

REQUEST FOR PROPOSAL

**FOR SELECTION OF A TECHNICAL CONSULTANT
FOR PROVIDING
PROJECT MANAGEMENT CONSULTANCY
SERVICES FOR
SECTOR LEVEL RELATED INFRASTRUCTURE
DEVELOPMENT PROJECTS
AT NAYA RAIPUR**

RFP No.: 006dated 12/01/2012



NAYA RAIPUR DEVELOPMENT AUTHORITY

In front of Mahanadi Dwar of Mantralaya, Raipur 492 001, Chhattisgarh

Tel No: + 91 771 4066011; Fax No.: +91 771 4066188 Website: www.nayaraipur.com,

E-mail: ceo@nayaraipur.com, psc@nayaraipur.com

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.com.

Data Sheet

S. N.	Description	
1	Type of Technical proposal required	Lowest Estimated Total Billing Amount (ETBA)
2	Last Date of Receipt of Pre-proposal Query	Date: 20th January, 2012
3	Date of Pre-Proposal Meeting	Date: 23rd January, 2012 Time: 11:45 hrs Venue: Conference Hall, NRDA Office, Near Mantralaya, Raipur, Chhattisgarh
4	Last date and time of Submission of proposal (Proposal Due Date)	Up to 15:00 hours (IST); Date 6th February, 2012
5	Opening of Technical proposal	At 15:30 hours (IST) or thereafter; Date 6th February, 2012
6	Date of opening of Financial proposals	To be intimated later
7	Duration of services:	24Month from this date which can be extended by another one year.
8	Earnest Money Deposit	Rs 100,000/- (Rupees One Lakh 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	180 days from due date of Submission of proposal.
10	Representative/Contact Person of NRDA	The Chief Engineer (Engineering) Naya Raipur Development Authority (NRDA) 2nd floor, Guru Govind Sarang Complex, New Rajendra Nagar, Raipur-492002, TEL NO: +91 771-4094035
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) Near Mahanadi Dwar Mantralaya, Raipur – 492 001 TEL NO: + 91 771 4066011, Fax No.: +91 771 4066188 E-mail : ceo@nayaripur.com, www.nayaripur.com
12	Address where Bidders must submit proposal at the	The Chief Executive Officer (CEO) Naya Raipur Development Authority Near Mahanadi Dwar Mantralaya, Raipur – 492 001 TEL NO: + 91 771 4066011, Fax No.: +91 771 4066188

SECTION 1

INVITATION TO SUBMIT PROPOSALS AND INSTRUCTION TO BIDDERS

INTRODUCTION

1. Naya Raipur Development Authority (NRDA) is a special area development authority established under the Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973 by Government of Chhattisgarh, for development and administration of a new city “Naya Raipur”.
2. As part of development activities, NRDA proposes to develop infrastructures in various sectors of Naya Raipur (“the Project”).

INVITATION TO SUBMIT PROPOSALS

3. NRDA invites detailed proposals from eligible technical consultants (“Bidder”) for providing Project Management Consultancy Services for Building construction and related infrastructure development Projects (“the Assignment”), in prescribed format set out in the RFP.

MINIMUM ELIGIBILITY CRITERIA

4. The Bidders eligible for participating in the Assignment shall be a single Business Entity having undertaken and completed Project Management Consultancy Services involving independent review and approval of designs and drawings, day to day supervision, monitoring of progress and quality of construction, erection and installation work, reporting and ensuring compliance by the Contractor with the Design and Specifications during Implementation period for infrastructure development and building construction fulfilling each of the following requirements

(1) Minimum experience in last 7 years commencing from **01.01.2005** as Project Management consultant for at least three (3) completed projects, with minimum cost of each project of Rs. 25crores and minimum aggregate project cost of Rs 100crores of **Integrated infrastructure development works (Such as Building Works/Road works/Water supply/Drainage & Electrical Works)**.

(2) Should have an average annual turnover of at least **one crores** only in last three financial years (2008-2009, 2009-2010, 2010-2011) from Project Management Consultancy Services.

- 4.1 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.

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.

- 4.2 Consortia shall not be eligible.
- 4.3 Experience of a bidder as a member of consortia, for any project/work shall not be considered.
- 4.3 Any entity, which has earlier been barred by the NRDA, Government of Chhattisgarh (GoC), or any other state government in India (SG) or Government of India (GoI), or any of the agencies of GoC/SG/GoI from participating in its 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.com and be used provided that 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 favour 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 for a number of projects which may be initiated or ongoing at different locations within Naya Raipur. The aggregated block estimated cost is expected around **Rs 150cr**. NRDA is anticipating completing these projects within next 2years that may need project management services. However, NRDA shall have the discretion to increase or decrease the number of projects under the assignment.
7. The Project Management Consultancy Team shall comprise of a Team of professionals headed by the project manager. The Project Manager shall be responsible for overall supervision, coordination and management of all the projects assignment.
8. The Project manager shall be deployed within 15 days of the written intimation issued by NRDA whereas the other members of Project Management Team shall be deployed within 30 days of written intimation issued by NRDA, as required. The general composition of the PMC shall be as follows -

Sr. No	Project Management Unit	Nos.
1	Project Manager	1
2	Senior Civil Engineer (1no with Road works & 1No with Water supply /Sewerage)	2
3	Senior Electrical Engineer	1
4	Site Engineer (Civil)	5
5	Site Engineer (Electrical)	2
6	Bill Engineer(Civil)	1
7	Quality Control Engineer(Civil)	1
8	AutoCAD Operator	1
9	Computer Operator	1
	Total	16

- 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

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

functionaries, as decided by NRDA depending on the requirement of the project.

