

Naya Raipur Development Authority

Near DKS Bhawan, Ghadi Chawk, Raipur (C.G.)
Tel: 0771- 4066011, Fax: 0771-4066188, Email: ceo@nayarapur.com

No.: 850/522/9-CEP/NRDA/2013

Raipur, dated 14.02.2013

MODIFIED REQUEST FOR PROPOSAL

For Selection of Consultant for providing Project Support Services for Projects in Naya Raipur

1. NRDA had issued Request for Proposal for “**Selection of Consultant for providing Project Support Services for Projects in Naya Raipur**” (“The “**Project**”), vide notice no. 401/522/9-CEP/NRDA/2013, dated 23.01.2013.
2. In view of the queries raised and discussion held in the pre-bid meeting, the RFP document has been modified and uploaded the Modified RFP document on the official website of NRDA at www.nayarapur.com as Modified RFP (No. 850/522/9-CEP/NRDA/2013, Raipur, dated 14.02.2013).
3. This modified RFP, which addresses to the queries received, shall substitute the earlier version of RFP.
4. **The Bid Due Date (BDD) is extended up to 01.03.2013 till 16:00 Hrs.**

**Chief Executive Officer
Naya Raipur Development Authority
Raipur, Chhattisgarh**

MODIFIED REQUEST FOR PROPOSAL

Selection of Consultant for providing Project Support Services for Projects in Naya Raipur

Modified RFP No.: 850/ 522/9-CEP/NRDA/2013, Raipur, dated 14/02/2013



NAYA RAIPUR DEVELOPMENT AUTHORITY

Near D.K.S. Bhawan, Ghadi Chowk, Raipur 492 001, Chhattisgarh

TEL NO: + 91 771 4066011; Fax No.: +91 771 4066188

Website: www.nayaraipur.com,

email: ceo@nayaraipur.com, psc@nayaraipur.com

1. SECTION - 1 DISCLAIMER

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

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

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

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

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

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

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

2. SECTION -2: INVITATION AND SCHEDULE OF BIDDING PROCESS

- 2.1. Government of Chhattisgarh (GoCG) is developing "Naya Raipur" near the City of Raipur for the State Capital functions. All other functions required for a sustainable city such as physical and social infrastructure, residential, institutional, commercial and recreational along with industries are planned for development.
- 2.2. Naya Raipur Development Authority (NRDA) is a special area development authority established by GoCG under the Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973 (Act, 1973) for development and administration of Naya Raipur.
- 2.3. NRDA has prepared and notified a master plan for development of the city namely "Naya Raipur Development Plan - 2031" under the Act, 1973. The development plan, inter alia prescribes the land uses of different sectors to be developed in the city.
- 2.4. NRDA has already prepared broad master plan for various infrastructure services such as water supply, sewerage, drainage, roads, communication, power supply etc. The master plan of the city divides the city in sectors and the city is envisaged to be developed in phases. Accordingly NRDA is taking up the development of various sectors by allotting land parcels on different development models.
- 2.5. NRDA has selected and will also select architects, planning firms to carry out designs and planning of various projects.
- 2.6. NRDA will also appoint service providers for maintenance of infrastructure and operation and maintenance facilities and infrastructures under various models like service contract, management contract etc.
- 2.7. NRDA shall also promote development of projects through different models of transfer of land and Public-Private-Partnership (PPP) framework, in sector of residential, commercial, social industrial, recreational, hospitality, urban infrastructure etc.
- 2.8. NRDA is implementing Bus Rapid Transit System with all infrastructure under GEF-UNDP-World Bank assisted Sustainable Urban Transport project (SUTP), an initiative of Ministry of Urban Development (MoUD), Government of India.

2.9. NRDA would also endeavour to avail grants from Government of India and funding from multi-lateral and bi-lateral agencies for future projects in Naya Raipur

2.10. NRDA has a limited in-house manpower capacity. NRDA therefore needs human resource and intellectual support to conceptualise, carry out necessary documentation, analyse, procure consultants and developers / implementing agencies and monitor them for development of the projects mentioned above. NRDA intends to select and appoint a Project Support Consultant (PSC), for deployment of personnel with specific skills and experiences through this RFP for providing the services described in the scope of services in this RFP. The deployed personnel peered by a Project Manager at the Head Quarter of the selected consultant, shall be dedicated for providing services to NRDA from the location specified by NRDA in Raipur / Naya Raipur.

