

**REQUEST FOR PROPOSAL**  
**FOR SELECTION OF A TECHNICAL CONSULTANT**  
**FOR PROVIDING**

***PROJECT MANAGEMENT CONSULTANCY***  
***SERVICES FOR CONSTRUCTION SUPERVISION OF***  
***CITY LEVEL ROADS (PHASE-II) of Length 60km***  
***AT NAYA RAIPUR***

**RFP No.: 31dated:08/06/2013**



**NAYA RAIPUR DEVELOPMENT AUTHORITY**

Near DKS Bhawan ,Old Mantralaya, Raipur 492 001, Chhattisgarh Tel No: + 91 771 4066011; Fax  
No.: +91 771 4066188 E-mail: ceo@nayaraipur.com, **Website:** www.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](http://www.nayaraipur.com).

*Request For Proposal For Selection of a Technical Consultant for providing Project Management Consultancy Services for Construction Supervision of City Level Roads Phase-II at Naya Raipur*

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## Data Sheet

S. N.	Description													
1	Type of Technical proposal required	QCBS, Quality cum Cost based Selection												
2	Last Date of Receipt of Pre-proposal Query	Date: 15 /06/2013												
3	Date of Pre-Proposal Meeting	Date: 18/06/2013 Time: 15.30 hrs Venue: Near Old Mantralaya,Raipur-492001,Chhattisgarh												
4	Last date and time of Submission of proposal (Proposal Due Date)	Up to 15.30 hrs; Date: 09/07/2013												
5	Opening of Technical proposal	At 15:30 hours (IST) or thereafter; Date : 09/07/2013												
6	Date of opening of Financial proposals	To be intimated later												
7	Duration of services:	27 Months from this date which may be extended by another one year.												
8	Earnest Money Deposit	<b>Rs 100,000/- (Rupees One Lakh Only )</b> 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	Evaluation of the Proposals and Scoring Criteria	<p>The proposals will be evaluated on Quality cum Cost Based services with a weightage of Technical 80% and Financial 20%</p> <p>The Evaluation of the Technical Proposal shall be done based on the following scoring system the <b>criteria, sub-criteria, and point system</b> for the evaluation of Full Technical &amp; Financial Proposals are:</p> <table border="1"> <thead> <tr> <th align="center">Sl.No</th> <th align="center">Scoring Criteria</th> <th align="center">Score</th> </tr> </thead> <tbody> <tr> <td align="center">1</td> <td>Specific experience of the Consultants relevant to the assignment a. Up to two works 5 points b. Three works 10 points c. Four or more projects 15 points</td> <td align="center">15</td> </tr> <tr> <td align="center">2</td> <td>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TOR): a) Presentation:10 points b)Technical Approach and Methodology:5 points c) Work Plan :5 points d) Organisation and Staffing :10 points</td> <td align="center">30</td> </tr> <tr> <td align="center">3</td> <td>Key Experts' qualifications and competence for the Assignment (for professionals staff qualifications please refer Section 34 of Terms of Reference and Scope of Work) Percentage Weights: a. Team Leader: 20 b.Sr.Highway Engineer: 10 c. Bridge Engineer:10</td> <td align="center">55</td> </tr> </tbody> </table>	Sl.No	Scoring Criteria	Score	1	Specific experience of the Consultants relevant to the assignment a. Up to two works 5 points b. Three works 10 points c. Four or more projects 15 points	15	2	Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TOR): a) Presentation:10 points b)Technical Approach and Methodology:5 points c) Work Plan :5 points d) Organisation and Staffing :10 points	30	3	Key Experts' qualifications and competence for the Assignment (for professionals staff qualifications please refer Section 34 of Terms of Reference and Scope of Work) Percentage Weights: a. Team Leader: 20 b.Sr.Highway Engineer: 10 c. Bridge Engineer:10	55
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		<p>d.Geotechnical Expert:05 e. Contract Specialist:10 The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights: <b>1) General qualifications(general education, training, and experience): 30%</b></p> <p><b>(a) Education: 08%</b> Less than Minimum as per ToR: 00% Qualification as per ToR: 08%</p> <p><b>(b)Experience: 12%</b> Total Years of Professional experience Less than Minimum as per ToR: 00% Experience as per ToR: 12%</p> <p><b>c) Regular Employment with the Firm 10%</b> Not an Employee 04% Employee Since Last Two years or less 08% Employee Since more than Two years 10%</p> <p><b>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments as per TOR) : 60%</b></p> <p>(a) General Experience in Construction Supervision In Highway Projects 10%</p> <p>(b) Experience in similar position: No. of Projects of similar complexity / Duration in relevant position as per TOR 50%</p> <p><b>3) Local Experience in Region and Language 10%</b></p> <p align="center"><b>Total weight: 100%</b></p> <p align="center"><b>Total points for the three criteria:100</b> <b>The minimum technical score (St) required to be eligible :70</b></p>
		<p>The formula for determining the financial scores is the following: <math>S_f = 100 \times F_m / F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest price and <math>F</math> the price of the proposal under consideration. The weights given to the Technical and Financial Proposals are: <math>T = 80\%</math>, and <math>P = 20\%</math> Proposals are ranked according to their combined technical (<math>S_t</math>) and financial (<math>S_f</math>) scores using the weights (<math>T =</math> the weight given to the Technical Proposal; <math>P =</math> the weight given to the Financial Proposal; <math>T + P = 1</math>) as following: <math>S = S_t \times T\% + S_f \times P\%</math>.</p>
11	Representative/Contact Person of NRDA	The Chief Engineer (Engineering) Naya Raipur Development Authority(NRDA) Naya Rakhi, Naya Raipur, TEL NO: + 91 771 4066011, Fax No.: +91 771 4066188
12	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 DKS Bhawan, Old Mantralaya, Raipur – 492 001 TEL NO: + 91 771 4066011, Fax No.: +91 771 4066188 E-mail : ceo@nayaripur.com, www.nayaripur.com