- 9.2 Maximum age for all the personnel in the PMC shall be 55 years or less as on **01.01.2012**.
- 9.3 The bidder is required to submit the CVs of the members of the team (i.e. Project Manager and One Senior Engineer (Road/Water Supply/Sewerage)) proposed for deployment as set out in the RFP, which shall be evaluated as provided in the RFP.
- 9.4 The rest of CVs shall be provided by the consultant within 15 days of written intimation given by NRDA. 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 is 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 two years effective from the joining date of the project manager which can be extended by another term of one year. The consultancy period may further be extended by mutual consent on negotiated terms. However, the PMC 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 one year period and shall be increased by 10% per year over and above previous year billing rate (Year shall mean completion of one year from the date of joining respective positions).
- 14 The Proposal shall remain valid for a period not less than 180 days from the Proposal Due Date (Proposal Validity Period). NRDA reserves the right to reject any Proposal, which does not meet this requirement. The proposal validity period may further be extended on mutual consent.

15 EARNEST MONEY DEPOSIT (EMD)

- 15.1 Proposal should necessarily be accompanied by an Earnest Money Deposit for an amount of Rs.100,000/- (Rs. One Lakh 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.
- 15.2 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.
- 15.3 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

- 16.1 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.com), without identifying the source of inquiry.
- 16.2 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.com) and the same should be submitted.

17 CONFLICT OF INTEREST

- 17.1 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

19.1 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.

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

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

- b. 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
- c. The contents of the envelopes are set out below

20.3 Envelope 1: “Key Submissions”

The following documents shall be submitted in Envelope 1 –

- a. Letter of proposal in the prescribed format (**Appendix A**);
- b. 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.
- c. Earnest Money Deposit for an amount of Rs.100,000/- (Rs. One Lakh 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.
- d. Power of Attorney for signing the proposal in the prescribed format (**Appendix – B**).
- e. RFP and draft Consultancy Service Agreement duly signed in blue indelible ink and stamped by the authorised representative of the bidder.

20.4 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. ***In case of works done for the client other than Government/Government undertaking, the bidder shall submit the copy of TDS, duly notarized issued by the client for the total period of work as a proof of the payment made by the client along with the copy of work order and the completion certificate.***
- (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) a. CVs (Curriculum Vitae) of the Project Manager and senior Engineer 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.
- b. 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 twelve (12) months prior to of the proposal due date.
- c. 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.

(v) 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.

(vi) 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

20.5 The Technical proposal shall not include any financial information and any Technical proposals containing financial information shall be declared non-responsive.

20.6 Envelope 3: "Financial Proposal"

- (1) 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 -

- (i) Remuneration to be 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 should also include all the taxes, all out of pocket expenses, their lodging and boarding and local travel etc.
- (2) The Financial proposal shall be placed in a sealed Envelope –3 clearly marked by red felt pen “FINANCIAL PROPOSAL” and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” If the Financial proposal is not submitted by the bidder in a separate sealed envelope and not duly marked as indicated above, this will constitute grounds for declaring both Technical and Financial proposals non-responsive.
- 20.7 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.
- 20.8 It shall be deemed that prior to the submission of the Proposal, the Bidder has:
- a. made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
 - b. received all such relevant information as it has requested from NRDA; and
 - c. made a complete and careful examination of the various aspects of the Project.
- 20.9 NRDA shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

21 SUBMISSION , RECEIPT AND OPENING OF PROPOSALS

- (1) 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.
- (2) 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

EVALUATION, AWARD AND SIGNING OF AGREEMENT

1. 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. 100,000/- 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 and rank the responsive Technical proposals on the basis of the evaluation criteria and points system specified hereunder. Each Technical proposal will receive a technical score.
6. Bidder whose proposals receive 650 or more points out of 1000 points shall be called for presentation on a date and time fixed and intimated to them.
7. The **Project manager and Senior Engineer** shall deliver the presentation. No other person shall be allowed to deliver the presentation. In case the **Project manager and Senior Engineer** do not attend for making presentation the marks in "PRESENTATION" shall not be given. If only one person out of the two attends, the marks shall be proportionately reduced.
8. The Evaluation of the Technical Proposal shall be done based on the following scoring system -

8.1 Technical qualification of Bidder (450 points)

Experience in Similar Projects (Completed) Eligible projects included in the technical proposal shall be evaluated as given below -

No of Projects	Points
Three projects	250
More than three projects	200
50 points for each additional project subject to max of 200 points	

8.2 Financial qualification of Bidder (200 points)

Average annual turnover from the project management consultancy services as mentioned in the *minimum eligibility criteria* shall be evaluated as given below -

No of Projects	Points
From One Crore to One Crore Fifty Lakhs	100
Above One Crore Fifty Lakhs and including/up to Three Crores	150
More than Three Crores	200

8.2 Approach & Methodology (100 points)

- a. Understanding (50points): General understanding of the project requirements; coverage of principal components as requested in TOR; and site visit assessment. Points shall be given as shown below based on these aspects
- b. Quality of Methodology (25 points): Points shall be awarded based on the assessment of the inter-relationship of work program and methodology write-up in conformity with the ToR. Points shall be given as shown below based on these aspects

Criteria	Points
Assessment of Inter Relationship of Work Program	10
Methodology Write-up in conformity with TOR	15

- d. Innovativeness/Comments on Terms of Reference (10 points): Point shall be awarded based on the evidence of an alternative and unique approach, which would improve the quality of the project.