2.11. Services

- i. The PSC is intended to be a self-sufficient team that shall provide the services of a team of executives and support staff with skills and experience commensurate with the task requirements to operate from the NRDA approved location in Raipur/Naya Raipur. The minimum requirement of the personnel to be stationed at Raipur / Naya Raipur is given in **Appendix F**
- ii. All the submissions and output shall be vetted by the back office and shall be submitted officially with a cover letter, duly signed (both the submission and the cover letter) by the Project Manager and with his / her office seal. The minimum requirement of qualification and experience of the Project Manager is given in **Appendix F**

2.12. The Authority would endeavor to adhere to the following schedule:

Event Description	Scheduled Date
Proposal Due Date (PDD) and time (i.e. last date and time of receiving Proposals)	01/03/2013 up to 16:00 Hrs.
Opening of Technical Proposals	On Proposal Due Date at 17:00 Hrs or thereafter
Technical Presentation	Shall be intimated later
Opening of Financial Proposals	Shall be intimated later
Validity of Proposals	180 days of Proposal Due Date

2.13. **Pre-Proposal Conference**

The date, time and venue of Pre-Proposal Conference shall be as indicated in clause 2.1 at Conference Hall, NRDA Office, Near D.K.S. Bhawan, Ghadi Chowk, Raipur 492 001, Chhattisgarh.

2.14. **Communications**

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

ATTN. OF: The Chief Executive Officer (CEO)
Naya Raipur Development Authority
Near DKS Bhawan, Ghadi Chawk,
Raipur 492 001, Chhattisgarh

TEL NO: + 91 771 4066011
Fax No.: +91 771 4066188
E-MAIL: ceo@nayarapur.com with a copy to lk_panigrahi@yahoo.com

2.14.2. The **Official Website** of the Authority is: <http://www.nayarapur.com>

2.14.3. All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

"Selection of Consultant for providing project support services for projects in Naya Raipur, Chhattisgarh"

3. SECTION - 3 INSTRUCTIONS TO APPLICANTS

3.1. Each Applicant shall submit a maximum of one (1) Proposal for the Assignment, in response to this RFP document. Any Applicant, who submits more than one Proposal for the Assignment shall be disqualified.

3.2. Bid process

- i. NRDA intends to adopt a least cost single stage bidding process for selection of the firm for PSC for this Assignment. The Proposal would be evaluated on the basis of the evaluation criteria set out in this RFP document in order to identify the successful Applicant ("Successful Applicant"). The Successful Applicant is required to enter into a Consultancy Agreement with NRDA and the draft of the same is set out in **Appendix J**. The fees shall be paid to the Successful Applicant by NRDA in the manner as set out in the Draft Consultancy Agreement.
- ii. At any time prior to the Proposal Due Date, NRDA may, for any reason, whether at its own initiative or in response to clarifications requested by any Applicant, modify the RFP document by the issuance of Addenda, or amendment.
- iii. The Proposal shall remain valid for a period not less than 180 days from the Proposal Due Date (Proposal Validity Period). NRDA reserves the right to reject any Proposal, which does not meet this requirement.

3.3. Minimum Eligibility Criteria

- (i) The Applicant should have provided minimum 10 PPP transaction advisory services out of which at-least 5 numbers PPP projects should be related to commercial or residential projects in India, in preceding 5 years, prior to the date of issue of this RFP. Services those shall qualify through the following conditions shall be considered to be eligible for evaluation under this eligibility criteria
 - a) PPP transaction advisory services should be completed or substantially completed in preceding 5 years, prior to the date of issue of this RFP. Services, where at least RFP for selection of implementing agency / developer has been published, shall be considered as substantially completed.