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<b>S. N.</b>	<b>Description</b>	
13	Address where Bidders must submit proposal at the	The Chief Executive Officer (CEO) Naya Raipur Development Authority Near DKS Bhawan, Old 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. NRDA has developed a road length of 75km, under Phase-I program in Naya Raipur. Under Phase-II program NRDA intends to develop another 59.6km of road length in 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 road construction and related infrastructure development ("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, during Implementation period for road and bridge construction fulfilling the following requirements:-
  - (1) Minimum experience in last 7 years commencing from **01.01.2006** as Project Management Consultant for at least one satisfactorily completed road work of length 50km or two satisfactorily completed road works of length 30km each, of bituminous pavement of four lane or two lane with median (divided carriageway) configuration including cross drainage structures (culverts & bridges), Road Over Bridges or Road Under Bridges.
  - (2) Should have an average annual turnover of at least 10 Crores in the last three financial years (2009-2010, 2010-2011, and 2011-2012) from Project Management Consultancy Services.
- 4.1 For the purpose of this RFP document, a Business Entity shall mean a sole proprietorship firm<sup>1</sup> / registered partnership firm<sup>2</sup> / a company<sup>3</sup> registered in India under the Companies Act 1956.
- 4.2 Consortia shall not be eligible.

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<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> A company should furnish certificate of incorporation and memorandum of association as proof of identity.

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- 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 (Gol), or any of the agencies of GoC/SG/Gol 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](http://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 favor of the Chief Executive Officer, NRDA, payable at Raipur towards the Processing fee. The proposal without the processing fee will not be considered for evaluation.
6. NRDA intends to appoint a single entity for the assignment within Naya Raipur. The aggregated block estimated cost is expected around Rs 300cr. NRDA is anticipating completing these projects within next 27 months that may need project management services. However, NRDA shall have the discretion to increase or decrease the scope of services of under the assignment.
7. The Project Management Consultancy Team shall comprise of a Team of professionals headed by the Team Leader. The Team Leader shall be responsible for overall supervision, coordination and management of all the projects assignment.
8. The Team leader 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 –

SI.No	Team Composition	Number	Minimum Experience	Duration in Months
1	Team Leader	1	20	27
2	Sr. Highway engineer	1	15	12
3	Bridge Engineer	1	15	12
4	Geo Technical Expert	1	15	12
5	Contract Specialist	1	20	27
6	Sr. Engineer	4	10	27
7	Quantity Surveyor/Billing Engineer	1	10	27
8	Quality Control Engineer	1	10	27
9	Environmental and Social Expert	1	10	24
10	Site Engineer	8	5	27
11	Surveyor	4	5	24
12	Lab Technician	1	5	24
13	Auto Cad Draftsman	1	3	24
<b>Total</b>		<b>26</b>		

- a. However the exact composition of the team shall consist of any or all the above mentioned functionaries depending on the requirement of the project. It could also consist of more/less than the member of one type of functionaries, as decided by NRDA depending on the requirement of the project. The deployment of the personnel(

continuous or intermittent) at site shall be done on approval of NRDA and payment for all the positions shall be made as and when deployed

- b. Maximum age for the personnel in the PMC shall be 60 years for Team Leader and 40 years for other members of the PMC team.
  - c. The bidder is required to submit the CVs of the members of the team proposed for deployment as set out in the RFP, which shall be evaluated as provided in the RFP. The personnel proposed in the team shall be required to attend NRDA's office for personal interview at their cost. If a person proposed for any position is not found suitable by NRDA, another CV shall be submitted and the same procedure shall follow till a suitable person for the given position is approved.
9. 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**.
  10. 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.
  11. 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.
  12. The Consultancy period shall be initially for 27 months effective from the joining date of the Team leader which can be extended by another term of one year. 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 15 months period and shall be increased by 10% on the rates quoted above previous year billing rate, for the next 12 months of the consultancy period. In case the services are required to be increased any further, there shall be an increase of consultancy fee by 15% per annum on the previous year billing rate.
  13. 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.
  14. **EARNEST MONEY DEPOSIT (EMD)**
    - a. 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.



- b. 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.
- I. 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.

## **15 CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS**

- a. Bidders may request a clarification of any of the issue related to the RFP document up to the date indicated in the Data Sheet. Any request for clarification must be sent in writing to the address indicated in the Data Sheet. The responses of NRDA will be uploaded in the website ([www.nayaraipur.com](http://www.nayaraipur.com)), without identifying the source of inquiry.
- b. At any time before the proposal due date the NRDA may, whether at its own initiative, or in response to a clarification requested by a firm, amend the RFP by issuing an amendment. The amendment shall be uploaded in the website ([www.nayaraipur.com](http://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](http://www.nayaraipur.com)) and the same should be submitted.

## **17 CONFLICT OF INTEREST**

- a. 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 NRDA's, 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 firm that prepared the Detailed Project Report (DPR) or proof checking engineering, design for the projects(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 anything 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 of arrangement between two or more bidders, designed to influence the action of any party in a consultant selection process or the execution of a contract;
  - (d) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a consultant selection process, or affect the execution of a contract; and
- (ii) NRDA will reject a proposal for award if it determines that the consultant recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- (iii) NRDA will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in NRDA-financed activities if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent,

collusive or coercive practices in competing for, or in executing, an NRDA-financed contract; and

- (iv) NRDA will have the right to require that, in consultant selection documentation and in contracts financed by the NRDA, a provision be included requiring bidders to permit the NRDA or its representative to inspect their accounts and records and other documents relating to consultant selection and to the performance of the contract and to have them audited by auditors appointed by the NRDA.

## 19 PREPARATION OF THE PROPOSAL

a. The proposal shall be in English language. The original proposal (Key submissions, Technical and Financial proposals) shall contain no interlineations or overwriting, except as necessary to correct errors made by bidders themselves. Any such corrections, interlineations or overwriting must be initialled by the person(s) who had signed the proposal. The authorized representative of the bidder shall initial all pages of the original hard copy of the Key Submissions, Technical and Financial proposal. All the documents should be Hard Bound.