Criteria	Points
Evidence of alternative and unique approach	10

- d. Work Program (15 points): Work Program should include organization chart; and graphical presentation of work plan (bar chart) and staffing schedule. Work Program shall be assessed on logical sequence of events. The Staffing Schedule shall be assessed on suitability and phasing;

Criteria	Points
Organization Chart	3
Graphical Presentation of Work Chart (Bar Chart)	7
Staffing Schedule	5

The above mentioned points will be awarded based on the following criteria

Criteria	Points
Excellent understanding of objectives, complete coverage of component	100%
Very good understanding of objectives	90%
Good understanding of objectives	80%
Average understanding of objectives, general coverage of component	70%
Repeat of TOR, no evidence of independent assessment	50%
Non-responsive	0%

8.3 Personnel (150 points)

- a. Expertise: Separate assessment of each expert shall be done against the expertise and bio data provided. Each area of expertise is to be evaluated against the task assigned in accordance with the four main criteria:

Project Manager	100 Points
Senior Civil Engineer-1 (Road or Water/Sewer)	50 Points
TOTAL	150 Points

- i) General experience such as academic qualifications and number of years in the business (20%);

Criteria	Points
Academic Qualifications	10%
No of years in Business	10%

➤ **Academic Qualifications-10%**

Criteria	Points
Post Graduate	100%
Graduate	80%
Non-Responsive	0%

<p>➤ No of years in Business -10%</p> <ul style="list-style-type: none"> ▪ For Project Manager <table border="1"> <thead> <tr> <th>Criteria</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>More than 18Years</td> <td>100%</td> </tr> <tr> <td>more than 15--upto 18Years</td> <td>90%</td> </tr> <tr> <td>15 Years</td> <td>80%</td> </tr> <tr> <td>Less than 15 Years</td> <td>0%</td> </tr> </tbody> </table> <ul style="list-style-type: none"> ▪ For Senior Civil Engineer-1 <table border="1"> <thead> <tr> <th>Criteria</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>More than 15Years</td> <td>100%</td> </tr> <tr> <td>more than 12--upto 15Years</td> <td>90%</td> </tr> <tr> <td>12 Years</td> <td>80%</td> </tr> <tr> <td>Less than 12 Years</td> <td>0%</td> </tr> </tbody> </table>	Criteria	Points	More than 18Years	100%	more than 15--upto 18Years	90%	15 Years	80%	Less than 15 Years	0%	Criteria	Points	More than 15Years	100%	more than 12--upto 15Years	90%	12 Years	80%	Less than 12 Years	0%
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Non Responsive	0%																			
<p>iii) Whether the expert is a permanent employee which is worth 10%</p> <table border="1"> <thead> <tr> <th>Criteria</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>More than 2Years</td> <td>100%</td> </tr> <tr> <td>2 Years</td> <td>90%</td> </tr> <tr> <td>Less than 1 Year</td> <td>80%</td> </tr> <tr> <td>Not a Permanent Employee</td> <td>0%</td> </tr> </tbody> </table>	Criteria	Points	More than 2Years	100%	2 Years	90%	Less than 1 Year	80%	Not a Permanent Employee	0%										
Criteria	Points																			
More than 2Years	100%																			
2 Years	90%																			
Less than 1 Year	80%																			
Not a Permanent Employee	0%																			

- b. Presentation: 100 Points: The presentation time shall be 15mins and another 10mins for discussion. The Power Point Presentation should focus on the similar experience with photographs/videos of completed projects, understanding of the project approach and methodology for this project.

8.4 The Financial Proposal of those Bidders whose Technical proposals after evaluation of presentation receive aggregate points 700 or more out of 1000 points shall be opened after due intimation of date, time and venue of opening of the Financial Proposal to them. The bidders/their representatives may choose to attend the office of NRDA for opening of financial proposal.

9. OPENING AND EVALUATION OF FINANCIAL PROPOSALS

- 9.1 At the opening of financial proposals, bidders' representatives who choose to attend will sign an Attendance Sheet.
- a. Each Financial proposal will be inspected to confirm that it has remained sealed and unopened.
 - b. The mark of each Technical proposal that met the minimum mark of 750 will be opened and read out aloud.
- 9.2 Evaluation of Financial proposals
- a. Financial proposals will be checked for computational errors or material omissions, and prices will be corrected and adjusted as necessary. In the case of material omissions, the cost of the relevant financial proposal will be increased by application of the highest unit cost of the omitted item as provided in the other submitted financial proposals.
 - b. The Estimated Total Billing Amount (ETBA) for each financial proposal will be computed.
- 9.3 The proposal with the lowest ETBA will be ranked first and shall be declared Preferred Bidder, the next lowest ETBA will be ranked second, and so forth.

10 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.

11 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.

12 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.

13 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.

14 CONTRACT COMMENCEMENT DATE

The contract shall commence from the date of signing. However, the Project Management Services under the Agreement shall commence from the date of deployment of the Core Team at Raipur/ 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 a Technical Consultant for providing Project Management Consultancy Services for sector level related infrastructure Development Projects at 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 (GoC), or any other state government in India (SG) or Government of India (GoI), or any of the agencies of GoC/SG/GoI 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. 100000/- (Rupees One Lakh only) to the Authority in accordance with the RFP Document.
- 20 I/We agree to keep this offer valid for 180 (one hundred and eighty) days 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.