- b) Cost of project shall be minimum Rs. 50 Crores, excluding the cost of land
- (ii) The Applicant should have provided / is providing minimum 3 numbers policy advisory services to one of the state governments or Government of India or any public sector undertaking or any development authority or any urban local body in India in preceding 5 years prior to the date of publication of this RFP.
- (iii) The average annual turnover of an Applicant firm from consulting / advisory services should be more than Rs. 10 Crores in last 3 financial years ending in March 2012, March 2011 and March 2010

3.4. Earnest Money Deposit (EMD)

- 3.4.1. Proposal should necessarily be accompanied by Earnest Money Deposit of an amount of Rs.25000/- (Rs. Twenty Five Thousand only) in the form of a Demand Draft in favour of Chief Executive Officer, Naya Raipur Development Authority, of any scheduled bank, payable at Raipur.
- 3.4.2. EMD shall be returned to the unsuccessful Applicant s within a period of two (2) weeks from the date of signing of Consultancy Agreement between NRDA and the Successful Applicant. EMD submitted by the Successful Applicant shall be released upon completion one month of the providing services after actual deployment of all resources.
- 3.4.3. EMD shall be forfeited in the following cases:
 - i. if any information or document furnished by the Applicant is found to be misleading or untrue in any material respect; and
 - ii. If the successful Applicant fails to execute the Consultancy Agreement within the time, stipulated in the Letter of Award or any extension thereof provided by NRDA.

3.5. Performance Security

An amount of Five Percent shall be deducted from each payment made to the PSC during the first year of services and shall retained by NRDA as Performance Security, which shall be returned after the termination of the contract, without any interest and after deducting penalties, if any.

3.6. The roles, responsibilities and broad scope of work of Project Support Consultant (PSC) are set out in the **Appendix I**. The scope of services may be extended on mutually agreed fees, terms and conditions.

3.7. **Clarifications**

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

3.8. **Format and Signing of Proposal**

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

3.9. **Details of submissions:**

3.9.1. **Part I Submission**

- a. Covering letter in the format set out in **Appendix A**
- b. Details of the Applicant in the format set out in **Appendix B**
- c. Power of Attorney as per **Appendix C**, authorising the signatory of the Proposal to submit the proposal.
- d. Technical Proposal comprising
 - i. Project Data Sheets in the format set out in **Appendix D**, with supporting proof
 - ii. Approach and methodology in **Appendix E**
 - iii. Qualifications and competence of the Project Manager for supervising, guiding and managing the team deployed at NRDA from back office in **Appendix F**
 - iv. Financial capability of the applicant in **Appendix G**
 - v. Earnest Money Deposit in the manner described herein

3.9.2. Part II Submission

- a. Financial proposal in the format as set out in **Appendix H1 and Appendix H2**
 - b. The Financial Proposal shall be quoted as a lump sum fixed amount which shall be payable to the consultant for the PSC under the agreement. It shall be inclusive of
 - i. The Cost to Company expenses of the experts and personnel to be deployed in NRDA
 - ii. Capital and maintenance cost of all hardware and software
 - iii. Cost of man-days for proposed Project Manager for the services
 - iv. All Overheads and miscellaneous expenditures
 - v. Out of pocket expenses, travelling expenses for the Project Manager
 - vi. All other expenses and profit of the organisation
- 3.10. The Financial Proposal shall be inclusive of all taxes, surcharges out pocket expenses which may be incurred by the consultant towards travel, documentation and communication except those agreed in the RFP. However, the Financial Proposal shall not include Service Tax, Cess, Surcharge levied on such services which shall be reimbursed by NRDA at then prevailing rate. Income tax as applicable shall be deducted at source from every payment towards fees. All consumables for operation of the PSC, in terms of papers, stationary, ink / cartridge for printers, photocopy and fax machines, electricity bill, water charges etc. shall be provided by NRDA
- 3.11. The Applicant shall seal the Part I Submission and the Part II Submission separately in two envelopes, duly marking the envelopes as **"PART I SUBMISSION"** and **"PART II SUBMISSION"**. These envelopes shall then be sealed in a single outer envelope.
- 3.12. The Applicant shall prepare (1) one original in hard copy and (1) duplicate of the Proposal in soft version in CD Rom in PDF format clearly marked "ORIGINAL" (Hard Copy) and "Soft Copy" respectively. In the event of any discrepancy between the original and the soft copy, the original shall prevail.
- 3.13. The original Proposal shall be typed or written in indelible ink and each page shall be initialled by the authorised signatory of the Applicant. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialled by the person(s) signing the Proposal.

