONSULTANT
FOR
PROJECTS IN NAYA RAIPUR**

RFP No.: 117 / RFP / IPSC / EE C-IV /CE(E)/NRDA/2014-15, Raipur Dated 15-01-2015



NAYA RAIPUR DEVELOPMENT AUTHORITY

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

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Disclaimer

The information contained in this Request for Proposal ("RFP") document provided to the Bidder(s), by or on behalf of Naya Raipur Development Authority (NRDA) or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for NRDA, its employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. NRDA, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

NRDA may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document or modify it by uploading the same in the website www.nayaraipur.gov.in

Data Sheet

S. N.	Description	
1	Type of Technical proposal required	QCBS, Quality cum Cost based Selection
2	Last Date of Receipt of Pre-proposal Query	Date: 27-01-2015 ; Time: 12.00 hrs
3	Date of Pre-Proposal Meeting	Date: 27-01-2015; Time: 12.00 hrs Venue: 1st floor, Utility block, Capitol Complex, Sector- 19, Naya Raipur- 492 002, Chhattisgarh
4	Last date and time of Submission of proposal (Proposal Due Date)	Up to 15.00 hrs; Date: 06-02- 2015
5	Opening of Technical proposal	At 16:30 hours (IST) or thereafter; Date : 06-02-2015
6	Date of opening of Financial proposals	To be intimated later
7	Duration of services:	4years extendable
8	Earnest Money Deposit	Rs 50,000/- (Rupees Fifty thousand Only) in the form of DD drawn on Nationalised/Scheduled bank in favour of "Chief Executive Officer, Naya Raipur Development Authority payable at Raipur+
9	Validity of proposal	120days from due date of Submission of proposal.
10	Representative / Contact Person of NRDA	The Chief Engineer (Engineering) Naya Raipur Development Authority(NRDA) Naya Rakhi, Naya Raipur,
11	Name and Address where queries/correspondence concerning this Request for proposal is to be sent	The Chief Executive Officer (CEO) Naya Raipur Development Authority (NRDA) 1st floor, Utility block, Capitol Complex, Sector- 19, Naya Raipur- 492 002, Chhattisgarh E-mail:ceo@nayaraipur.com, www.nayaraipur.gov.in
12	Address where Bidders must submit proposal at the	The Chief Executive Officer (CEO) Naya Raipur Development Authority (NRDA) 1st floor, Utility block, Capitol Complex, Sector- 19, Naya Raipur- 492 002, Chhattisgarh

SECTION 1

INVITATION TO SUBMIT PROPOSALS AND INSTRUCTION TO BIDDERS

1. INTRODUCTION

Government of Chhattisgarh (GoCG) has decided to develop "Naya Raipur" near the present day Capital City of Raipur for the State Capital functions. All other function required for a sustainable city such as physical and social infrastructure, residential, institutional commercial and 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 broad 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. Accordingly NRDA is taking up the development of various sectors independently.

NRDA has to design the entire infrastructure inside some of the sectors within the overall infrastructure design of the city. Some sectors are already in development stage and NRDA intends to take up series of sectors for the development in next coming up years.

NRDA has a limited manpower and in-house professional capacity to meet the requirement for development of the projects mentioned above. NRDA intends to select and appoint an infrastructure Project Support Consultant (Infra PSC) through this RFP for the services described in the scope of services.

2. INVITATION TO SUBMIT PROPOSALS

NRDA invites detailed proposals from eligible consultants ("Bidder") for providing **"Infrastructure Project Support Services for Projects in Naya Raipur "** ("the Assignment"), in prescribed format set out in the RFP.

3. SERVICES

- i. The Infra PSC, while drawing its knowledge and intelligence resources from the core strength from the parent organizations, shall provide the services of a team of experts 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 Raipur is given in **Appendix E**.
- ii. All the Landscaping designs and output will be vetted by the back office where other skills and expertise will be made available. The back office staff at the head office of the consultant will provide only supporting services to the Infra PSC team stationed at NRDA. The minimum requirement of the expertise is given in **Appendix F**.

4. MINIMUM ELIGIBILITY CRITERIA

- a) The Bidders eligible for participating in the Assignment shall be a single Business Entity having completed similar consulting assignments in India.

- i. The consultant should have successfully completed at least one project providing Infrastructure Project support Service in development authorities or government organizations
 - ii. The consultant should have designed and supervised comprehensive infrastructure projects (such as water supply, sewerage, electrical, storm water drainage, roads and solid waste disposal) of 25 hectares covering all major infrastructures.
 - iii. Should have an average annual turnover of at least **INR 10Crores** in the last three financial years (2011-2012, 2012-2013, and 2013-2014) from Infrastructure Project consulting services.
- b) For the purpose of this RFP document, a Business Entity shall mean a sole proprietorship firm¹ / registered partnership firm² / a company³ registered in India under the Companies Act 1956 amended on 2013.
- c) Consortia shall not be eligible.
- d) Experience of a bidder as a member of consortia, for any project/work shall not be considered.
- e) Any entity, which has earlier been barred by the NRDA, Government of Chhattisgarh (GoCG), or any other state government in India (SG) or Government of India (Gol), or any of the agencies of GoCG / SG / Gol from participating in similar projects and the bar subsists as on the Proposal Due Date, shall not be eligible to submit a Proposal.
5. The RFP document can be downloaded from the web site www.nayaraipur.gov.in and be used for submission. While submitting the proposal it should be accompanied with a non refundable processing fee in the form of a crossed Bank Draft for Rs. 10,000 (Indian Rupees Ten Thousand only) from a scheduled bank of India, in favor of the Chief Executive Officer, NRDA, payable at Raipur towards the Processing fee. The proposal without the processing fee will not be considered for evaluation.
6. NRDA intends to appoint a single entity for the assignment. NRDA is anticipating the requirements for the next 4years for the Infrastructure Project Support Services for the projects in Naya Raipur. However, NRDA shall have the discretion to increase or decrease the scope of services of consultant under the assignment.
- 7. BROAD SCOPE OF WORK**
- i. Create design and data bank for Infrastructure in Naya Raipur
 - ii. Review and compile all primary surveys carried out earlier and create a data bank for infrastructure projects
 - iii. Preparation of layouts for the land parcels identified by the NRDA and architectural drawings of utility building
 - iv. Design of various infrastructure for the land parcels identify by NRDA
 - v. Preparation of detailed engineering designs for infrastructure and buildings and issuing of good for construction drawings to site for execution.
 - vi. Detailed design and detailing of structural elements of buildings and allied works all complete including vetting of designs provided by other consultants appointed by NRDA
 - vii. Preparation of documents for selection of consultants/ contractors
 - viii. Periodical Quality checking
 - ix. Contract management, Coordination with the PMC
 - x. Monitoring the progress of technical consultant appointed by NRDA and vetting the designs

¹ A Sole Proprietorship firm should furnish either the Sales/VAT/Service tax or IT returns for the last two financial years as proof of identity.

² A registered partnership firm should furnish registration certificate under the registrar of firms and the partnership deed executed between the partners as proof of identity.

³ A company should furnish certificate of incorporation and memorandum of association as proof of identity.