Yours faithfully,
(Signature of the Authorised signatory)

Date: _____
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 **Project Management Consultancy Services for sector level related infrastructure Development Projects at 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)

FORM TECH-1

DETAILS OF BIDDER
(On the Letter Head of the Bidder)

1.
 - (a) Name of Bidder
 - (b) Address of the office(s)
 - (c) Date of incorporation and/or commencement of business
(Please attaché certified copy of registration of Firm)

2. Details of individual(s) who will serve as the point of contact / communication for NRDA with the Bidder:
 - (a) Name :
 - (b) Designation :
 - (c) Company/Firm :
 - (d) Address along with Pincode :
 - (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:	
(10)	Detailed Description of Actual Services Provided by the firm:	
(11)	Professional Staff Provided by the Firm: No. of Staff:	
(12)	No. of Person-Months:	
(13)	Responsibilities of the firm	
(14)	Approx. Value of Services (INR):	
(15)	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 Project Management Consultancy (from Project commencement

to Completion) should be supported by a certificate from the client from an officer of not below the rank of Executive Engineer or General Manager. 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.
- c. In case of works done for the client other than Government/Government undertaking, the bidder shall submit the copy of TDS, duly notarized issued by the client for the total period of work as a proof of the payment made by the client along with the copy of work order and the completion certificate.

FORM TECH-3

**AVERAGE ANNUAL TURN OVER IN LAST THREE FINANCIAL YEARS
FROM PROJECT MANAGEMENT CONSULTANCY SERVICES**

Financial Year	Turn Over from Project Management Consultancy Services (` in Lacs)
2008-09	
2009-10	
2010-11	
Total	
Average Annual Turn Over	

Note: 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.

FORM TECH-4

CURRICULUM VITAE (CV) FORMAT TO BE SUBMITTED WITH PROPOSAL

MAXIMUM AGE FOR ALL THE PERSONNEL SHALL BE 55 YEARS As on 01.01.2012

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 (12) months as regular full time staff (<i>indicate yes or no in the following boxes</i>):</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: center;"><i>Day Month Year</i></p>
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FORM TECH-5

**GENERAL APPROACH AND METHODOLOGY, WORK AND STAFFING
SCHEDULE**

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 Estimated Total Billing Amount for the Assignment:

1. ESTIMATED TOTAL BILLING AMOUNT

S. No.	Position	No of Positions	Billing Rate per month		Tentative Duration of Deployment (Months)	Estimated Total Billing Amount (INR)
			In Figure	In Words		
(1)	(2)	(3)	(4)		(5)	(6)=(3)*(4)* (5)
1	Project Manager	1			24	
2	Senior Engineer(Civil)	2			24	
3	Senior Engineer (Electrical)	1			18	
4	Site Engineer (Civil)	5			24	
5	Site Engineer (Electrical)	2			18	
6	Bill Engineer (Civil)	1			24	
7	Quality Control Engineer (Civil)	1			24	
8	AutoCAD Operator	1			24	
9	Computer Operator	1			24	
A.	Total					
B.	Add Lump sum 15% over A for office and site supervision Expenses					
C.	Estimated Total Billing Amount (ETBA) of Financial proposal = A + B					

Estimated Total Billing Amount (ETBA) of Financial proposal in words:-----

-
1. We confirm that the rate quoted above are inclusive of all applicable taxes, cess and levies except service tax and also inclusive of all office and site supervision expenses which may be incurred by the firm and personnel us towards office equipments and automation, hardware, software, consumables etc, documentation, travel, transportation, communication etc and head office overheads. (“Office and Site Supervision Expenses”)
 2. We understand that the service tax shall be paid by NRDA separately at the applicable rates.
 3. We understand that the fees shall be computed and paid subject to the conditions of service Agreement, by NRDA on the basis of actual 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% 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.

Yours faithfully,
(Signature of the Authorised signatory)

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

APPENDIX C

TERMS OF REFERENCE AND SCOPE OF CONSULTING SERVICES

A. ORGANIZATIONAL SET UP

1. The Project Manager shall be responsible for overall supervision, coordination and management of all the projects assignment.
2. Generally the PMC shall be deployed for one project. However, a given PMC may be deployed for two or more projects depending on the quantum of works and value of the project. Also, the composition of a PMC and the man month of each of the Team Member in a PMC shall be determined on the basis of work proximity, work load by NRDA in consultation with the Project Manager and further that any given Team Member may also be deployed to work simultaneously for more than one PMC depending on the quantum of work. CEO, NRDA decision in this matter shall be final.
3. The Project manager shall be deployed within 15 days of the written intimation issued by NRDA whereas the other team members shall be deployed within 30 days of written intimation issued by NRDA, as required. The general composition of a Typical PMC shall be as follows -

Sr. No	Project Management Unit	Nos.
1	Project Manager	1
2	Senior Engineer (Civil)	2
3	Senior Engineer (Electrical)	1
4	Site Engineer (Civil)	5
5	Site Engineer (Electrical)	2
6	Bill Engineer(Civil)	1
7	Quality Control Engineer(Civil)	1
8	AutoCAD Operator	1
9	Computer Operator.	1
	Total	16

However the exact composition of a particular PMC shall consist of any or all the above mentioned functionaries depending on the requirement of the project. It could also consist of more than one member of one type of functionaries.

4. Deployment of Personnel

- 5.1 The personnel of Core Team (Project manager and senior Engineers) shall not be replaced during the service agreement period except on any unavoidable circumstances.
- 5.2 NRDA shall request the consultant to empanel personnel in advance, for the PMCs as it may deem necessary as per the implementation plans of projects. The Consultant shall submit CVs of personnel proposed to be deployed within 15 (Fifteen) days of written intimation issued by NRDA. The qualifications and experience of personnel shall conform to the qualifications and experience set out in the TOR. The age of each personnel shall not exceed 55 (Fifty five) years as on 01.01.2012. NRDA shall conduct interview of each personnel at Raipur. All the cost related to the interview shall be borne by the Consultant. If the personnel are found suitable a written approval shall be issued by NRDA. If any personnel is not found suitable, NRDA shall request the consultant to submit other CVs and the same procedure of approval shall follow.
- 5.3 The personnel approved by NRDA shall be deployed by the Consultant within 30 (Thirty) days of written intimation issued by NRDA.