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

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

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

### b. Envelope 1: "Key Submissions"

The following documents shall be submitted in Envelope 1 –

- i. Letter of proposal in the prescribed format (**Appendix A**);
- ii. A non refundable processing fee as a crossed demand draft is required to be enclosed for an amount of Rs. 10,000 (Rupees Ten Thousand only) drawn in favor of CEO, Naya Raipur Development Authority (NRDA) on any scheduled bank, payable at Raipur, Chhattisgarh.
- iii. Earnest Money Deposit for an amount of Rs.100, 000/- (Rs. One Lakh only) in the form of a Demand Draft in favor of the Chief Executive Officer, Naya Raipur Development Authority, on any scheduled bank, payable at Raipur.
- iv. Power of Attorney for signing the proposal in the prescribed format (**Appendix – B**).

- v. RFP and draft Consultancy Service Agreement duly signed in blue indelible ink and stamped by the authorized representative of the bidder.

c. Envelope 2: "Technical Proposal"

The following documents shall be submitted in Envelope 2 –

- (i) A brief description of the organization supported by a certified copy of registration of the Firm and details of contact person in Form TECH-1.
- (ii) Description of Experience of Bidder to illustrate Experience (Not to exceed A-4 size Three page for each Project) in Form TECH-2. Experience of Project Management Consultancy (from Project commencement to Completion) should be supported by a certificate from an authority of the rank of Executive Engineer/ General Manager of the client. The certificate should clearly set out the name of the project, activities undertaken, project cost, date of commencement and date of completion of project management consultancy services. In case the Project cost is not set out in the certificate from the client, the bidders can submit a certificate from Statutory Auditor indicating the same. ***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) CVs (Curriculum Vitae) of the Team leader 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.
- (v) All nominated experts must be Indian nationals. Only one CV should be submitted for each position. Higher rating will be given to nominated experts who are regular full-time employees who have been employed continuously by the bidder for more than 24 months prior to the proposal due date.
- (vi) Each expert should confirm that the content of his/her curriculum vitae (CV) is correct and the experts themselves should sign the certification of the CV, the same should have counter signature by the authorised

representative. However, in particular cases, the NRDA may accept a senior officer of the bidder signing the CVs on behalf of the experts. If, for valid reasons, the experts are unable to do so, and the bidder's proposal is ranked first, copy of the CVs signed by the experts concerned must be submitted to the NRDA prior to the signing of agreement.

- (vii) General approach and methodology, work and staffing schedule in from TECH-5. It should be in maximum ten (10) pages inclusive of charts and graphs. Comments, if any, on the TOR to improve performance in carrying out the assignment. Innovativeness will be appreciated, including workable suggestions that could improve the quality/effectiveness of the assignment.
- (viii) The bidder shall submit a soft copy in CD ROM of all the contents of "Key Submission" and "Technical Proposal" in a separate cover in Envelope – 2

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

e. Envelope 3: "Financial Proposal"

- (i) The Financial proposal must be submitted in hard copy using Form FIN – 1 Bidders shall use only Indian currency in preparation of Forms FIN-1. The billing rate shall be inclusive of – Remuneration to the including cost of personnel, all out-of pocket expenses, cost of lodging, boarding, travel, transportation, documentation overhead, all the taxes, cost to company, profits etc. The service tax shall only be reimbursed separately.
- (ii) The Remuneration corresponding to personnel should also include all the taxes, all out of pocket expenses, their lodging and boarding and local travel etc.
- (iii) 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.

f. 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.

g. It shall be deemed that prior to the submission of the Proposal, the Bidder has:

- i. made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
- ii. received all such relevant information as it has requested from NRDA; and

- iii. Made a complete and careful examination of the various aspects of the Project.

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

## **20 SUBMISSION , RECEIPT AND OPENING OF PROPOSALS**

- a. All The three envelopes shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and Title of the Project, Proposal Due Date and other information indicated in the Data Sheet.
- b. Proposals must be delivered at the indicated addresses on or before the time and date stated in the Data Sheet or any new date extended by NRDA.

## **SECTION 2**

### **EVALUATION, AWARD AND SIGNING OF AGREEMENT**

1. The evaluation of the proposals shall be done on Quality cum Cost Basis (QCBS). From the time the proposals are opened till the time the contract is awarded, the bidder should not contact NRDA on any matter related to its Technical and/or Financial proposal. Any effort by a bidder to influence in examination, evaluation, ranking of proposals or recommendation for award of contract may result in rejection of the bidder's proposal.
2. No request for alteration, modification, substitution or withdrawal shall be entertained by NRDA in respect of proposals already submitted by the bidder.
3. Prior to evaluation of proposals, NRDA will determine whether each proposal is responsive to the requirements of the RFP by opening the Envelop-1. A proposal shall be considered responsive only if:
  - (a) It is received by the proposal Due Date including any extension thereof;
  - (b) It is accompanied by the EMD of Rs. 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;
4. NRDA reserves the right to reject any proposal which is non-responsive.
5. NRDA shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the

- RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
6. After the technical evaluation is completed and the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangement for attending the opening.
  7. The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.
  8. The **Team leader** shall deliver the presentation. No other person shall be allowed to deliver the presentation. In case the **Team leader** does not attend for making presentation the marks in "PRESENTATION" shall not be given.
  9. Financial Proposals shall be opened publicly in the presence of the Consultants' representatives. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who meet the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.
  10. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
  11. 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.
  12. 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.
  13. 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.

14. 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.

15. **CONTRACT COMMENCEMENT DATE**

The contract shall commence from the date of signing of the contract agreement. However, the Project Management Services under the Agreement shall commence from the date of deployment of the Core Team at Naya Raipur.