- xi. Landscape Planning
- xii. Bid Process Management

The detail scope of work is given in the Terms of reference in APPENDIX C

8. The Team leader shall be overall in charge and shall be responsible for mostly contractual issues or major decisions. He shall also coordinate with NRDA and other consultants. He shall be dealing with the work on day to day basis.
9. The Team leader shall be deployed within 15days of the written intimation issued by NRDA whereas the other members of Team shall be deployed within 30days of written intimation issued by NRDA, as required. The general composition of the Infrastructure Project Support Consultant (Infra PSC) shall be as follows –

Sl. No	Team Composition	Qualification	Number	Minimum Experience
A Onsite Team at Naya Raipur				
1	Team Leader	BE/B-Tech in Civil engineering with Post Graduate in Environmental engineering/ Public health engineering / Building Construction Management	1	16
2	Transport Engineer	BE/B-Tech in Civil engineering with Post Graduate in Transport Engineering.	1	8
3	Electrical Engineer	BE/B-Tech in Electrical engineering	1	8
4	Project Monitoring Specialist	BE/B-Tech in Civil engineering with PG in Construction Management	1	5
5	Architect Planner	B. Arch with postgraduate in Urban/ City Planning	1	5
6	Architect	B. Arch registered with Council of Architecture	1	5
7	IT & MIS specialist	BE/B-Tech in Engineering in Electronics / IT / Computer Science.	1	8
8	Civil Engineer- 1	BE/B-Tech in Civil engineering for PHE Works	1	8
9	Civil Engineer 02	BE/B-Tech in Civil engineering for Building Works	1	5
10	Auto Cad Draftsperson-1	Diploma in Civil Engineering for Architectural Detailing	1	2
11	Auto Cad Draftsperson-2	Diploma in Civil Engineering for Infrastructure Detailing	1	2
12	Data Operator	Graduation: Any discipline with experience in MS Office	1	2
	Total		12	
B Back office support				
1	Contract Specialist	BE/B-Tech in Civil engineering; For Contractual issues	1	20
2	Structural Engineer	BE/B-Tech in Civil engineering with Post Graduate in Structural engineering	1	8
3	Landscape Specialist	B. Arch with postgraduate in Landscape Architecture	1	8
4	Environmental Specialist	BE/B-Tech in Civil engineering with Post Graduate in Environmental engineering	1	8
			4	

Note:

- i. Personnel other than the above listed Personnel such as peon etc. if required by team shall be deployed by the Infra PSC at its own cost for the smooth functioning of the office.
- ii. Minimum 5, 10 and 5 and 5 working days per month is required for Contract, Structural, Landscape and Environmental Specialist respectively.
 - a. 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.

- b. Maximum age for the onsite personnel in the Infra PSC shall be 50 years for Team Leader and 45 years for other members of the team as on 31.12.2014.
 - c. The bidder is required to submit the CVs of the members of the team proposed for deployment as set out in the RFP, which shall be evaluated as provided in the RFP. The personnel proposed in the team shall be required to attend NRDA's office for personal interview at their cost. If a person proposed for any position is not found suitable by NRDA, another CV shall be submitted and the same procedure shall follow till a suitable person for the given position is approved.
10. NRDA intends to adopt a single stage bidding process for selection of Technical Consultant for the Assignment. The ToR and the scope of services are set out in **Appendix C**.
 11. The Proposals received from eligible technical consultants shall be evaluated on the basis of the criteria set out in this RFP document. Each Bidder shall submit a maximum of one (1) Proposal for the Assignment. Any Bidder who submits more than one Proposal for the Assignment shall be disqualified. The Bidder shall also be responsible and shall pay for all of the costs associated with the preparation of its Proposal and its participation in the bidding process.
 12. The Successful Bidder is required to enter into a Consultancy Agreement with NRDA and the draft of the same is set out in **Appendix D**. The fees shall be paid to the Successful Bidder by NRDA in the manner as set out in the Draft Consultancy Agreement.
 13. The Consultancy period shall be initially for four 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 Infra PSC team, of the given project/s shall continue to work till the completion of that/those project/s. 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 Infra- PSC and if NRDA is not desirous of continuation of the services of the Infra- PSC on ground of unsatisfactory performance or breach of any term or condition of the contract it may terminate the agreement by giving notice of 15 days and by providing reasonable opportunity to be heard. In such a case the Infra- PSC shall only be entitled to receive the fees due till the date of notice but no other claim on any ground shall be allowed.
 14. The Proposal shall remain valid for a period not less than 120 days from the Proposal Due Date (Proposal Validity Period). NRDA reserves the right to reject any Proposal, which does not meet this requirement. The proposal validity period may further be extended on mutual consent.
 15. **EARNEST MONEY DEPOSIT (EMD)**
 - i. Proposal should necessarily be accompanied by an Earnest Money Deposit for an amount of Rs.50,000/- (Rupees Fifty thousands 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.

- ii. EMD shall be returned to the unsuccessful Bidders within a period of two (2) weeks from the date of issue of letter of acceptance to the Successful Bidder. EMD submitted by the Successful Bidder shall be adjusted towards the performance security and retained by NRDA.
- iii. EMD shall be forfeited in the following cases:
 - a) if any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and
 - b) if the successful Bidder fails to execute the Consultancy Agreement within the stipulated time or any extension thereof provided by NRDA.

16. CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS

- a. Bidders may request a clarification of any of the issue related to the RFP document up to the date indicated in the Data Sheet. Any request for clarification must be sent in writing to the address indicated in the Data Sheet. The responses of NRDA will be uploaded in the website www.nayaraipur.gov.in without identifying the source of inquiry.
- b. At any time before the proposal due date the NRDA may, whether at its own initiative, or in response to a clarification requested by a firm, amend the RFP by issuing an amendment. The amendment shall be uploaded in the website (www.nayaraipur.com) only. The amendments shall be binding on the bidders. To give bidders reasonable time to take an amendment into account in their proposals, the NRDA may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission by uploading a notice in the website of NRDA only. In case there is a substantial change in RFP, NRDA will publish the revised RFP. Revised RFP will be uploaded in the website www.nayaraipur.gov.in and the same should be submitted.

17. CONFLICT OF INTEREST

NRDA policies require that selected bidders under contracts provide professional, objective, and impartial advice and at all times hold the NRDA's interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders shall not be engaged for any assignment that would be in conflict with their prior or current obligations to other NRDAs, or that may place them in a position of not being able to carry out the assignment in the best interest of NRDA. Without limitation on the generality of the foregoing, bidders, and any of their associates shall be considered to have a conflict of interest and shall not be engaged under any of the circumstances set forth below:

- (i) If a consultant combines the function of consulting with those of contracting and/or supply of equipment; or
- (ii) If a consultant is associated with or affiliated to a contractor or manufacturer; or
- (iii) If a consultant is associated with or affiliated to or combines the function of consulting with the firm that prepared the Detailed Project Report (DPR) Architectural Planning or proof checking engineering, design for the project(s) under assignment.
- (iv) If a consultant is owned by a contractor or a manufacturing firm for the projects(s) under assignment. offering services as bidders for the consultant should include relevant information on such relationships along with a statement in the Technical

proposal cover letter to the effect that the consultant will limit its role to that of a consultant and disqualify itself and its associates from work, in any other capacity or any future project within the next five years (subject to adjustment by NRDA in special cases), that may emerge from this assignment (including bidding or any part of the future project). The contract with the consultant selected to undertake this assignment will contain an appropriate provision to such effect; or

- (v) If there is a conflict among consulting assignments, the consultant (including its personnel) and any subsidiaries or entities controlled by such consultant shall not be engaged for the relevant assignment.

18. FRAUD AND CORRUPTION

NRDA requires that bidders to observe the highest standard of ethics during the selection process and in execution of contracts. In pursuance of this policy, the NRDA:

- (i) defines, for the purposes of this provision, the terms set forth below as follows:
 - (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of any party in the consultant selection process or in contract execution;
 - (b) “fraudulent practice” means a representation or omission of facts in order to influence a selection process or the execution of a contract;
 - (c) “collusive practices” means a scheme or arrangement between two or more bidders, designed to influence the action of any party in a consultant selection process or the execution of a contract;
 - (d) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a consultant selection process, or affect the execution of a contract; and
- (ii) NRDA will reject a proposal for award if it determines that the consultant recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- (iii) NRDA will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in NRDA-financed activities if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an NRDA-financed contract; and
- (iv) NRDA will have the right to require that, in consultant selection documentation and in contracts financed by the NRDA, a provision be included requiring bidders to permit the NRDA or its representative to inspect their accounts and records and other documents relating to consultant selection and to the performance of the contract and to have them audited by auditors appointed by the NRDA.