5. Replacement

6.1 Should it become necessary due to unavoidable circumstance to replace personnel of the team specified by name the consultant shall forthwith provide a replacement acceptable to the NRDA with comparable or better qualifications and an interview shall be conducted by NRDA at Raipur with no extra cost with that replaced personal. The personal shall only be engaged after approval of NRDA. In the event that the person replaced is, at the time of replacement, in the field, the consultant shall bear the travel and other related costs arising out of or incidental to the replacement. The rate of remuneration allowable for such replacement shall be the same as agreed between the NRDA and the consultant for the person being replaced.

6.2 In the event that any of the personnel is found by the NRDA to be incompetent, or guilty of misbehaviour or incapable in discharging the assigned responsibilities satisfactorily, the NRDA may request by giving a notice of 30

(Thirty) days to the consultant, at the expense of the consultant, to forthwith provide a replacement with suitable qualifications and experience acceptable to the NRDA.

6.3 The decision of NRDA is such as event shall be final and binding on the consultant.

6. Deployment Schedule

The position, the numbers and duration of deployment of personnel as shown in the Form FIN-1 are indicative only. The number of positions and duration of deployment of personnel shall be decided and reviewed and adjusted from time to time by NRDA in consultation with the consultant, as may be appropriate for efficient performance of services provided that such adjustment shall be within the ETBA. The consultant shall cause adjustment in the deployment schedule without delay.

A. OFFICE SETUP

1. NRDA shall provide built up office space near the project sites free of charge along with electricity and water supply.
2. The Consultant, at its own cost procure install, operate, maintain office equipments such as computers (Desktops and Laptops), Printers (A-3 and A-4 size), Fax machine, UPS and other peripherals and all consumables as required for efficient discharge of duties.
3. The Consultant shall procure latest versions of licensed Software including Windows, Microsoft Office, AutoCAD, Microsoft Project or Primavera etc and antivirus software for the project period.
4. The Consultant shall procure and keep it activated, internet connection, telephone connections and mobile cell phones for the team members during the project period.
5. The consultant shall procure, operate and maintain at its own cost necessary vehicles for the use of its members during the project period.
6. In the event, consultant fails to procure the above mentioned office equipments, software etc. in such condition NRDA may procure the same and expenditure towards the same shall be deducted from their RA bills.

B. BROAD SCOPE OF WORK OF PROJECT MANAGEMENT CONSULTANT

1. The Project Management Consultant shall be responsible for supervision, quality assurance and adherence to approved tender cost of the projects during execution & implementation of works at site. The Consultant shall also be responsible for checking the layouts, taking measurements, checking and certifying contractor's bills.
2. The Consultant shall assist in obtaining the requisite statutory approvals related to the entrusted works, handing over the completed works to NRDA or its designated agencies on its completion.
3. The Project Management Consultants shall also carry out scrutiny to ensure sufficiency of the reports, drawing, designs, estimates, BOQ etc prepared by other consultants engaged by NRDA assisting NRDA in finalising extra items, claims of contractor and architectural and other consultants if required.
4. The Consultant shall carry out scrutiny and assist in processing of tender documents for the various works under the project incorporating all statutory / mandatory provisions in respect of labour laws, taxes/ levies etc as per relevant rules, and obtaining approval from NRDA. The Consultant shall assist NRDA in Tender Process Management which shall include pre tender meetings, compilation of queries, preparation of draft response, opening and evolution of tenders, negotiations if required and signing of agreement etc.
5. The Consultant shall be responsible for the day to day supervision of construction works at site through contractors, quality control, taking measurements, entering measurements in the Measurement Books certifying and finalizing the bill of contracts, handing over completed works and attend to audit queries & all arbitration / litigation cases with respect to the project.
6. In case, any such necessity comes up within two years after the expiry of contract, the PMC shall be obliged to attend to the set of queries and assist NRDA by deputing competent personnel for clarification. NRDA shall reimburse the return economy class airfare and Rupees Ten Thousand (10,000/-) per Diem for the purpose.

7. The Site Engineer of the PMC is required to be check 100% measurements, the Senior Engineer is required to check minimum 50% measurements and the Project Manager is required to check minimum 10% measurements.
8. The Project Management Consultant shall check and finalize contractor's detailed programme of activities commensurate with the tender provisions, requirement of labor, materials & samples and delivery of products requiring long lead-time procurement.
9. The Project Management Consultant shall conduct preliminary interaction with the contractor and shall liaison with the design consultant/ proof checking consultant to ensure timely release of drawings well in advance as per the requirement.
10. The Project Management Consultant shall give particular attention on Durability, Water tightness of roofs, walls, sanitary blocks, Ease of construction at various stages, while finalizing the design /details of the building. The Project Management Consultant shall also ensure that all the drawings are coordinated drawings incorporating all services etc required for execution purpose.
11. The Project Manager of the PMC, shall exercise, perform all the duties, liabilities, functions and obligations as "Engineer-in-Charge" as may be laid down in the Contract documents for construction by NRDA, with reasonable skill, care and diligence and also ensure that the works are executed at site strictly as per the terms and conditions of the Contract Agreement entered between NRDA and the respective Contractors, within the given time frame & budget provisions and approval granted by NRDA
12. The Project Management unit shall be responsible for the field supervision carrying out field tests on materials, structures etc. and obtaining necessary approvals thereon and maintaining adequate records thereof on the forms prescribed by the NRDA. The PMC shall ensure proper establishment of field laboratories/quality control equipments on site by contractors to conduct tests on

materials/mixes being used for construction such as cement, steel, bricks, mortars, concretes etc. Essential gauges, instruments etc. should be got calibrated periodically. The Project Management consultant shall maintain necessary site records and obtain data in support of the same. They shall carry out field and laboratory tests on materials of construction as well as partially or completely erected structures etc. and maintain adequate records thereof.