3.14. Sealing and Marking of Proposal

3.14.1. The Applicant shall seal the original and soft copy of the Proposal in separate envelopes, duly marking the envelopes as "ORIGINAL" and "SOFT COPY". The envelopes shall then be sealed in a single outer envelope.

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

- a. Name and Address of Applicant
- b. Contact person and phone numbers
- c. **Name of Project: "Selection of Consultant for Project Support Services for projects in Naya Raipur"**

3.14.3. All envelopes shall be addressed to:

Chief Executive Officer

Naya Raipur Development Authority
Near D.K.S. Bhawan, Ghadi Chowk,
Raipur 492 001, Chhattisgarh

Phone: (0771) – 4066011

Fax: (0771) - 4066188

E-mail : ceo@nayaraipur.com

cc: lk_panigrahi@yahoo.com

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

3.14.5. The Applicant is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Applicant's own risk.

3.14.6. It shall be deemed that prior to the submission of the Proposal, the Applicant has:

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

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

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

3.15. Proposal Due Date

3.15.1. Proposals should be submitted before 1600 hours IST on Proposal Due Date as indicated in the Schedule of Bidding Process, at the address and in the manner and form as detailed in this RFP document. Proposals submitted by either facsimile transmission or telex will not be accepted.

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

3.16. Opening of Proposals and Clarifications

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

3.18. NRDA reserves the right to reject any Proposal not submitted on time and/or which does not contain the information/documents as set out in this RFP document.

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

4. SECTION - 4 - EVALUATION

4.1 The criteria for eligibility, qualification, evaluation and selection of Applicant s are set out in the RFP.

4.2 As part of the evaluation, the Part I Submission shall be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.

4.3 The Part I Submission would be considered to be responsive if it meets the following conditions:

- a. it is received by the Proposal Due Date including any extension thereof.
- b. it is signed, sealed and marked as stipulated in the RFP document.
- c. it contains all the information and documents including EMD as requested in the RFP.
- d. it contains information in formats specified in this RFP.
- e. it provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by NRDA without communication with the Applicant). NRDA reserves the right to determine whether the information has been provided in reasonable detail.
- f. there are no inconsistencies between the Proposal and the supporting documents.

4.4 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:

- a. which affects in any substantial way, the scope, quality, or performance of the Assignment, or
- b. which limits in any substantial way, the proposal NRDA's rights or the Applicant's obligations under the Agreement, or
- c. which would affect unfairly the competitive position of other Applicants presenting substantially responsive Proposals.

4.5 The responsive Proposals shall be evaluated as per the criteria set out in the RFP.

4.6 Least Cost Based Selection method would be adopted for selection of Consultant for the Assignment, which has been more fully described in this RFP document. The Applicant proposing least amount in Financial Proposal would be declared as the Preferred Applicant. NRDA may accept the Proposal of the Preferred Applicant with or without negotiations.

4.7 In case there are two or more Applicants obtaining the highest Composite Score, NRDA may in such case call all such Applicants for negotiations and select the Preferred Applicant on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of NRDA.

4.8 NRDA reserves the right to reject any Proposal, if:

- a) at any time, a material misrepresentation is made or discovered; or
- b) the Applicant does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.

4.9 Notwithstanding anything contained in this RFP, NRDA reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.

4.10 Proposal Evaluation: Part I Submission

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

4.12 The evaluation of the Part II Submission would be taken up only after the contents of the Technical Proposal are found to meet the requirements of this RFP. NRDA reserves the right to reject the Proposal of a Applicant without opening the Part II Submission if, in its opinion, the contents of Part I Submission are not substantially responsive with the requirements of this RFP.