19. PREPARATION OF THE PROPOSAL

- a. The proposal shall be in English language. The original proposal (Key submissions, Technical and Financial proposals) shall contain no interlineations or overwriting, except as necessary to correct errors made by bidders themselves. Any such corrections,

interlineations or overwriting must be initialled by the person(s) who had signed the proposal. The authorized representative of the bidder shall initial all pages of the original hard copy of the Key Submissions, Technical and Financial proposal. All the documents should be Hard Bound.

- i. Bidder’s proposal (the proposal) shall consist of three (3) envelopes -

Envelope-1	Key submissions
Envelope-2	Technical proposal
Envelope-3	Financial proposal

- ii. The bidder shall submit Original hard bound document in each of the above envelopes and shall also submit a soft copy in CD ROM of all the contents of “Key Submission” and “Technical Proposal” in a separate cover in Envelope – 2
 iii. The contents of the envelopes are set out below

b. Envelope 1: “Key Submissions”

The following documents shall be submitted in Envelope 1 –

- i. Letter of proposal in the prescribed format (Appendix A);
- ii. A non refundable processing fee as a crossed demand draft is required to be enclosed for an amount of Rs. 10,000 (Rupees Ten Thousand only) drawn in favor of CEO, Naya Raipur Development Authority (NRDA) on any scheduled bank, payable at Raipur, Chhattisgarh.
- iii. Earnest Money Deposit for an amount of Rs.50,000/- (Rs. Fifty thousand only) in the form of a Demand Draft in favour of the Chief Executive Officer, Naya Raipur Development Authority, on any scheduled bank, payable at Raipur.
- iv. Power of Attorney for signing the proposal in the prescribed format (Appendix – B).
- v. RFP and draft Consultancy Service Agreement duly signed in blue indelible ink and stamped by the authorized representative of the bidder.

c. Envelope 2: “Technical Proposal”

The following documents shall be submitted in Envelope 2 –

- (i) A brief description of the organization supported by a certified copy of registration of the Firm and details of contact person in Form TECH-1.
- (ii) Description of Experience of Bidder to illustrate Experience (Not to exceed A-4 size Three page for each Project) in Form TECH-2. Experience of Project Management Consultancy (from Project commencement to Completion) should be supported by a certificate from an authority of the rank of Executive Engineer/ General Manager of the client. The certificate should clearly set out the name of the project, activities undertaken, project cost, date of commencement and date of completion of project management consultancy services. In case the Project cost is not set out in the certificate from the client, the bidders can submit a certificate from Statutory Auditor indicating the same.
- (iii) Average Annual Turn Over in last three Financial Years from project Management Consultancy Services in Form TECH-3. The Turn Over should be certified by the Statutory Auditor/Chartered Accountant. Turn Over not certified by Statutory

Auditor/Chartered Accountant or not clearly stating that the turn over relate to revenue received from project Management Consultancy Services shall not be considered for evaluation.

- (iv) CVs (Curriculum Viate) of the Team leader and other key personnel proposed for this assignment. It should not exceed four pages (A-4 size) for each expert's CV using Form TECH-4. The name, age, nationality, background employment record, and professional experience of each nominated expert, with particular reference to the type of experience required for the assignment should be presented in the CV.
- (v) All nominated experts must be Indian nationals. Only one CV should be submitted for each position. Higher rating will be given to nominated experts who are regular full-time employees who have been employed continuously by the bidder for more than 36 months prior to the proposal due date.
- (vi) Each expert should confirm that the content of his/her curriculum vitae (CV) is correct and the experts themselves should sign the certification of the CV, the same should have counter signature by the authorised representative. However, in particular cases, the NRDA may accept a senior officer of the bidder signing the CVs on behalf of the experts. If, for valid reasons, the experts are unable to do so, and the bidder's proposal is ranked first, copy of the CVs signed by the experts concerned must be submitted to the NRDA prior to the signing of agreement.
- (vii) General approach and methodology, work and staffing schedule in from TECH-5. It should be in maximum ten (10) pages inclusive of charts and graphs. Comments, if any, on the TOR to improve performance in carrying out the assignment. Innovativeness will be appreciated, including workable suggestions that could improve the quality/effectiveness of the assignment.
- (viii) The bidder shall submit a soft copy in CD ROM of all the contents of "Key Submission" and "Technical Proposal" in a separate cover in Envelope – 2

d. **Envelope 3:"Financial Proposal"**

- (i) The Financial proposal must be submitted in hard copy using Form FIN – 1 Bidders shall use only Indian currency in preparation of Forms FIN-1. The billing rate shall be inclusive of – Remuneration to the including cost of personnel, all out-of pocket expenses, cost of lodging, boarding, travel, transportation, documentation overhead, all the taxes, cost to company, profits etc. The service tax shall only be reimbursed separately.
- (ii) The Remuneration corresponding to personnel (onsite and back office) should also include all the taxes, all out of pocket expenses, their lodging and boarding and local travel etc.
- (iii) The expenses on account of travel in connection with the project support services by team members to the cities other than those cities where Head office or branch office of the consultant companies are located, will 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. However, the eligibility for the travel 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) of the State Government. NRDA would advance suitable amounts to the staff to undertake the travel, and settle the advances on submission of bills by the staff.
- (iv) Travel and accommodation of other senior officials of the company (from their respective offices to Raipur or to other destinations on their visit at the request of NRDA) shall be reimbursed by NRDA on actual.
 - (v) NRDA shall, at its cost and expense, provide to the Infra-PSC staff the facilities such as Suitable work-place including workstations, furniture, fittings, internet connection Telephone/ Fax and stationery. The cost of water, electricity, and office consumables will be provided by NRDA. However, software for planning, design, and drawing, Desktops/ Laptops with, Printer, scanner photocopier, plotter etc. at approved location at Naya Raipur, shall be provided by the Infra -PSC at its own cost for delivering its responsibilities successfully and upto the satisfaction of NRDA. An amount of Rs 20 Lakhs shall be provided by NRDA by way of mobilization advance on receipt of bills and installation/ commissioning of hardware and software as stated above, at place designated by NRDA. The mobilization advance shall be deducted in 15 monthly equal instalments from 4th monthly payment onwards.
 - (vi) The Financial proposal shall be placed in a sealed Envelope –3 clearly marked by red felt pen “FINANCIAL PROPOSAL” and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” If the Financial proposal is not submitted by the bidder in a separate sealed envelope and not duly marked as indicated above, this will constitute grounds for declaring both Technical and Financial proposals non-responsive.
- e. The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder’s own risk.
 - f. It shall be deemed that prior to the submission of the Proposal, the Bidder has:
 - i. made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
 - ii. received all such relevant information as it has requested from NRDA; and
 - iii. Made a complete and careful examination of the various aspects of the Project.
 - g. NRDA shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

20. SUBMISSION , RECEIPT AND OPENING OF PROPOSALS

- a. All The three envelopes shall be 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.
- b. Proposals must be delivered at the indicated addresses on or before the time and date stated in the Data Sheet or any new date extended by NRDA.