13. The PMC shall avoid cropping up of Extra items/ substituted items and deviations should strictly be avoided. However, in unavoidable circumstances extra items/substituted items, deviation the necessary statement duly supported by justification and analysis of rates shall be submitted as per CPWD formats or any other formats approved by NRDA along with consultant's recommendations for extra/substituted items. The Project Management Consultant should ensure that the case is put up for NRDA's approval early enough so that in no case construction work suffers on this account. As regards grant of time extension cases, prior approval of NRDA should be obtained by Project Management Consultants.
14. The Consultant shall suggest modifications, if any, due to site conditions and submit the recommendations along with cost variations on account of the same to NRDA for approval.
15. The Project manager shall be responsible for the planning and monitoring progress by using modern methods of control such as computerized PERT / CPM(either by Primavera or MS-Projects), submission of progress reports of work executed monthly. Both financial and physical progress reports with reference to prefixed targets will be prepared. Constant review of progress within present time and cost parameters will have to be done. The consultant shall suggest improvements from time to time. The consultants inform NRDA of the progress of the project vis-à-vis PERT/CPM controls on a fortnightly basis.
16. The Project Management Consultant shall ensure the contractual obligation such as implementation of Labor laws, environmental/safety management system

obligations and other statutory regulations are adhered during the construction to completion stage.

17. The Project Management Consultant through the PMC shall ensure adherence of safe working procedures at construction site and conduct safety audit at site and shall submit monthly safety audit reports to the NRDA non-adherence to the safety instruction, unsafe practices followed by the contractor if any and shall report any accident and its analysis with recommended preventive and corrective actions.
18. The Consultant shall be required to participate in the project review meetings held from time to time by NRDA, as also to participate in emergency or extraordinary meetings held to deal with any emergency, force majeure event or other exigencies.
19. The consultant shall submit monthly compliance of environmental safe guard measures implemented by the contractors.
20. The Project Management Consultant shall be responsible for assessing, verifying and sending replies to the day-to-day issues raised by the contractors during the execution of work or after completion of the work. However, in case of any claims with financial implication, approval of NRDA shall be obtained. Nothing extra will be paid to the consultant for such works. The consultant shall work as conciliator in the event of any dispute arising between the parties before the matter goes to legal forum. Consultant shall deal with all Arbitration / litigation cases either with Arbitrator or with any other Court of Law during the contract period as defined in the agreement till its conclusion.
21. The Project Management Consultant shall provide all technical services/ guidance/ advice as may in any way relate to or arise out of the construction of the said work as have been entrusted to the Project Management consultant by NRDA.
22. The Project Management Consultant shall collect and deliver to NRDA any specific written warranties or guarantees given by others, including all required trade contractor guarantees and warranties.

23. The Project Management Consultant shall prepare a realistic cash flow/ expenses on budget head for the project on available information and update the same as required on a regular basis to reflect the current status.
24. The Project Management Consultant shall keep NRDA apprised of any delays; keep a hindrance register indicating all details of all such delays which will also be furnished with recommendations for approval of NRDA for grant of extension of time by NRDA to contractors.
25. Reconciliation of the quantities for the final bill shall be done by the PMC before the final bill is submitted to NRDA. The PMC shall ensure that all the test reports /certificates, guarantees, warrantees bonds are obtained.
26. Obtain and submit all the records and the records of any changes made in the works during the progress of works and submit adequate number of completion reports and completion drawings for the project, prepared by the contractor/ consultant incorporating all such changes, duly authenticated as required for obtaining "Completion/Occupancy Certificate" from statutory authorities, wherever required.
27. Obtain certification and submit "As Built Drawings" prepared by the Contractor at an appropriate scale indicating the details of building, structure and services duly authenticating and supply 8 sets of as built/completion drawings to Project Coordinator NRDA also hand over the originals of the completed drawings.
28. Submit two soft copies of the entire drawings / documents & two sets of drawings on reproducible paper for the works executed to the Project Coordinator, NRDA.
29. Verification of work on its completion and issuing completion certificates (virtual as well as actual) for the completed works, so as to enable NRDA to record completion of the works.
30. Verification by taking and recording joint measurements of the final bill to be submitted by the contractors, process, certify and recommend as per the terms and conditions of contract agreement for release of final payment by NRDA and attend to the observations /queries raised while processing the same for payments by NRDA.
31. Project Management Consultant shall also submit necessary information as required by NRDA for finalization of accounts.

32. The Project Management Consultant shall maintain complete documentation and render all technical services as may in any way relate to or arise out of the construction of the said work as have been entrusted to the Project Management consultant by NRDA.

33. The consultant shall get the “Maintenance Manual” for buildings and all the internal and external services prepared by the contractor/s.