**SECTION 3**

**APPENDIXES, TECHNICAL AND FINANCIAL PROPOSAL STANDARD FORMS**

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**APPENDIX A**

**LETTER OF PROPOSAL**  
(On Applicant's letter head)

Dated:

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

**Sub: Selection of a Technical Consultant for providing Project Management Consultancy Services for Construction of City Level Roads Phase-II in Naya Raipur.**

Dear Sir,

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

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

We understand that except to the extent as expressly set forth in the Service Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of assignment.

- 18 The Consultancy Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Service Agreement.
- 19 I/We offer and attach as specified (i) Non-refundable processing fee of Rs10,000/- (Rupees Ten Thousand Only) in the form of demand draft (ii) EMD of Rs. 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.

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

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

**APPENDIX B**

**POWER OF ATTORNEY FOR SIGNING OF PROPOSAL**

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

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

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

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

**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 Pin code :
  - (e) Telephone number :
  - (f) E-mail address :
  - (g) Fax number :
  - (h) Mobile number :

**FORM TECH-2**

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

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

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

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

- a. Experience of 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 in a Government department, or Project Director in NHAI or General Manager in a Government department. The certificate from the client

should clearly set out the name of the project, activities undertaken, project cost as given in below format.

- 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.

**Certificate Format**

It is to certify that M/s.....was been awarded the work of .....vide agreement No.....  
The total project cost is Rs.....the consultancy fees for the construction supervision consultant is Rs.....As a part of the above contract, the consultant have successfully completed satisfactorily the work on dd/mm/yy of.....(name of the Project).....road construction project in the State of .....whose length is .....km. The carriageway configuration of the road is.....(4lane &2lane divided)....The road construction work included laying of sub grade, granular sub base, sub base and wearing course, paved shoulders(strike off whichever is not applicable).In the project the consultant has also supervised the construction of.....km of storm water drainage.....no. of Cross drainage works including pipe, box culverts,.....no of major and minor bridges and .....no of ROBs/RUBs.

Their work is found to be satisfactory.

**(Signature)**

**Name:**  
**Designation:**  
**Contact Number:**

**Office Seal**



**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)
2009-10	
2010-11	
2011-12	
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 THE PERSONNEL SHALL BE 60 YEARS for Team Leader and 40 Years for Other members of the Team**

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

13.	<p><b>CERTIFICATE (Please follow exactly the following format. Omission will be seen as non-compliance)</b></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><b>I have been employed by [name of the firm] continuously for the last ( ) months as regular full time staff (indicate yes or no in the following boxes):</b></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><b>SIGNATURE:</b>      <b>DATE OF SIGNING:</b>                     </p> <p>Day      Month      Year</p>
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### **GENERAL APPROACH AND METHODOLOGY, WORK AND STAFFING SCHEDULE**

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

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

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

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

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

**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 financial quote for the Assignment:

**1. Break Down of Cost**

S. No.	Position	No of Positions	Billing Rate per month		Tentative Duration of Deployment (Months)	Total Billing Amount (INR)
			In Figure	In Words		
(1)	(2)	(3)	(4)		(5)	(6)=(3)*(4)* (5)
1	Team Leader	1			27	
2	Sr. Highway Engineer	1			12	
3	Bridge Engineer	1			12	
4	Geo Technical Expert	1			12	
5	Contract Specialist	1			27	
6	Sr. Engineer	4			27	
7	Quantity Surveyor/Billing Engineer	1			27	
8	Quality Control Engineer	1			27	
9	Environmental and Social Expert	1			24	
10	Site Engineer	8			27	
11	Surveyor	4			24	
12	Lab Technician	1			24	
13	Auto Cad Draftsman	1			24	
<b>A.</b>	<b>Total</b>					
<b>B.</b>	<b>Add Lump sum 15% over A for office and site supervision Expenses</b>					
<b>C.</b>	<b>Total Billing Amount of Financial proposal = A + B</b>					

Total Billing Amount of Financial proposal in words:-----

- We confirm that the rate quoted above are inclusive of all applicable taxes, cess and levies except service tax and also inclusive of all office and 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")
- We understand that the service tax shall be paid by NRDA separately at the applicable rates.
- We understand that the fees shall be computed and paid subject to the conditions of service Agreement, by NRDA on the basis of actual time spent by the personnel in performance of the services at the Billing rates approved by NRDA after adding a lump sum amount of 15% and deducting taxes at source as per applicable law In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.

Date: \_\_\_\_\_ Yours faithfully,  
 Place: \_\_\_\_\_ (Signature of the Authorized signatory)  
 \_\_\_\_\_ (Name and designation of the of the Authorized signatory)  
 Name and seal of bidder

**TERMS OF REFERENCE AND SCOPE OF CONSULTING SERVICES**

**A. Objective of the Assignment**

1. The objectives of the consultancy service is to ensure timely completion of road construction works with due regards to sound contract management, quality, safety and environment practices in accordance with the contract provisions.
2. The broad scope of services shall include but not limited to the following:-
  - a) The Consultant shall provide construction supervision to the Construction of the City level roads phase-II at Naya Raipur in the State of Chhattisgarh, India.
  - b) In the process, the Consultant shall monitor and control the progress to keep the works completed on Schedule and within Budget.
  - c) The Consultant shall be fully responsible for monitoring quality and standards for the project and shall ensure for necessary compliance.
  - d) The Consultant shall ensure that all the components of the work are carried out in full compliance with the engineering design, technical specifications and contract conditions.
  - e) The Consultant shall make adequate and correct documentation of the project for dealing with legal and contractual aspects of the civil works.
  - f) Consultants are required to provide particular emphasis on safety during construction.