SECTION 2

a. EVALUATION, AWARD AND SIGNING OF AGREEMENT

1. The evaluation of the proposals shall be done on Quality cum Cost Basis (QCBS). From the time the proposals are opened till the time the contract is awarded, the bidder should not contact NRDA on any matter related to its Technical and/or Financial proposal. Any effort by a bidder to influence in examination, evaluation, ranking of proposals or recommendation for award of contract may result in rejection of the bidder's proposal.
2. No request for alteration, modification, substitution or withdrawal shall be entertained by NRDA in respect of proposals already submitted by the bidder.
3. Prior to evaluation of proposals, NRDA will determine whether each proposal is responsive to the requirements of the RFP by opening the Envelop-1. A proposal shall be considered responsive only if:
 - (a) It is received by the proposal Due Date including any extension thereof;
 - (b) It is accompanied by the EMD of Rs. 50,000/- in the name of CEO, NRDA in accordance with the RFP document;
 - (c) It is accompanied by demand draft of Rs 10,000/- non-refundable processing fee, in the manner as specified in this RFP document
 - (d) It is signed, sealed, hard bound and marked as stipulated in this RFP document;
 - (e) It is accompanied by the Power of Attorney, authorizing a representative of the bidder for signing the proposal;
 - (f) It contains all the information (complete in all respects) as requested in the RFP;
 - (g) It does not contain any condition or qualification;
4. NRDA reserves the right to reject any proposal which is non-responsive.
5. NRDA shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
6. After the technical evaluation is completed and the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangement for attending the opening.
7. The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1)

indicated in the Data Sheet: $S = S_t \times T\% + S_f \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

8. The Evaluation of the Technical Proposal shall be done based on the following scoring system –

The proposals will be evaluated on Quality cum Cost Based services with a weight age of Technical 80% and Financial 20%

The Evaluation of the Technical Proposal shall be done based on the following scoring system the criteria, sub-criteria, and point system for the evaluation of Full Technical & Financial Proposals are:

Sl. No	Scoring Criteria	Score
1	The consultant should have successfully completed providing Infrastructure Project support Service in development authorities or government organizations. a. One work : 25 points b. Up to two works : 30 points c. Three or more projects : 40 points	40
2	Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TOR): a. Technical Approach and Methodology, work plan, Organization and Staffing : 10points b. Presentation : 20 points *	30
3	Key Experts' qualifications and competence for the Assignment (for professionals staff qualifications please refer the ToR and Scope of Work) Percentage Weights: a. Team Leader : 15 points b. Transport Engineer : 08 points c. Contract Specialist : 07 points The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant weighted percentage: 1) General qualifications (general education, training, and experience): 40% (a) Education: : 10% Minimum as per ToR : 07% Additional Relevant training / higher education : 03% (b) Experience: : 15% Minimum as per ToR : 10% Two years more than minimum : 15% c) Regular Employment with the Firm : 15% Not an Employee : 0% Minimum one year : 10% More than three years : 15% 2) Adequacy for the Assignment (relevant education, training, experience in the sector / similar assignments as per TOR) : 60% Total weight: 100% On evaluation of technical proposal, the marks shall be given out of 80 as detailed above excluding 2b i.e for Presentation. The consultant who score more than 55 marks out of 80 shall only be invited for making presentation before the jury	30

Sl. No	Scoring Criteria	Score
	<p>In presentation the marks shall be given out of 20 Total points :100</p> <p>The minimum technical score (St) required to be eligible :60 Financial bid in respect of consultants getting top three technical score shall only be opened.</p> <p>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 and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are: $T = 80\%$, and $P = 20\%$ Proposals are ranked according to their combined technical (St) and financial (Sf) 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: $S = S_t \times T\% + S_f \times P\%$.</p> <p>Note: At present, only the following CVs shall be submitted in technical proposal</p> <p>Team Leader : 1 No. Transport Engineer : 1 No. Contract Specialist : 1 No.</p>	

5. The Team leader shall deliver the presentation. No other person shall be allowed to deliver the presentation. In case the **Team leader** does not attend for making presentation the marks in "PRESENTATION" shall not be given.
6. Financial Proposals shall be opened publicly in the presence of the Consultants' representatives. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of top three Consultants shall be then opened, and the total prices read aloud and recorded.
7. 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.
8. The event of acceptance of the Proposal of the Preferred Bidder with or without negotiations, NRDA shall declare the Preferred Bidder as the Successful Bidder. NRDA will notify the Successful Bidder through a Letter of Acceptance (LoA) that its Proposal has been accepted.
9. The Successful Bidder(s) shall execute the Consultancy Agreement within one week of the issue of LoA or within such further time as NRDA may agree to in its sole discretion.
10. Failure of the Successful Bidder to execute the consultancy agreement within specified period shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD.
11. 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.
12. **CONTRACT COMMENCEMENT DATE**
The contract shall commence from the date of signing of the contract agreement. However, the Infra PSC Services under the Agreement shall commence from the date of deployment of the Team Leader at Naya Raipur.

SECTION 3

APPENDIXES, TECHNICAL AND FINANCIAL PROPOSAL STANDARD FORMS

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APPENDIX A

LETTER OF PROPOSAL
(On Applicant's letter head)

Dated:

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

Sub: Selection of Infrastructure Project Support Service Consultant for Projects in Naya Raipur

Dear Sir,

- 1 With reference to your RFP document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our proposal for the aforesaid Project. The proposal is unconditional and unqualified.
- 2 All information provided in the **proposal** and in the Appendices is true and correct.
- 3 This statement is made for the purpose of qualifying as a bidder for undertaking the Project.
- 4 I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
- 5 I/ We acknowledge the right of the Authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6 We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- 7 We certify that we have not been barred by the NRDA, Government of Chhattisgarh (GoCG), or any other state government in India (SG) or Government of India (Gol), or any of the agencies of GoCG/SG/Gol from participating in its projects.
- 8 I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.
 - (b) I/ We do not have any conflict of interest in accordance the RFP document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 9 I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any proposal that you may receive nor to invite the bidders to Bid for the Project, without incurring any liability to the bidders, in accordance with the RFP document.
- 10 I/ We declare that we are not a Member of any other firm submitting a proposal for the Project.
- 11 I/ We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 12 I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 13 I/ We further certify that no investigation by any regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
- 14 I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
- 15 I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 16 In the event of my/ our being declared as the successful bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to me/us prior to the proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 17 I/We have studied all the Bidding Documents carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the Service Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of assignment.
- 18 The Consultancy Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Service Agreement.

- 19 I/We offer and attach as specified (i) Non-refundable processing fee of Rs10,000/- (Rupees Ten Thousand Only) in the form of demand draft (ii) EMD of Rs. 50000/- (Rupees Fifty thousand only) to the Authority in accordance with the RFP Document.
- 20 I/We agree to keep this offer valid for 120days from the proposal Due Date specified in the RFP.
- 21 I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the RFP document.

Date: _____ Yours faithfully,
(Signature of the Authorised signatory)

Place: _____ (Name and designation of the of the Authorised signatory)
Name and seal of bidder

APPENDIX B

POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

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

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

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

For _____
(Signature)
(Name, Title and Address)

3. DETAILS OF BIDDER

4. (On the Letter Head of the Bidder)

5.

6. 1. (a) Name of Bidder

7. (b) Address of the office(s)

8. (c) Date of incorporation and/or commencement of business

(Please attaché certified copy of registration of Firm)

9.

10. 2. Details of individual(s) who will serve as the point of contact / communication for NRDA with the Bidder:

11.

(a) Name :

(b) Designation :

(c) Company/Firm :

(d) Address along with Pin code :

(e) Telephone number :

(f) E-mail address :

(g) Fax number :

(h) Mobile number :

FORM TECH-2

**DESCRIPTION OF EXPERIENCE OF BIDDER TO
ILLUSTRATE QUALIFICATIONS (NOT TO EXCEED THREE PAGE FOR EACH PROJECT)**

(Please provide information only for a project for which your firm was legally contracted by the client as a Corporate entity)

(1)	Project Name:	
(2)	Project Location and Country:	
(3)	Project Cost :	
(4)	Name of Client :	
(5)	Start Date (Month/Year):	
(6)	Completion Date: (Month/Year)	
(7)	Name of Associated Firm(s), if any:	
(8)	Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
(9)	Detailed Narrative Description of Project, defining clearly the specific areas of services provided.	
(10)	Detailed Description of Actual Services Provided by the firm:	
(11)	Professional Staff Provided by the Firm: No. of Staff:	
(14)	No. of Person-Months:	
(15)	Responsibilities of the firm	
(16)	Approx. Value of Services (INR):	
(17)	No. of Person-Months of Professional Staff Provided by Associated Firm(s):	

Note: The following supporting documents should necessarily be submitted by the bidders without which the submission shall not be considered for evaluation –