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

4.14 Scoring Methodology: Technical Proposal

4.14.1 The total maximum point for evaluation of Technical Proposal is 300 marks.

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

S. No.	Parameter	Points
1 (i)	Experience of providing PPP transaction advisory services in India in preceding 5 years from the date of publication of this RFP	50
	Experience of providing 10 PPP transaction advisory services	30
	Experience of providing more than 10 up to 20 PPP transaction advisory services	40
	Experience of providing more than 20 PPP transaction advisory services	50
1 (ii)	Experience of providing policy advisory services to one of the state governments or Government of India in preceding 5 years from the date of publication of this RFP	50
	Experience of providing 3 policy advisory services	30
	Experience of providing more than 3 up to 5 policy advisory services	40
	Experience of providing more than 5 policy advisory services	50
1 (iii)	The average annual turnover of a firm from consulting services in last Five financial years	50
	Rs. 10 crores	30
	More than Rs. 10 crores up to Rs. 20 crores	40
	More than Rs. 20 crores	50
2	Experience in providing services by formation of a dedicated cell / project management unit by dedicated deployment of minimum 3 personnel to any Department of State of Government, any Ministry of Government of India, or any development authority or any urban local body in India for a continuous period of 2 years, in last 5 years prior to the date of publication of this RFP	50
	1 project management unit	30
	2 project management units	40
	3 project management units	50
3	Adequacy of the proposed work plan and methodology in responding to the TOR setting out understanding and appreciation of the TOR and implementation approach	50
4	Qualifications and competence of the Project Manager proposed for the assignment, who should be a full time employee of the bidder and shall be deployed for the assignment, if selected,	50
	Grand total	300

4.15 Evaluation of Project Manager, proposed by the bidding firms

Description	Weightage
Education qualification	10
General Experience	10
Experience specific to the eligibility conditions	30
Total	50

4.16 Evaluation of Adequacy of the proposed work plan and methodology in responding to the TOR setting out understanding and appreciation of the TOR and implementation approach

This will be evaluated from the 'proposed work plan and methodology', submitted by the bidders as part of their Technical Proposals and by evaluation of a presentation that will be delivered by the proposed Project Manager for the project. The presentation should cover the following aspects:

- i. Background and core competency of the organisation
- ii. Details of eligible project experiences
- iii. proposed work plan and methodology in responding to the TOR setting out understanding and appreciation of the TOR and implementation approach
- iv. Competence of the Project Manager with respect to the scope of services of the PSC

It may be noted that only those bidders shall be invited for presentation who will qualify as eligible under the eligibility conditions mentioned in this RFP

4.17 Supporting documents to be submitted by the consultants

- i. The Applicant firms shall submit the notarised copies of client certificates and agreements or work orders, showing the scope of services, time and duration of services in support of project experiences submitted against the eligibility conditions
- ii. The Applicant firms shall submit the audited financial statements of each of the applicable financial years in support of its financial capacity.

4.18 The Applicant firms shall submit the CV of the Project Manager proposed to be deployed for supervising, guiding and managing the team to be deployed at Raipur / Naya Raipur from the head office of the firm.

4.19 **Evaluation Methodology**

4.19.1 The score for Technical Proposal would be the arithmetic sum of the marks assigned to the Applicants under each of the parameters listed above. The Applicant is required to achieve a minimum score of 210 marks (Benchmark Score). The Financial Proposals of only those Proposals that have achieved the Benchmark Score will be opened for evaluation.

4.19.2 The Financial Proposals of the Applicants who qualify in Stage II Evaluation only shall be opened. The Applicant that would propose minimum amount of Financial Proposal would be declared as the Preferred Applicant.

4.20 **Award of Consultancy**

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

(ii) The Successful Applicant 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. Failure of the Successful Applicant to comply with the requirement shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD. In such an event, NRDA reserves the right to

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

The selected Project Support Consultant shall, not later than 2 (two) months from the date of intimation of its selection as successful Applicant, get the CVs of the team members to be deployed in Raipur/Naya Raipur approved from the Chief Executive Officer, NRDA, sign the agreement for the PSC and deploy the team members in Raipur/Naya Raipur. Provided that, NRDA may personally interview the proposed personnel individually to approve their CVs. Provided that, if CV/s of team member/s is/are not approved, the personnel shall be changed and the CV/s of other personnel/s of required education and experience shall be submitted by the consultant for approval. Provided further that in the event of any delay in signing the agreement on the part of the consultant or getting approval of CV of any member or delay in deployment of

any team member, a time extension upto 30 days may be given on written application of the consultant by the CEO with or without penalty which shall be deducted from the first payment due under this agreement.