34. Essential Qualification, Experience and Responsibility of the Personnel

34.1 Project Management Team: The minimum Educational Qualification, Experience and Responsibility of the Personnel’s shall be as follows –

Position	Project Manager
Educational and Relevant Experience	Graduate in Civil Engg. With Minimum 15 yrs of experience in the designing, construction management, and supervision of Integrated urban infrastructure with minimum 3 years experience in the capacity of project manager capacity project. And also have at least 3 years of experience should be in planning and monitoring of projects using computer aided methods such as PERT/CPM (either by Primavera or MS-Projects Software) for procurement of goods, works and services and project implementation.
Responsibility	<p>He shall be the head of the PMC Team as well as that/those of Project Management Unit/s. He shall -</p> <ol style="list-style-type: none"> 1. Coordinate with all the PMC units of individual projects, NRDA and Contractors and will be single point contact with NRDA. He shall be responsible for the Scrutiny of the drawings and shall provide assistance to NRDA in selection of Contractors. 2. In consultation with the NRDA, prepare the procurement plan for all goods works and services to be taken up during the project; and 3. Assist in planning, control and management of the team work; 4. Review and assist in developing implementation schedules and resource requirements; 5. Assist in monitoring progress, evaluating results and identification of resolution of constraints; 6. Coordinate all implementation activities with various stakeholders; 7. Review and finalise the monthly/quarterly reports prepared by the team members; 8. Assist in identifying the physical, institutional and financial data to be analysed to monitor sustainability and impact on Project. 9. Representative of NRDA in various offices & field from NRDA side if required 10. Monitor progress of the construction works through computer-aided project management techniques; 11. Prepare Bid documents also to provide support in preparation of evaluation reports and related transactions

	<p>12. Advise and assist the NRDA with respect to arbitration or litigation relating to the works, whenever required;</p> <p>13. Prepare any required variation orders requested by the NRDA and review any variation order proposed by the contractor and provide their advice to the NRDA in accordance with the contract;</p> <p>14. Review all claims submitted by the Contractor and provide advice to the NRDA of the validity of the claim, the effect of such claim on the construction schedule and the cost of the project;</p> <p>15. Review and comment on the monthly progress reports submitted by the contractor detailing the work undertaken during the previous month, the progress of the work against the approved schedule, the problems and difficulties encountered by the contractor and other issues requested by the NRDA;</p> <p>16. Review the procurement procedures for the NRDA, contractors, sub-contractors and vendors</p> <p>17. Updating of the guidelines in line with the international & national standard practices</p> <p>18. Establishing benchmarks for the performance rating of the all the contractors and maintaining for implementation to expedite the progress of projects.</p> <p>19. Prepare project Implementation plan for each project by using modern methods of control such as computerized PERT / CPM(either by Primavera or MS-Projects),</p> <p>20. Monitor progress by using modern methods of control such as computerized PERT / CPM (either by Primavera or MS-Projects),</p> <p>21. Submit of progress reports of work executed fortnightly, both financial and physical progress reports with reference to prefixed targets.</p> <p>22. Review progress of each millstone with reference to the time and cost parameters identify critical activities/issues which require immediate attention and submit alert reports in case of delay and cost over run.</p> <p>23. Suggest improvements for timely and cost effective construction from time to time.</p>
Position	Senior Civil Engineer
Educational and Relevant Experience	Graduate in Civil Engg. with Minimum 12 yrs of experience in Integrated urban infrastructure project. Out of the two senior civil engineer one should have atleast 8 years of experience in road works and another should have atleast 8 years of experience in water supply/sewerage.
Responsibility	<ol style="list-style-type: none"> 1) Day to day supervision of the implementation work at the site 2) Ensure implementation adhering to approved design and drawing 3) Ensuring quality of work at site as per standard practice 4) Ensure adherence to safety standards at site as per standard practice 5) Monitoring the progress of implementation work 6) Registering quantum of daily progress achieved at site 7) Ensure implementation of the project as per applicable laws, rules, policies and guidelines

	8) Support the Project Manager in monitoring the implementation of the Project.
Position	Senior Electrical Engineer
Educational and Relevant Experience	Graduate in Electrical Engg. with Experience of atleast 12years in supervision of installation of 33kv/11 KV indore Substation with underground cable
Responsibility	<ol style="list-style-type: none"> 1) Day to day supervision and progress monitoring of the implementation work at the site. 2) Ensure implementation adhering to approved design and drawing. 3) Ensuring quality of work at site as per standard practice. 4) Ensure adherence to safety standards at site as per standard practice 5) Registering quantum of daily progress achieved at site
Position	Quality Control Engineer*
Educational and Relevant Experience	Bachelor in Civil Engg. with Minimum 10 yrs of experience in development of Integrated urban infrastructure project
Responsibility	<ol style="list-style-type: none"> 1) Assess and check the laboratory and field tests carried out by the contractor, and carry out independents tests. 2) Maintain records of all testing work, including cross-referencing of items of work to which each test refers and location from which any samples were obtained for testing.
Position	Bill Engineer *
Educational and Relevant Experience	Graduate in Civil Engg. with Minimum 10 yrs of experience in billing of construction projects, out of which minimum 5 years experience should be as a Bill engineer incharge.
Responsibility	<ol style="list-style-type: none"> 1) Review the bills of quantities prepared by the contractor for the development of the Project and ensure compliance with all applicable laws and guidelines; 2) Provide recommendations to NRDA;
Position	Site Engineer (Civil) *
Educational and Relevant Experience	Graduate in Civil Engg. With Experience of at least 5years in site supervision of construction projects.
Responsibility	<ol style="list-style-type: none"> 1) Day to day supervision and progress monitoring of the implementation work at the site 2) Ensure implementation adhering to approved design and drawing 3) Ensuring quality of work at site as per standard practice 4) Ensure adherence to safety standards at site as per standard practice 5) Registering quantum of daily progress achieved at site
Position	Site Engineer (Electrical)
Educational and Relevant Experience	Graduate in Electrical Engg. with Experience of at least 5years or Diploma in Electrical Engineering with 8 years of experience in supervision of installation of electrical equipments and electrical works
Responsibility	<ol style="list-style-type: none"> 1) Day to day supervision and progress monitoring of the implementation work at the site 2) Ensure implementation adhering to approved design and drawing 3) Ensuring quality of work at site as per standard practice

	4) Ensure adherence to safety standards at site as per standard practice 5) Registering quantum of daily progress achieved at site
Position	Auto CAD operator*
Educational and Relevant Experience	Certificate of Draftmanship with Experience of at least 5 years in Auto CAD
Responsibility	All types of computer related work

* The number of each position shall be decided by NRDA in consultation with the Project Manager depending on the size, nature, requirement of the project.