- a. *Experience of Infrastructure Project Support service should be supported by a certificate from the client from an officer of not below the rank of Executive Engineer in a Government department, or General Manager in a Public sector undertaking / local body. The certificate from the client should clearly set out the name of the project, activities undertaken, project cost*
- b. *In case the Project cost is not set out in the certificate from the client, the bidders can submit a certificate from Statutory Auditor indicating the same.*

FORM TECH-3

**AVERAGE ANNUAL TURN OVER IN LAST THREE FINANCIAL YEARS
FROM INFRASTRUCTURE PROJECT CONSULTING SERVICES**

Financial Year	Turn Over from Infrastructure Project consulting services. (` in Lacs)
2011-12	
2012-13	
2013-14	
Total	
Average Annual Turn Over	

Note:

- i The Turn Over should be certified by the Statutory Auditor/Chartered Accountant. Turn Over not certified by Statutory Auditor/Chartered Accountant shall not be considered for evaluation.**
- ii In addition to above, the audited balance sheet of the consultant for last 3 years, shall also be enclosed**

FORM TECH-4

CURRICULUM VITAE (CV) FORMAT TO BE SUBMITTED WITH PROPOSAL

1.	PROPOSED POSITION FOR THIS PROJECT (ONLY ONE CANDIDATE SHOULD BE NOMINATED FOR EACH POSITION)	:	
2.	NAME	:	
3.	DATE OF BIRTH	:	
4.	NATIONALITY	:	
5.	PERSONAL ADDRESS	:	
	TELEPHONE NO.	:	
	FAX NO.	:	
	E-MAIL ADDRESS	:	
6.	EDUCATION (The years in which various qualifications were obtained along with copy of Degree/Certificate)	:	
7.	OTHER TRAINING	:	
8.	LANGUAGE & DEGREE OF PROFICIENCY	:	
9.	MEMBERSHIP IN PROFESSIONAL SOCIETIES	:	
10	EXPERIENCE In SIMILAR PROJECT & SIMILAR WORK	:	
11.	EMPLOYMENT RECORD FROM TO EMPLOYER POSITION HELD AND DESCRIPTION OF DUTIES	: : : :	(Starting with present position, list in reversed order every employment held and state the start and end dates of each employment.) along with the contact numbers/mail id's of a reference person of the employer whom the candidate has worked under for last 3 years. (Clearly distinguish your " employer " as an employee of the firm from a " Client " for whom you have worked as a consultant or an adviser.)
12.	DETAILED TASKS ASSIGNED (In this column, list tasks one by one and support each task by project experience in the right hand side column.)	:	WORK UNDERTAKEN THAT BEST ILLUSTRATES CAPABILITY TO HANDLE THE TASKS ASSIGNED. (In this column, list project name, location, year, position held, i.e., Team Leader, Hydrologist, Agricultural Economist, etc. and exact duties rendered and time spent on each project.)

13.	<p>CERTIFICATE (Please follow exactly the following format. Omission will be seen as non-compliance)</p> <p>I, the undersigned, certify that to the best of my knowledge and belief, this bio data correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.</p> <p>I have been employed by [name of the firm] continuously for the last () months as regular full time staff (indicate yes or no in the following boxes):</p> <p style="text-align: center;">Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>SIGNATURE DATE OF SIGNING: </p> <p style="text-align: right; margin-right: 100px;"><i>Day</i> <i>Month</i> <i>Year</i></p>
-----	---

Note:

- i. The CVs for the Key personnel shall be signed by the proposed key personnel himself and shall be countersigned by the authorized signatory of the firm submitting the bid.
- ii. At present the following Curriculum vita's required for technical evaluation should be submitted in the technical proposal
 - a. Team Leader (1No.)
 - b. Transport Engineer (1No.)
 - c. Contract Specialist (1No.)
- iii. Certified copies of documents / testimonials shall be submitted along with each CV in support of their qualification.

GENERAL APPROACH AND METHODOLOGY, WORK AND STAFFING SCHEDULE

Technical approach, methodology and work plan are key components of the Technical Proposal. The Consultant is suggested to present their Technical Proposal (not more than 10 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) Technical Approach and Methodology: In this chapter Consultant should explain their understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. They should highlight the problems being addressed and their importance, and explain the technical approach they would adopt to address them. They should also explain the methodologies they propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan: In this chapter they should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

c) Organization and Staffing: In this chapter they should propose the structure and composition of their team. They should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

FORM FIN-I
Format for Financial Proposal
(On the letterhead of the Bidder)

Having gone through this RFP document and Draft Consultancy Agreement and having fully understood the scope of work for the Project as set out in this RFP document; we are pleased to quote the following MONTHLY fees for the providing Infrastructure Project Support Services.

Break Down of Cost

S. No.	Position	No of Positions	Billing Rate per month (INR)	
			(4)	
(1)	(2)	(3)	In Figure	In Words
I	Onsite Team			
1	Team Leader	1		
2	Transport Engineer	1		
3	Electrical Engineer	1		
4	Project Monitoring Specialist	1		
5	Architect Planner	1		
6	Architect	1		
7	IT & MIS specialist	1		
8	Civil Engineer- 1	1		
9	Civil Engineer 62	1		
10	Auto Cad Draftsperson-1	1		
11	Auto Cad Draftsperson-2	1		
12	Data Operator	1		
A.	Subtotal	12		
B	Back office support			
1	Contract Specialist	1		
2	Structural Specialist	1		
3	Landscaping Specialist	1		
4	Environmental Specialist	1		
B	Subtotal	4		
C	Add Lump sum 15% over (A +B) for office and other Expenses			
Monthly fixed fees (in Indian Rupees)				
= A + B + C				

Total Monthly fixed fees (in Indian Rupees) of financial proposal in words: -----

- We confirm that the rate quoted above are inclusive of all applicable taxes, cess and levies except service tax and also inclusive of all office and other expenses which may be incurred by the firm and personnel towards office equipments and automation, hardware, software, consumables etc, documentation, travel, transportation, guest house accommodations etc and head office overheads. ("Office and other Expenses")
- We understand that the service tax shall be paid by NRDA separately at the applicable rates.
- We understand that the fees 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 Billing rates approved by NRDA after adding a lump sum amount of 15% and deducting taxes at source as per applicable law In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.

Date: _____
Place: _____

Yours faithfully,
(Signature of the Authorized signatory)
(Name and designation of the of the Authorized signatory)
Name and seal of bidder

APPENDIX C

TERMS OF REFERENCE AND SCOPE OF CONSULTING SERVICES

Roles, Responsibilities and Broad Scope of Work of Infrastructure Project Support Consultant (Infra-PSC) and Minimum Qualification and Experience of Experts and other team members

The Project Support Consultant (Infrastructure), while drawing its knowledge and intelligence resources for project identification, standard action, infrastructure design, road design, environment Planning, Bid preparation, vetting of designs, periodic project supervision, project Management and legal opinion from the core strength of the parent organizations, shall provide the services through team of experts and support staff with skills and experience commensurate with the task requirements to operate from the NRDA approved location in Naya Raipur.