**B. DETAILED SCOPE OF CONSULTANCY SERVICES**

1. The Naya Raipur Development Authority, in its role as "Client", will employ a consultancy firm to undertake the supervision of construction of the City level roads Phase-II, in Naya Raipur.
2. The Consultant shall ensure that the civil works construction includes all the work required and only the work required to complete the project successfully. The major activity shall be to verify and control the scope of the Civil Works Contract, along with generation of payment certificates for the contractor, generation of reports for the client and conduct all those activity that are required to complete the work in within budget and time.
3. At the pre award stage itself the supervision consultants are required to develop proper understanding of the project design and drawings. And within the first two months of Services, the Supervision Consultant shall review the DPR documents, Environment Management Plans, Engineering reports pertaining to the Construction package and provide NRDA with the necessary corrective measures. **Minor design changes to suit site requirements shall be attended by the Consultant.**
4. **During the course of construction works, if there be any modifications required in the design drawings depending on the site conditions or for any other valid reasons, the consultant shall revise the designs and drawings and shall generate**

**Good for Construction drawings based on site requirements on approval from NRDA. The same Team should support, in carrying out the work. No additional payment shall be made for this purpose.**

5. The consultant shall scrutinize the Contractors' detailed work programme, suggest modification, if any, in work's programme after a careful study and ensure timely completion.
6. Scrutinise the Construction methods proposed by the Contractor for carrying out the works to ensure that these are satisfactory with particular reference to the technical requirements, project implementation schedule and environments aspects as well as safety of works, personnel and the generic public.
7. Formulate quality assurance system for Supervision Process. The consultant has to prepare a Supervision Manual, the primary objective of which will be to evolve guidelines for administration, supervision and management of the project. The manual will merely act as a guide and reference to help the staff in the management and supervision of the project and in discharging their duties in a smooth and systematic manner.
8. Obtain quality assurance system of Contractors and approve.
9. Review of alignment plan and profile for the roads as well as the service roads based on Tender drawings and survey carried out by the Contractor. And carryout revisions and redesigns if required.
10. Review the test results/certificates of all construction material and /or sources of material and undertake additional tests as necessary to assess the quality of works.
11. Prepare updated and additional drawings as required during the contract period and supply to the contractor in time.
12. Measurement of quantities and certification, recording measurements, certify the quality of work, verify and certify interim and final payment certificate of the contractor.
13. Examine the requests for advances and monthly statements of contractors.
14. Ensure validity of various securities furnished by Contractor.
15. Examine Contractor's preparation and the completed portion of the work as per 'request for inspection' and promptly advise the contractor.
16. Ensure taking requisite samples during execution and promptly advise the contractor about the result.
17. Carry out regular inspection of the Contractor's equipment, plant, machinery, installations, housing and medical facilities etc. and ensure they are adequate and are in accordance with the terms and conditions of the contract.
18. Monitor and report on the implementation of environmental and social management plan.

19. Inspect the works on Completion before taking over and indicate to NRDA on any outstanding work to be carried out by the Contractor during the Defect Liability Period.
20. The Consultant shall record the survey control points and bench marks, and handover the physical control points and bench marks to the Contractor along with the record. They shall approve setting out of the works done by the contractor and record the initial measurements jointly with the Contractor in the presence of NRDA's representatives.
21. The supervision teams headed by the Team leader will be composed of qualified and experienced professionals, who can carry out all the routine construction supervision as a fully competent and independent unit. However, in preparing his proposal for the Construction Supervision Services, the Consultant should allow for a suitable mechanism which will ensure thorough co-ordination of the teams, so that each team is at all times fully aware of the remedies to common problems used by the other team, so that the full experience of all the members of the team as well as that of the Team Leader and his staff can be harnessed. The general composition of a Typical PMC shall be as follows:-

Sl.No	Team Composition	Number	Minimum Experience	Duration in Months
1	Team Leader	1	20	27
2	Sr. Highway engineer	1	15	12
3	Bridge Engineer	1	15	12
4	Geo Technical Expert	1	15	12
5	Contract Specialist	1	20	27
6	Sr. Engineer	4	10	27
7	Quantity Surveyor/Billing Engineer	1	10	27
8	Quality Control Engineer	1	10	27
9	Environmental and Social Expert	1	10	24
10	Site Engineer	8	5	27
11	Surveyor	4	5	24
12	Lab Technician	1	5	24
13	Auto Cad Draftsman	1	3	24
	<b>Total</b>	<b>26</b>		



22. The Team leader shall be responsible for overall supervision, coordination and management of all the projects assignment. The Team leader shall report to the designated Engineer/Officer of NRDA on day to day basis updating the progress of the work.
23. Generally 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 Team leader and further that any given Team Member may also be deployed to work simultaneously depending on the quantum of work. CEO, NRDA decision in this matter shall be final.
24. The Team leader 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. 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. The charter of duties will be decided by NRDA.
25. The 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.
26. 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.
27. The Consultant 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.
28. 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.
29. 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.

30. 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.
31. The Site Engineer of the PMC is required to be check 100% measurements, the Senior Engineer is required to check minimum 90% measurements, and the Team leader is required to check minimum 25% measurements. The same has to be endorsed in measurement book, along with the each receiving bill. All measurements should be submitted along with requisite test results carried out as per frequencies laid down.
32. The Consultant shall check and finalize contractor's detailed programme of activities commensurate with the tender provisions, requirement of labour, materials & samples and delivery of products requiring long lead-time procurement.
33. The 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.
34. The Team leader 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. However he will perform his duties under designated Engineer officer of NRDA and report to him.
35. The Consultant 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.
36. 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 CGPWD/MORTH/IRC 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.

37. 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.
38. The Team leader shall be responsible for the planning and monitoring progress by using modern methods of control such as computerized PERT / CPM( by latest version of Primavera or MS-Projects), submission of progress reports of work executed weekly, 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.
39. The 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.
40. The Consultant 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.
41. 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.
42. The consultant shall submit monthly compliance of environmental safe guard measures implemented by the contractors.
43. The 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.

44. The 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.
45. The Consultant shall collect and deliver to NRDA any specific written warranties or guarantees given by others, including all required trade contractor guarantees and warranties.
46. The 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.
47. The 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. The Team leader shall explain the reasons for the delay and action to be taken/already taken to correct the situation in the monthly progress report.
48. 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.
49. 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.
50. Submit two soft copies of the entire drawings / documents & two sets of drawings on reproducible paper for the works executed to the Project Coordinator/Designated Engineer-in-Charge, NRDA.
51. 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.
52. 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.
53. The Consultant shall also submit necessary information as required by NRDA for finalization of accounts.
54. The 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.