Covering Letter
(On the Letterhead of the Applicant)

To
Chief Executive Officer
Naya Raipur Development Authority
Near D.K.S. Bhawan, Ghadi Chowk,
Raipur 492 001, Chhattisgarh

Date:

Subject: Proposal for the Selection of Consultant for providing project support services for projects in Naya Raipur, Chhattisgarh

Dear Sir,

Being duly authorised to represent and act on behalf of (hereinafter referred to as “the Applicant”), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of _____ (Name of Applicant) for the captioned Project with the details as per the requirements of the RFP, for your evaluation. We confirm that our Proposal is valid for a period of 180 days from the Proposal Due Date.

2. It is hereby agreed confirmed that -
- a. that our firm and the parent companies will not accept the assignment of advising to, and will not involve in debt or equity with or in the rating of; the potential Applicant s for implementation of any project whatsoever for which the consultancy is/being provided under this assignment .
 - b. that notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal, we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the RFP document provided to us.
 - c. that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Applicant or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

Yours faithfully,
For and on behalf of (Name of Applicant)
Duly signed by the Authorised Signatory of the Applicant
(Name, Title and Address of the Authorised Signatory)
Seal of the Applicant

Appendix B

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

1.
 - (a) Name of Applicant
 - (b) Address of the registered and corporate office(s)
 - (c) Date of incorporation and/or commencement of business
 - (d) Company Registration no.

2. Details of individual(s) who will serve as the point of contact / communication for NRDA with the Applicant:
 - i. Name :
 - ii. Designation :
 - iii. Company/Firm :
 - iv. Address :
 - v. Telephone number :
 - vi. E-mail address :
 - vii. Fax number :
 - viii. Mobile number :

Note:

Notarised copies of following documents to be enclosed:

- i. PAN
- ii. Certificate of incorporation and commencement of business OR certificate of registration

POWER OF ATTORNEY
(On Stamp paper of relevant value)

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

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

Accepted

_____ Signature)

(Name, Title and Address of the Attorney)

Date:

Dated this the _____ Day of _____ 2013

For _____

(Name and designation of the person(s)

signing on behalf of the Applicant)

Note:

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

Appendix D1

Format for providing Technical Experience for services provided by the firm (in not more than 2 pages for each project, in the given tabular format only)

1	Project Name and Location	
2	Name and address of Client	
3	Brief Description of Project / assignment:	
4	Brief Description of Actual Services provided:	
5	Professional Staff Provided by the firm No. of Person Months :	
6	Name of Associated Firm(s) if any :	
7	Professional Staff provided by each of Associated Firm(s) a. Name of Associated Firm(s) b. No. of Person Months:	
8	Date of - a. commencement of advisory services b. completion of advisory services	
9	Project Cost (excluding the cost of land): (not applicable for policy advisory services)	
10	Present status of the assignment	

Signature of the Authorized Signatory

Seal of the firm

Format for providing financial details for services provided by the firm for the project experiences submitted in Appendix D1

1	Project Name and Location	
2	Name and address of Client	
3	Brief Description of Project / assignment:	
4	Value of Services in Indian Rupees:	

Signature of the Authorized Signatory

Seal of the firm

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

Signature, Address, Seal & Membership No. of Independent Auditor

Methodology Statement and Approach

(Not more than 2 pages)

Appendix F1

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

	Present Designation in the Applicant's organisation	Name	Qualification	Total Experience in years	Total Experience in providing PPP transaction advisory services in years	Total number of PPP projects where PPP transaction advisory services have been provided
Minimum requirements for the Project Manager	NA	NA	Graduation: Any discipline; Post-Graduation: in Business Management from a reputed institute	15 years	8 Years	10 projects in PPP transaction advisory services out of which at-least 5 PPP projects should be related to commercial or residential projects in India
Actual information for the proposed personnel			Graduation: _____ Post-Graduation: _____			

- i. The Minimum requirements have been provided, against which the Applicant should provide the actual information in the above format
- ii. Please attach the curriculum vitae of the above personnel, duly signed by the personnel and by the Authorised Signatory
- iii. PPP transaction advisory services provided by the proposed Project Manager should be completed or substantially completed prior to the date of issue of this RFP. Services where at least RFP for selection of implementing agency / developer has been published shall be considered as substantially completed.