The Roles, Responsibilities and Broad Scope of Work of Infra-PSC is set out below -

1. The Infra-PSC is meant to be an operations unit supplementing and enhancing the existing skill mix of NRDA, rather than a supervisory body. It is expected to work in tandem with the existing staff with focus on strengthening design and implementation of the projects. The focus of Infra-PSC is to enhance the pace and quality of implementation of infrastructure projects. The Infra-PSC shall support and assist NRDA in carrying out the following activities:
 - a. Creation of data and design bank – The Infra-PSC will collect all the data, designs and documents related with development plan of Naya Raipur , Topographic surveys data, soil investigation data, infrastructure design data, standards, design submitted by the various consultants and prepare a data Bank. The PSC will also study all the proposed designs and find out any lacunas and advise the NRDA accordingly. In case any additional surveys are required the same will be conducted by NRDA at its expenses but supervised by Infra PSC Team.
 - b. Preparation of conceptual and detail layouts for the land parcels identified by the NRDA with detail land uses and social and public utilities within the network of the Naya Raipur development Plan.
 - c. Prepare detail landscape plans for the recreation area and public spaces, road side plantation, rotaries, street furniture and architectural design of utility buildings
 - d. Design of Infrastructure –
 - Design of formation levels
 - Design of storm water drainage system of entire city
 - Design the sewerage system at sector level
 - Design of water supply system at sector level
 - Design of solid waste Management system at sector level
 - Design of social infrastructure
 - e. Design of Transport network
 - Design of the road network and traffic system at sector level
 - Geometry of road network
 - Cross sections and longitudinal section of the road
 - Design of the interchanges
 - Design of the culverts, subways, small bridges,
 - Design of the pavements
 - f. Preparation of cost estimates
 - g. Preparation of Bill of quantities
 - h. Preparation of bid documents
 - i. General supervision on site to check specific compliance the quality of work and highlight any deficiency at the instance of NRDA

- j. Coordination with the PMC/Other implementing agencies in Contract Management – Monitoring the entire contract operation, help NRDA in arbitration and advise in contract Management
 - k. Preparation of EOI and RFP documents/Vetting of EOI and RFP documents prepared by NRDA in order to appoint consultant only for specialized jobs in Infrastructure, transport design and implementation
 - l. Vetting of the documents prepared for implementation of infrastructure projects under PPP
 - m. Help NRDA in selection of the consultant for infrastructure and transport projects
 - n. Vetting the design submitted by the consultant and the proposal submitted by the allottees.
 - o. Monitoring the progress of the consultant appointed for infrastructure
 - p. Identifying the new projects for the provision of infrastructure
 - q. Suggesting new designs and innovative techniques in infrastructure design
 - r. Identifying various financial resources, availability of loans/grants from various national and international organizations for the implementation of Infrastructure projects.
 - s. Preparation of documents for submission of the proposals for financial aid
 - t. Helping NRDA in the project appraisals meetings with the various agencies for financial aid.
 - u. Checking the infrastructure services implemented by the contractors for NRDA projects, allottees of NRDA , release of water and sewerage connection
 - v. Helping NRDA in deciding the management, operation and maintenance model for infrastructure
 - w. Helping NRDA in selecting the agencies for operation and management of the services
 - x. Assess the need for undertaking technical studies and identify such studies and the level of detail thereof;
2. Consultant Team Requirements: Team to be placed in Naya Raipur during the Tenure of agreement: The Infra -PSC will provide the services of a team of experts and assisting staff with skills and experience commensurate with the task requirements. All team members shall operate from the NRDA approved location in Naya Raipur. The Team Leader and the experts and assisting staff shall be positioned in Naya Raipur for the full duration of the consultancy service
- The task related with the Contractual issues, structural design & drawings, Environmental issues or vetting and Landscape design & detailing will be carried out by the back office.

APPENDIX E

The minimum qualifications of Key Personnel stationed at Raipur/ Naya Raipur shall be as given in the table below –

**Table 1:
Key Positions and Qualifications of Team to be placed in Naya Raipur during the Tenure of agreement**

Onsite Team at Naya Raipur

Sr. No.	Position & No.	Min Years of Exp.	Role, Minimum Qualification and Experience
1	Team Leader	16 years	Team Leader shall be responsible for leading the Infra-PSC team in various project related activities. He /She will be particularly responsible for all the final outputs of deliverables to be submitted to NRDA on various project activities. He will undertake designing of infrastructure projects and also will monitor ongoing technical projects of NRDA.
			He /She will BE/B-Tech in Civil engineering with Post Graduate in Environmental engineering/ Public health engineering / Building construction Management
			He /She should have worked in the capacity of Team Leader in similar assignment at least 3 Years. He /She should have thorough knowledge and experience in the Detail Building and Infrastructure design for large cities and infrastructure of projects. Also have experience in Review and preparation of Detailed engineering designs for urban infrastructure and issuing of good for construction drawings to site for execution. He /She should have experience of working with and managing multi-disciplinary teams and should have experience in Bid process and contract management.
2	Transportation Engineer	8 years	The prime role of the Transportation Engineer is to plan and design for the road infrastructure works which includes the travel demand forecasts preparation of cross sections, longitudinal sections, pavement designs, intersection designs, for the land parcels identified by the NRDA. Preparation of Detailed engineering designs for transport infrastructure and issuing of good for construction drawings to site for execution. He / She shall also monitor and review the work of the various other consultants appointed by the NRDA for the traffic and transportation works .etc.
			He / She shall be BE / B-Tech in Civil engineering with minimum 8 years of experience after M.Tech in Transportation Engineering,
			He /She should have worked in similar assignment in the last 2 years & should have sufficient experience in all aspects of transportation engineering which shall include the geometric design of urban roads, pavement design , preparation of comprehensive traffic and transportation mobility plans, travel demand forecasts , road network planning , Detailed engineering designs for transport infrastructure and issuing of good for construction drawings to site for execution.
3	Electrical Engineer	8 years	The prime role of the Electrical Engineer is to plan, design, detail and estimation of Multi-storey residential and commercial Building electrification works and City level electrification works (ground substation, cable designing, 33/11KVA indoor and outdoor substation). He / She should shall also monitor and review the work of the various other consultants appointed by the NRDA for the electrification works .etc.
			He / She will BE / B-Tech in Electrical Engineering
			He / She should have sufficient experience in all aspects of planning, designing, detailing and estimation of Multi-storey residential and commercial Building electrification works and City level electrification works (ground substation, cable designing, 33/11KVA indoor and outdoor substation) works.
4	Project Monitoring Specialist	5 years	The role of the Project Monitoring Specialist is to monitor the progress of the ongoing and upcoming projects, which are being executed by NRDA.
			He / She will be a BE / B-Tech in Civil Engineering with Minimum 5 years of experience after Post Graduate in Project / Construction management.
			He / She should have sufficient experience in monitoring the progress of similar

Sr. No.	Position & No.	Min Years of Exp.	Role, Minimum Qualification and Experience
			assignments in MS Projects/ Primavera
5	Architect Urban Planner	5 years	<p>The role of the Architect Urban Planner is to prepare conceptual and detail layouts for the land parcels identified by the NRDA with detail land uses and social and public utilities within the network of the Naya Raipur development Plan.</p> <p>He/ She shall be B. Arch with minimum 5 years of experience after post graduate in Urban/ City Planning and registered with Council of Architecture and Indian Institute of town Planners.</p> <p>He/ She should have thorough Knowledge and experience of city Planning, sector Planning, statutory provisions and development control regulations.</p>
6	Architect	5 years	<p>The role of the Architect is to prepare detail design of buildings and utilities Such as social and public utilities.</p> <p>He/ She shall be B. Arch registered with Council of Architecture.</p> <p>He/ She should have thorough Knowledge of CAD to develop detail designs and working drawings.</p>
7	IT and MIS Specialist	8 years	<p>The prime role of the IT and MIS Specialist is to review and support to the designs of upcoming assignments related to incorporation of smart city concepts in Naya Raipur City.</p> <p>He/ She shall be BE / B-Tech engineering.</p> <p>He/ She shall have thorough Knowledge in IT and MIS Components of smart city concepts.</p>
8	Civil Engineer-1	8 years	<p>The prime role of the Civil Engineer-1 is to plan and design for the public health engineering infrastructure works which includes design, detailing and site supervision of urban Infrastructure projects such as water supply, sewerage and drainage Projects for the land parcels identified by the NRDA. He/ She shall also monitor and review the work of the various other consultants appointed by the NRDA for the PHE works .etc.</p> <p>He/ She shall BE/B Tech Civil Engineer.</p> <p>He/ She should have thorough Knowledge in public health engineering works (i.e design, detailing and site supervision of urban Infrastructure projects such as water supply, sewerage and drainage Projects).</p>
9	Civil Engineer-2	5 years	<p>The prime role of the Civil Engineer-2 is to prepare detailed quantity calculation, Rate analysis, and detailed specification, Project cost estimates and site supervision of urban Infrastructure and building projects for the civil and plumbing works identified by the NRDA. He/ She shall also monitor and review the work of the various other consultants appointed by the NRDA for the Building and infrastructure works etc.</p> <p>He/ She shall BE/B Tech Civil Engineer.</p> <p>He/ She should have experience in making quantity survey and having sufficient experience in working with Auto CAD and similar drafting tools.</p>
10	Auto Cad Draftsperson (2 Nos.)	2 years	<p>The prime role of the Draftsperson is to prepare GAD and construction drawings and detailing and providing support to the engineering team in all the assignments.</p> <p>He/ She shall be a Diploma in Civil Engineering.</p> <p>He/ She should have experience in making Building architectural, Infrastructure detailing and having sufficient experience in working with Auto CAD and similar drafting tools.</p>
11	Data Operator	2 years	He/ She shall be graduate in any discipline with working knowledge in MS Office