55. The Team leader will report to the designated officer of NRDA and provide feedback to him as per the requirement and frequency given.
56. The Consultant shall prepare an alternate register for all the Team of PMC and submit a monthly time sheet in the first week of every month and same shall be counter signed by the designated Engineer/Officer of NRDA.
57. The Consultant will duly authenticate and certify the as built drawings, submitted by the Contractor.
58. The Consultant will prepare a comprehensive final completion report of the construction package after completion of the work. The report shall contain summary of the method of construction, the construction supervision performed, problems encountered and solutions undertaken, and the Maintenance manual. The consultant shall also submit the as built drawings prepared by the Contractor at an appropriate scale indicating all the details of services duly authenticating and supply 8 sets of as built/completion drawings to NRDA also hand over the originals of the completed drawings.

**C. Deployment of Personnel**

- a) The key personnel of Core Team (Team leader, Sr.Highway Engineers, Bridge Engineers, Geotechnical Expert and Contract Specialist) shall not be replaced during the service agreement period except on any unavoidable circumstances.
- b) NRDA shall instruct 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 Team Leader shall not exceed 60(Sixty) years and should not exceed 40(forty) years for the other members of the team. NRDA shall conduct interview of each personnel at Naya 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.
- c) The personnel approved by NRDA shall be deployed by the Consultant within 15 (Fifteen) days of written intimation issued by NRDA.

**D. Replacement**

- a) 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/Naya 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.

- b) 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 instruct 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.
- c) The decision of NRDA is such as event shall be final and binding on the consultant.

**E. Deployment Schedule**

- a) 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 estimated cost. The consultant shall cause adjustment in the deployment schedule without delay.

**F. OFFICE SETUP**

- a) NRDA shall provide built up office space near the project sites free of charge along with electricity and water supply.
- b) The Consultant should engage adequate number of necessary office attendants, data entry operators and support staff for the smooth execution of the work. No additional payment shall be made for this purpose.
- c) The Consultant, at its own cost procure install, operate, maintain office equipments such as computers (6Desktops and 1Laptop), Printers (A-3 and A-4 size),A0 size colour plotters,A3 size colour scanners, Fax machine, UPS and other peripherals and all consumables as required for efficient discharge of duties.
- d) The Consultant shall procure latest versions of licensed Software including Windows, Auto Cad Civil 3d, or MX-Roads, Microsoft Office, Microsoft Project or Primavera etc and antivirus software for the project period.
- e) The Consultant shall procure and keep it activated, internet connection, telephone connections and mobile cell phones for the team members during the project period.
- f) The consultant shall procure, operate and maintain at its own cost necessary ample number of vehicles for the use of its members during the project period.

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- g) 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 consultancy fees.

**G. Essential Qualification, Experience and Responsibility of the Personnel**

The minimum Educational Qualification, Experience and Responsibility of the Personnel's shall be as follows –

Position	Team leader
<b>Educational and Relevant Experience</b>	Minimum Graduate in Civil Engg. Desirably Post Graduate in Civil Engg, With Minimum 20 yrs of experience in the designing, construction management, and supervision of Urban infrastructure projects, specially road works with minimum 3 years experience in the capacity of Team leader 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. The Team leader should be fully conversant of MORTH and IRC guidelines and specifications
<b>Responsibility</b>	<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"> <li>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.</li> <li>2. He will report to the designated Engineer officer of NRDA and work under entire satisfaction of NRDA.</li> <li>3. Assist in planning, control and management of the team work;</li> <li>4. Review and assist in developing implementation schedules and resource requirements;</li> <li>5. Assist in monitoring progress, evaluating results and identification of resolution of constraints;</li> <li>6. Coordinate all implementation activities with various stakeholders;</li> <li>7. Review and finalise the monthly/quarterly reports prepared by the team members;</li> <li>8. Assist in identifying the physical, institutional and financial data to be analysed to monitor sustainability and impact on Project.</li> <li>9. Representative of NRDA in various offices &amp; field from NRDA side if required</li> <li>10. Monitor progress of the construction works through computer-aided project management techniques;</li> <li>11. Prepare Bid documents also to provide support in preparation of evaluation reports and related transactions</li> <li>12. Advise and assist the NRDA with respect to arbitration or litigation relating to the works, whenever required;</li> <li>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;</li> <li>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;</li> <li>15. Review and comment on the weekly, fortnight and 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;</li> </ol>



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	<p>16. He will be completely responsible of entire field activities and ensure quality of works through rigorous field inspections. He will furnish a quality control certificate during submission of bills of Contractor.</p> <p>17. Review the procurement procedures for the NRDA, contractors, sub-contractors and vendors</p> <p>18. Updating of the guidelines in line with the international &amp; national standard practices</p> <p>19. Establishing benchmarks for the performance rating of the all the contractors and maintaining for implementation to expedite the progress of projects.</p> <p>20. 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>21. Monitor progress by using modern methods of control such as computerized PERT / CPM (either by Primavera or MS-Projects),</p> <p>22. Submit of progress reports of work executed fortnightly, both financial and physical progress reports with reference to prefixed targets.</p> <p>23. 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 overrun.</p> <p>24. Suggest improvements for timely and cost effective construction from time to time.</p>
<b>Position</b>	<b>Sr.Highway Engineer</b>
<b>Educational and Relevant Experience</b>	Graduate in Civil Engg. with Minimum 15 yrs of experience in Design and Construction Supervision of road works.
<b>Responsibility</b>	<ol style="list-style-type: none"> <li>1) Review the plans, profiles ,designs and drawings. Carryout corrections and changes if required and Generate Good for Construction drawings.</li> <li>2) Day to day monitoring of the implementation work at the site</li> <li>3) Ensure implementation adhering to approved design and drawing</li> <li>4) Ensuring quality of work at site as per standard practice</li> <li>5) Ensure adherence to safety standards at site as per standard practice</li> <li>6) Ensure implementation of the project as per applicable laws, rules, policies and guidelines</li> <li>7) Support the Team leader in monitoring the implementation of the Project.</li> </ol>
	<b>Bridge Engineer</b>
<b>Educational and Relevant Experience</b>	Graduate in Civil Engg. with Minimum 15 yrs of experience in design and construction supervision of Cross Drainage works and Road Over Bridge projects.
<b>Responsibility</b>	<ol style="list-style-type: none"> <li>1) Review the designs and drawings of all CD structures, ROBs, RUBs. Carryout corrections and changes if required and generate Good for Construction Drawings.</li> <li>2) Day to day monitoring of the implementation work at the site</li> <li>3) Ensure implementation adhering to approved design and drawing</li> <li>4) Ensuring quality of work at site as per standard practice</li> <li>5) Ensure adherence to safety standards at site as per standard practice</li> <li>6) Ensure implementation of the project as per applicable laws, rules, policies and guidelines</li> <li>7) Support the Team leader in monitoring the implementation of the Project</li> </ol>
	<b>Geo Technical Expert</b>
<b>Educational and Relevant Experience</b>	Graduate in Civil Engg. having Post Graduate degree in Geotechnical Engg. With Minimum 15