31.2 Any additional expertise if required for the project the same shall be employed with mutual consent.

Draft

Consultancy Agreement

THIS AGREEMENT (“Consultancy Agreement”) is made on the ___th day of ____, 2008 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 Gate No.2, DKS Bhawan, Mantralaya, Raipur-492001 (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, 1956³ 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

³ Necessary changes would be made in case the Consultant is a Partnership Firm or sole proprietorship firm

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, 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 Clause 2 and will perform, fulfill, comply with and observe all singular provisions, conditions and requirements to the Agreement.

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

Reports

- 1. The consultant shall submit 5 hard copies and 2 soft copies in CD ROM the following reports to the NRDA

SI No.	Report	Frequency	Due Date/Time
1.	Inception Report	One time	15 days after commencement of services.
2.	Progress Report (Monthly)	Fortnight Report & Every month	Fortnight Report : 3 rd day on expiry of Fortnight & Monthly: Before 5 th day of the following month
3.	Final Report	One time	Within 15 days of completion of services/contract.

- 2. The Inception Report shall contain the details of all meetings held with the NRDA, other consultants engaged by NRDA and the contractor and decisions taken therein, the resources mobilised by the consultants as well as the contractor and the consultants’

perception in the management and supervision of the works. The Report shall also include the Work Programme and Deployment Schedule of Staff.

3. The monthly Progress Report shall contain details of all meetings, decisions taken therein, mobilisation of resources (consultants' and the contractor), detailed compliance report of each activity, progress and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any reasons for such delay(s) and the recommendations for corrective measures. The report shall also include the photograph of the activities being done at the site. The report should also include safety audit and Environmental safeguard audit report on the contractor's performance on these aspects. The report shall also contain any other aspect which NRDA may direct from time to time.

4. **Final Report**

The consultant will prepare a comprehensive final completion report after completion of the work. The report shall incorporate summary of the method of supervision performed, problems encountered and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the employer.

- 2.2 The Consultant shall submit to NRDA five (5) hard copies and two (2) soft copies on separate CDs (all drawings in AutoCAD) of all reports/documents to be delivered as per Clause 2.1 above.

- 2.3 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.

- 2.4 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 Site Supervision Expenses")

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

3. **PERFORMANCE SECURITY, LIQUIDATED DAMAGES AND PENALTIES**

- 3.1 **Performance Security**

The Authority shall retain by way of performance security (the "Performance Security"), 5% (Five percent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recover of liquidated damages as specified herein. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiration of this Agreement.

3.2 Liquated 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 The PMC shall prepare a check list for submissions of bills by the contractor. The PMC shall check, verify and submit the bill within seven (7) days of receipt of the bill from the contractor/s.

3.7 The following activities shall **attract penalties which shall be deducted from the monthly bill for consultancy services –**

Sr. No.	Activities	Penalty
1	Report Submission	If there is any delay in report submission, NRDA may impose a penalty by deducting upto 1%age on the particular PMC unit.
2	Absent from Duties	For any reason whatsoever, if any team member remains absent from duty for a cumulative period of more than 15 working days in a years or more than 5 working days at one time, the consultant shall deploy a personnel of equal or higher qualification and experience under the intimation to the CEO,NRDA. In the event of the failure of the consultant to do so, a prorate 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	Delay in Bill Submission	If there is any delay in Bill submission, NRDA will impose a penalty by deducting upto 0.5% of the monthly bill for the PMC unit per day of delay.

4	Change of Manpower	<p>If there is any change in manpower</p> <p>a. For PMT more than two times after confirmation, NRDA will impose a penalty upto Rs 25,000/-(Rupees Twenty Five Thousand Only) on each change.</p>
5	Mistake in measurements due to negligence/intentional	<p>If there is any major mistakes found in taking measurements which is +/- 10%, NRDA will impose a penalty by deducting upto Rs5,000/-(Rupees Five Thousand Only) per mistake.</p>
6	Conduct quality control measures and QA	<p>The NRDA may conduct independent quality monitoring and checking of works carried out by contractor and certified or /and recommended for payment by the Consultant. If such checks disclose that works certified or /and recommended for payment by the Consultant do not meet the specified requirement, NRDA will not pay the Consultant fees for the affected portion which shall be calculated @ 2.5% of the value of such work. In addition, NRDA will impose a penalty upto 100% of such fee and without entitlement to payment of further fees in this scope of work.</p>
7	Performance of the team members	<p>If the service of a team member provided by the Consultant is not acceptable to the NRDA, the Consultant shall replace the team member within 30days of given such notice. If the Consultant fails to quickly deploy/replace a team member as instructed by the Employer, the Employer may make temporary arrangement. The temporary deployment/replacement shall be paid by the NRDA with commensurate reduction in the person month scope of the PMC Contract. In addition to the cost of the temporary replacement, NRDA shall impose a penalty upto 50% of the cost of the temporary deployment/ replacement until such time that the Consultant provides an acceptable replacement/ team member.</p>

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

a. 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 (30) 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.

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 Project Manager 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 _ETBA 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 1998**.

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 NAYA RAIPUR DEVELOPMENT
AUTHORITY 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: _____