APPENDIX F**Back office support:**

Sr. No.	Position	Min. Years of Exp.	Role, Minimum Qualification and Experience
1	Contract Specialist	20 years	The prime role of the Contract Specialist is to Perform pre-award contract activities, support in preparation of RFP, tender documents, and negotiations up to award and contract execution. Perform all facets of Post Award Contract Management. Administer changes to contracts including claim resolution, disputes if any. Provide recommendations to NRDA and assist by all means incase of any disputes arising of the existing and future contract executed by NRDA.
			He / She will BE/B-Tech in Civil engineering with experience in Contract Management
			He / She should have minimum 20 years of experience in all aspects of management of contractual issues.
2	Structural Specialist	8 years	The prime role of the Structural Engineer is to review the structural design, detailing submitted by various design consultants appointed by the NRDA. Responsible for design, detail and issue of construction drawings for the RCC and Steel structures for building or other structures planned by the onsite team of Infra PSC or by other consultants as per the instruction of Engineering In charge, NRDA
			He /She will BE/B-Tech in Civil engineering with minimum 8 years of experience after PG in Structural Engineering with experience in Structural Engineering works and design with Software like STAAD Pro / ETABS .
			He / She should have sufficient experience in all aspects of structural engineering which shall include the RCC and Steel structures for multi-storey buildings and other structures etc.
3	Landscape Specialist	8 years	The prime role of the Landscape Specialist is to designing landscaping related works for Integrated infrastructure projects and should review and vet the landscaping designs prepared by various consultants.
			He / She will Architect with PG in Landscape Planning
			The Landscape Specialist should have minimum 8years experience in designing and vetting of landscaping related works for Integrated infrastructure projects.
4	Environmental Specialist	8 years	The prime role of the Environmental Specialist is to designing environment related safeguards for Integrated infrastructure projects, in oversight of their implementation/ compliance and Should review and vet the environmental reports prepared by various consultants.
			He / She will BE/B-Tech in Civil engineering with Post Graduate in Environmental engineering.
			The Environmental Specialist should have minimum 8years experience in designing environment related safeguards for Integrated infrastructure projects, in oversight of their implementation/ compliance. Should be conversant with relevant national and state environmental laws and should have experience of reviewing and vetting of environmental reports prepared by various consultants.

Note:

- All the above CVs should be provided with reference to the above requirements, qualification, and relevant experience.
- The Positions at Sr. No. 2 to 8 for Onsite Team at Naya Raipur and Sr. No. 2 to 4 for Back office support shall be competent to head the design and detailing of the project under their domain independently as per the relevant IS Standards and International Standards

Appendix D

Draft

Consultancy Agreement

THIS AGREEMENT ("Consultancy Agreement") is made on the ___th day of ____, 2015 at Naya Raipur.

BETWEEN:

NAYA RAIPUR DEVELOPMENT AUTHORITY, a statutory authority constituted by Government of Chhattisgarh under Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973, having it's office at **1st floor, Utility block, Capitol Complex, Sector- 19, Naya Raipur- 492 002, Chhattisgarh** (hereinafter referred to as "NRDA" which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part

AND

_____ LIMITED, a company incorporated under the provisions of the Companies Act, 1956¹ and having its registered office at _____(hereinafter referred to as the “Consultant”) which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns)of the Other Part

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

WHEREAS:

- A. Naya Raipur Development Authority (NRDA) is a special area development authority established under the Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973 for development and administration of Naya Raipur.
- B. In response thereto proposals were received from several persons including the Consultant. After evaluating them, the Proposal submitted by the Consultant has been accepted and Letter of Acceptance No. ____ dated ____ was issued.

The following shall be a part of Consultancy Agreement

- i. Appendix A: Letter of Proposal
- ii. Appendix B: Power of Attorney for signing of proposal
- iii. Appendix C: Terms of reference and scope of consulting services
- iv. Form Tech-1: Details of Bidder
- v. Form Tech-4Curriculum Vitae(CV) Format to be submitted with proposal.
- vi. Form Tech-5 General approach and methodology, work and staffing
- vii. Any correspondence made with the bidder past opening of financial bid and before acceptance

General Condition of Contract:

NOW, THEREFORE, in view of the foregoing and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of employer and employee or agent as between NRDA and the Consultant. The Consultant, subject to this Agreement, has complete charge of personnel performing the Services conforming to all statutory requirements with respect to the personnel deployed and providing all appropriate benefits to them and shall be fully responsible for the Services performed by it or on its behalf. The Agreement shall commence on the date it is executed by the Parties.

2. PAYMENT OF FEES

- a. The Consultant covenants to undertake the Assignment as set forth in the Terms of Reference in Schedule I (hereinafter referred to as “the Services”) and to perform, fulfill,

¹ Necessary changes would be made in case the Consultant is a Partnership Firm or sole proprietorship firm

comply with and observe all and singular provisions, conditions and requirements of this Agreement.

- b. In consideration thereof, NRDA will pay to the Consultant fee (hereinafter referred to as “the Fee”) and more particularly described in this Clause hereunder 2 and will perform, fulfill, comply with and observe all singular provisions, conditions and requirements to the Agreement.
- c. The fees as approved under the RFP shall be every month paid on the invoice raised by the Infra -PSC by the 5th day of the next month within 15 days of such invoice. However the first monthly fees shall be paid one month after the deployment of the staff at Naya Raipur. The fees shall be inclusive of the Cost to Company expenses of the experts and employees deployed and overheads & miscellaneous expenses and profit. It shall also be inclusive of all taxes, surcharges out pocket expenses which may be incurred by the consultant towards travel, documentation and communication except those agreed here under.
- d. The expenses on account of travel in connection with the project support services by team members to the cities other than those cities where Head office or branch office of the consultant companies are located, will 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. However, the eligibility for the travel 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. NRDA would advance suitable amounts to the staff to undertake the travel, and settle the advances on submission of bills by the staff.
- e. Travel and accommodation of other senior officials of the company (from their respective offices to Raipur or to other destinations at the request of NRDA) shall be reimbursed by NRDA on actual.
- f. NRDA shall, at its cost and expense, provide to the Infra-PSC staff the facilities such as Suitable work-place including workstations, furniture, fittings, stationery, Internet connection facility and Telephone/ Fax. However, software for planning, design, and drawing, Desktops/ Laptops, scanner photocopier, plotter etc. at approved location at Naya Raipur, shall be provided by the Infra -PSC at its own cost.
- g. The Service Tax, Cess, Surcharge levied on such services shall be payable extra by NRDA at then prevailing rate on every payment made to the Infra-PSC including travel reimbursement.
- h. Income tax as applicable shall be deducted at source from every payment.