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<b>Experience</b>	yrs of experience in Soil investigation of Road and Bridge projects.
<b>Responsibility</b>	<ol style="list-style-type: none"> <li>1) In charge for Geotechnical investigations along the roads and the structures</li> <li>2) Review the Soil reports of the Roads and Bridges/ CD structures, ROBs, RUBs. Carryout corrections and changes if required and generate Good for Construction Drawings</li> <li>3) Responsible for ensuring the quality of the selection from the borrow area.</li> <li>4) He should be familiar with all types of testing methods of soil strength and characteristics</li> <li>5) Support the Team leader in monitoring the implementation of the Project.</li> </ol>
<b>Position</b>	<b>Contract Specialist</b>
<b>Educational and Relevant Experience</b>	Graduate in Civil Engg. With Minimum 20 yrs of experience in Road and Bridge projects.
<b>Responsibility</b>	<ol style="list-style-type: none"> <li>1) Perform pre-award contract activities, support in preparation of RFP, bid evaluation and negotiations up to award and contract execution.</li> <li>2) Perform all facets of Post Award Contract Management.</li> <li>3) Administer changes to contracts including claim resolution, disputes if any.</li> <li>4) Provide recommendations to NRDA and assist by all means incase of any disputes and breach of contract post award of contract, in the interest of NRDA.</li> <li>5) Support the Team leader in monitoring and implementation of the project.</li> </ol>
<b>Position</b>	<b>Sr.Engineer*</b>
<b>Educational and Relevant Experience</b>	Graduate in Civil Engg. with Minimum 10 yrs of experience in construction supervision of road and bridge works.
<b>Responsibility</b>	<ol style="list-style-type: none"> <li>1) Review the designs and drawings of all Roads and CD structures, ROBs, RUBs. Carryout corrections and changes if required and generate Good for Construction Drawings, as directed by the Sr.Highway design engineer and Bridge engineer</li> <li>2) Day to day monitoring of the implementation work at the site</li> <li>3) Ensure implementation adhering to approved design and drawing</li> <li>4) Ensuring quality of work at site as per standard practice</li> <li>5) Ensure adherence to safety standards at site as per standard practice</li> <li>6) Ensure implementation of the project as per applicable laws, rules, policies and guidelines</li> <li>7) Support the Team leader in monitoring the implementation of the Project.</li> </ol>
<b>Position</b>	<b>Quantity Surveyor</b>
<b>Educational and Relevant Experience</b>	Graduate in Civil Engg. with Minimum 10 yrs of experience in Quantity surveying and billing of construction projects.
<b>Responsibility</b>	<ol style="list-style-type: none"> <li>1) Verify the measurements on ground , review the bills of quantities prepared by the contractor for the development of the Project and ensure compliance with all applicable laws and guidelines;</li> <li>2) Provide recommendations to NRDA;</li> <li>3) Support the Team leader in monitoring the implementation of the Project.</li> </ol>
<b>Position</b>	<b>Quality Control Engineer</b>
<b>Educational and Relevant Experience</b>	Bachelor in Civil Engg. with Minimum 10 yrs of experience quality control of Roads and bridge

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<b>Experience</b>	construction works.
<b>Responsibility</b>	<ol style="list-style-type: none"> <li>1) Assess and check the laboratory and field tests carried out by the contractor, and carry out independents tests as per frequencies laid down.</li> <li>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.</li> <li>3) Support the Team leader in monitoring the implementation of the Project.</li> </ol>
<b>Position</b>	<b>Environmental and Social Engineer*</b>
<b>Educational and Relevant Experience</b>	Bachelor in Civil Engg. and a Post graduation in Environmental Engineering with minimum 10 yrs of experience in preparation of Environmental and Social impact assessments and mitigation measures.
<b>Responsibility</b>	<ol style="list-style-type: none"> <li>1) Reviewing the Environmental and Social management plans in accordance to the GoI guidelines and monitor the rehabilitation and environmental mitigation plans of the project.</li> <li>2) Prepare reports, documents as and when required by NRDA for environmental and social clearances of the project.</li> <li>3) Support the Team leader in monitoring the implementation of the Project.</li> </ol>
<b>Position</b>	<b>Site Engineer (Civil) *</b>
<b>Educational and Relevant Experience</b>	Graduate in Civil Engg. With Experience of at least 5years in site supervision of construction projects.
<b>Responsibility</b>	<ol style="list-style-type: none"> <li>1) Day to day supervision and progress monitoring of the implementation work at the site</li> <li>2) Ensure implementation adhering to approved design and drawing</li> <li>3) Ensuring quality of work at site as per standard practice</li> <li>4) Ensure adherence to safety standards at site as per standard practice</li> <li>5) Registering quantum of daily progress achieved at site</li> <li>6) Support the Team Leader and the other Senior member of the team.</li> </ol>
<b>Position</b>	<b>Surveyor*</b>
<b>Educational and Relevant Experience</b>	A Diploma in Civil Engineering, with 5yrs of Experience in Surveying and material testing. Should have exposure to Total Station surveying and data management.
<b>Responsibility</b>	<ol style="list-style-type: none"> <li>1) Check the levels and setting out coordinates of the project roads and the bridges, ROBs and RUBs.</li> <li>2) Day to day supervision and progress monitoring of the implementation work at the site</li> <li>3) Ensure implementation adhering to approved design and drawing</li> <li>4) Assist the Soil expert and the Team leader in the collection of soil samples and material testings.</li> </ol>
<b>Position</b>	<b>Lab Technician*</b>
<b>Educational and Relevant Experience</b>	A Diploma in Civil Engineering, with 5yrs of Experience in Material testing.
<b>Responsibility</b>	<ol style="list-style-type: none"> <li>1) Assist the Soil expert and the Team leader in the collection of soil samples and material testings.</li> <li>2) Day to day supervision and progress monitoring of the implementation work at the sit</li> </ol>
<b>Position</b>	<b>Auto CAD operator*</b>
<b>Educational and Relevant Experience</b>	Certificate of Draftmanship with Experience of at least 3years in Auto CAD in Civil Works
<b>Responsibility</b>	Carrying out drawing related editing and revisions as per instructions of Team Leader and other