2.1 The key deliverables would be as per the following table:

Reports

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

SI No.	Report	Frequency	Due Date/Time
1	Progress Report (Monthly)	Every month	Monthly: Before 5 th day of the following month
2	Final Report	One time	Within 15 days of completion of

			services/contract.
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- b) The monthly Progress Report shall contain details of all the ongoing and proposed assignments, meetings, decisions taken therein, mobilisation of resources of consultants, progress and the projected progress for the forthcoming periods. The report shall also contain any other aspect which NRDA may direct from time to time.
- c) Final Report: The consultant will prepare a comprehensive final completion report after completion of the assignment.
- 2.2 The fee payable by NRDA to the Consultant for the Services shall be computed and paid subject to the conditions of service Agreement, by NRDA on the basis of actual time spent by the personnel in performance of the services at the Estimated Billing rates approved by NRDA after adding a lump sum amount of 15% for office and site supervision Expenses (the Consultancy Fee) and after deducting taxes at source as per applicable law. This 15% additional sum amount shall be deemed to have included all the incidental expenses related with the smooth execution of the consulting services as per the terms of agreement.
- 2.3 The Consultancy Fee shall be inclusive of all applicable taxes, cess and levies except service tax and also inclusive of all office and site supervision expenses which may be incurred by the firm and personnel towards office equipments and automation, hardware, software, consumables etc, documentation, travel, transportation, communication etc and head office overheads. ("Office and Other Expenses")
- 2.4 The Consultancy period shall be initially for 4years effective from the joining date of the Team leader which can be extended for a further period at least for two Years. However, the Infra PSC team, of the given project/s shall continue to work till the completion of that/those project/s. The rates quoted for the project shall remain firm for initial 12months 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 Infra- PSC and if NRDA is not desirous of continuation of the services of the Infra- PSC on ground of unsatisfactory performance or breach of any term or condition of the contract it may terminate the agreement by giving notice of 15 days and by providing reasonable opportunity to be heard. In such a case the Infra- PSC shall only be entitled to receive the fees due till the date of notice but no other claim on any ground shall be allowed.
- 2.5 All the payment under this agreement shall be made by NRDA after certification of the bills by the Nodal officer of NRDA.
- 2.6 The service tax shall be paid by NRDA separately at the applicable rates.

3. PERFORMANCE SECURITY, LIQUIDATED DAMAGES AND PENALTIES

3.1 Performance Security

An amount of Five percent shall be deducted from each payment made to the Infra-PSC during the first year of consultancy and retained as Performance Security which shall be returned after

satisfactory completion of the consultancy services. In case the consultancy is continue for the further period, no deduction shall be on account of performance security but the retained amount shall be refunded after the satisfactory completion of the consultancy services.

3.2 Liquidated Damages for delay

In case of delay in submission of any deliverable other than those enlisted in clause 3.7, liquidated damages, not exceeding an amount equal to 0.2% (zero point two percent) of the Consultancy Fee per day, subject to a maximum of 5% (five percent) of the Consultancy Fee, shall be imposed and shall be recovered from the payments due or by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time may be granted by NRDA. This is in addition to the item mentioned in clause 3.7.

3.3 Appropriation of Performance Security

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

3.4 Penalty for deficiency in Services

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

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

3.6 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 8 working days at one time, the consultant shall deploy a personnel of equal or higher qualification and experience under intimation to the CEO. In the event of the failure of the consultant to do so, a prorata deduction in the fees per working day for the member remaining absent and a penalty of 1% (one percent) of monthly fee, shall be made from the payment due."

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

4. SUSPENSION

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

5. TERMINATION

5.1 By NRDA

NRDA may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (e) & (f) below, for which there shall be a written notice of not less than Forty Five (45) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause terminate this Contract:

- a. if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 4 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the NRDA may have subsequently approved in writing;
- b. if the Consultants become insolvent or bankrupt or enter into any Contracts with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary
- c. If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings
- d. if the Consultants submit to the NRDA a statement which has a material effect on the rights, obligations or interests of the NRDA and which the Consultants know to be false;
- e. if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than Forty Five (45) days; or
- f. if the NRDA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- g. If the Consultant, in the judgment of the NRDA has engaged in corrupt or fraudulent practices in executing the Contract.
- h. In case the contract is terminated, the balance amount of advance fee if any, paid earlier shall be paid back by the Consultant to NRDA within thirty days of the termination letter, failing which the same shall be recovered by encashing the existing Bank Guarantee submitted by Consultant.

5.2 By the Consultant

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

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

6. 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.

7. CESSATION OF SERVICES

Upon termination of this Contract by notice of either Party to the other pursuant to Clause 4 or Clause 5 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

8. PAYMENT UPON TERMINATION

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

9. 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.

10. RESPONSIBILITIES AND OBLIGATIONS OF THE CONSULTANT

The Consultant shall:

- a) provide the Services in accordance with ToR as set out in Schedule I;
- b) exercise the degree of skill, care efficiency and diligence normally exercised by members of the profession performing services of a similar nature;
- c) The consultant shall act at all times so as to protect the interest of NRDA and shall take all reasonable steps to keep all expenditure to a minimum with sound professional practices.
- d) be bound to comply with any written direction of NRDA to vary the scope sequence or timing of the Services; and
- e) The consultant shall furnish to the NRDA such information related to the Assignment as NRDA may, from time to time request.

11. CONFIDENTIALITY AND PUBLICITY

The Consultant and the personnel shall treat the details of the output of the assignment and the Services as confidential and for the Consultant'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.

12. CONSULTANT'S REPRESENTATIVES

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

13. INDEMNITY AND INSURANCE

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

13.2 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.

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

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

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

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

14 OWNERSHIP OF WORK PRODUCT, COMPUTER PROGRAMS AND EQUIPMENT

All reports, documents, correspondence, draft publications, maps, drawings, notes, specifications, statistics, work product in any form and, technical data compiled or prepared by the consultant and communicated to the NRDA in performing the Services (in electronic form or otherwise and including computer-disks comprising data) shall be the sole and exclusive property of the NRDA, and may be made available to the general public at its sole discretion. The consultant may take copies of such documents and data for purpose of use related to the

Services under terms and conditions acceptable to the NRDA but shall not use the same for any purpose unrelated to the Services without the prior written approval of the NRDA.

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

15. FORCE MAJEURE

15.1 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.

15.2 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.

15.3 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.

16. OTHER CONDITIONS

16.1 In the event NRDA desires the Consultant to perform such additional services which are not within the Terms of Reference, the Consultant shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.

16.2 NRDA shall provide to the Consultant documents/ information/ reports as may be required by the Consultant to enable it to provide the Services. NRDA undertakes and agrees to furnish to the Consultant from time to time such other documents/ reports/ information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/ available with the NRDA.

16.3 All intellectual property conceived, originated, devised, developed or created by the Consultant, its agents, specifically for the purpose of rendering the Services, shall vest with NRDA unless otherwise agreed, between NRDA and the Consultant. NRDA as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project

16.4 Unless otherwise agreed, NRDA shall have the copyright on all the reports, documents, maps etc., authored, prepared or generated during the course of the Services to be provided by the Consultant.

17. **COMPLIANCE WITH LAWS**

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

18. **GOVERNING LAW AND JURISDICTION**

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

19. **DISPUTE RESOLUTION**

19.1 **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.

19.2 **Arbitration**

a **Procedure**

Any Dispute which is not resolved amicably within 30 days, the same shall be referred to the Chairman NRDA. There upon, the Chairman NRDA, shall appoint a sole arbitrator within thirty days. The proceedings of the arbitrations shall be conducted as per **Arbitration & Conciliation Act 1996**.

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

20. 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.

21. 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.

22. 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.

23. 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, recognised international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned hereinabove. Notice will be deemed to be served as specified below:

- (i) In the case of personal delivery or registered mail, on delivery.
- (ii) In the case of telegrams, 24 hours following confirmed transmission; and
- (iii) In the case of facsimiles, 24 hours following confirmed transmission.

24. TRANSFER OF 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.

25. VARIATIONS

NRDA may, by written notice to the Consultant, direct the Consultant to vary the scope, sequence or timing of the Services and the Consultant shall be bound to comply with that direction. All such variation shall be in writing.

EXECUTED BY NRDA by being signed by a duly authorised officer
in the presence of:

Title: _____

Witness:

EXECUTED BY _____ by being signed by a duly authorised officer in the presence of:

Title: _____

Witness: _____