	members of the Team.
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\* The number of each position shall be decided by NRDA in consultation with the Team leader depending on the size, nature, requirement of the project.

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

**Appendix D**

**Draft**

**Consultancy Agreement**

THIS AGREEMENT ("Consultancy Agreement") is made on the \_\_\_<sup>th</sup> 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, 1956<sup>1</sup> 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.

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

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-4 Curriculum Viate (CV) Format to be submitted with proposal.
- vi. Form Tech-5 General approach and methodology, work and staffing
- vii. Any correspondence made with the bidder past opening of financial bid and before acceptance

**General Condition of Contract:**

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

**1. RELATIONSHIP BETWEEN THE PARTIES**

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

**2. PAYMENT OF FEES**

- a. The Consultant covenants to undertake the Assignment as set forth in the Terms of Reference in Appendix C (hereinafter referred to as “the Services”) and to perform, fulfil, 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 ToR and will perform, fulfil, 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	Within 15 days of Issue of work order
2.	Quality Assurance (QA) Documents	One time	Within 30 days of Issue of work order
3.	Construction Supervision Manual	One time	Within 30 days of Issue of work order
4.	Progress Report	Weekly, Fortnight Report & Every month	Fortnight Report : 3 <sup>rd</sup> day on expiry of Fortnight & Monthly: Before 1 <sup>st</sup> day of the

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SI No.	Report	Frequency	Due Date/Time
			following month
5.	Final Report with CD	One time	Within 30 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. Quality assurance document should stipulate guidelines for the maintaining quality standards in overall project at each and every stage of the project. The guidelines shall be in concurrence to the MORTH/IRC Specifications.
4. The weekly/fortnight/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.
5. The supervision manual should stipulate guidelines, for administration, supervision and management of the project.
6. 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 or with holding.

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 detected from the monthly bill for consultancy services** –

Request For Proposal For Selection of a Technical Consultant for providing Project Management Consultancy Services for Construction of City Level Roads Phase-II at Naya Raipur

Sr. No.	Activities	Penalty
1	Report Submission	If there is any delay in report submission, NRDA may impose a penalty by deducting upto 1 % ( One percent) 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 prorated 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	If there is any <b>change in manpower</b> <ol style="list-style-type: none"> <li>Key personnel 1 time.</li> <li>Other professional 2 times.</li> <li>For any change in key personnel more than one time after confirmation, NRDA will impose a penalty upto Rs 50,000/- (Rupees Fifty Thousand Only) on each change.</li> <li>For any change in other professionals during the work, NRDA will impose a penalty of Rs 5000/-</li> </ol>
5	Mistake in measurements due to negligence/intentional	If there is <b>any major mistakes found in taking measurements which is +/- 10%</b> , NRDA will impose a penalty by deducting upto Rs5,000/-(Rupees Five Thousand Only) per mistake.
6	Conduct quality control measures and QA	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, <b>NRDA</b> will impose a penalty upto 100% of such fee and without entitlement to payment of further fees in this scope of work.
7	Performance of the team members	If the service of a team member provided by the Consultant is not acceptable to the NRDA, the Consultant shall replace the team member with in 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. <b>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.</b>



**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**

**I. 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.

**II. 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:

- a. 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;

- b. 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;
- c. 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
- d. 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:

- a. such rights and obligations as may have accrued on the date of termination or expiration;
- b. the obligation of confidentiality set forth in this agreement
- c. 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 Appendix C;
- b. Exercise the degree of skill, care efficiency and diligence normally exercised by members of the profession performing services of a similar nature;
- c. The consultant shall act at all times so as to protect the interest of NRDA and shall take all reasonable steps to keep all expenditure to a minimum with sound professional practices.

- d. Be bound to comply with any written direction of NRDA to vary the scope sequence or timing of the Services; and
- e. The consultant shall furnish to the NRDA such information related to the Assignment as NRDA may, from time to time request.

**11. CONFIDENTIALITY AND PUBLICITY**

The Consultant and the personnel shall treat the details of the output of the assignment and the Services as confidential and for the Consultant's own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to NRDA or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous consent in writing of NRDA.

**12. CONSULTANT'S REPRESENTATIVES**

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

**13. INDEMNITY AND INSURANCE**

- a. 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.
- b. 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.
- c. 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.
- d. 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 estimated cost 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;
- e. 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.
- f. 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**

- a. 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.
- b. 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**

- a. 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.
- b. 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.
- c. 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**

- a. 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.
- b. 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.

- c. 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
- d. 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:

- a. 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;
- b. shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- c. 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: \_\_\_\_\_