Format of CV of the Project Manager (from the head office of the Applicant)

- 1 **Name:**
- 2 **Sex:**
- 3 **Date of Birth:**
- 4 **Contact / communication Address:**
- 5 **Permanent Address:**
- 6 **Mobile No.:**
- 7 **E-mail ID:**
- 8 **Present designation:**
- 9 **Present job responsibilities:**
- 10 **Numbers of persons reporting to at present:**
- 11 **Work Experience:**

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

12 Details of PPP projects:

S. No.	Name and location of Project	Name of client	Project details	Project structure / model	Name of Firm which provided services	Designation at that time	Year of services provided	Actual Services provided
1								
2								

13 Education Qualification:

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

14 Details of training availed:

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

15 Languages known:

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

16 Other details, if any, may be mentioned here

17 Certification by the Personnel:

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

Signature of the personnel

18 Certification by the Authorized Signatory of the applicant firm:

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

Signature of the Authorized Signatory

Financial Capacity

The information regarding the turnover from consulting services in Last five years should be provided in the format below:

Financial year ended in	Turnover in crores of INR
March 2010	
March 2011	
March 2012	
Average:	

Signature of the Authorized Signatory

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

Signature, Address, Seal & Membership No. of Chartered Accountant

Format for Financial Proposal
(On the letterhead of the Applicant)

[Location, Date]

FROM: [Name of Consultant]

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

To

The Chief Executive Officer
Naya Raipur Development Authority
Near D.K.S. Bhawan, Ghadi Chowk,
Raipur 492 001, Chhattisgarh
Dear Sir,

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

We, the undersigned, having gone through this RFP document and Draft Consultancy Agreement and having fully understood the scope of services, as set out in this RFP document, offer to provide the consulting services for the above in accordance with your RFP. Our Financial Proposal for Project is for the sum of Indian Rupees..... (Amount in words and figure). This amount is inclusive of all taxes including service tax.

2. Our Financial Proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal, i.e. (Date).
3. This financial proposal covers remuneration for all the Personnel, accommodation, air fare, equipment, all overheads, out of pocket expenditures, profits, mentioned in the breakup of financial proposals. This Financial Proposal is without any condition.
4. We also understand that an amount of Rs 15 Lakhs shall be provided by NRDA by way of mobilization advance on receipt of procurement of hardware and software as stated in the RFP

for successfully delivering our responsibilities and upto the satisfaction of NRDA. We understand that the mobilization advance shall be deducted in 15 monthly equal installments from 4th monthly payment onwards.

5. We understand that Income Tax shall be deducted at source as per applicable laws
6. We understand that in case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.
7. We undertake that in competing for and, if the award is made to us, in executing the above consultancy services, we will strongly observe the laws against fraud and corruption to force in India namely "Prevention of Corruption Act 1988" We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Seal of Firm:

Address

BREAKUP OF FINANCIAL PROPOSAL

(On Applicant's letter head)

[Location, Date]

FROM: [Name of Consultant]

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

To

The Chief Executive Officer
Naya Raipur Development Authority
Near D.K.S. Bhawan, Ghadi Chowk,
Raipur 492 001, Chhattisgarh

Dear Sir,

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

We attach the breakup of the Financial Proposal as follows:

Sl. No.	Expenditure Heads	Part of Total Monthly Fee as part of Financial Proposal (INR)
A	Cost to company for personnel	
1	Team Leader cum Senior Executive (PPP)	
2	Transport Planner	
3	Procurement Executive	
4	Marketing Executive	
5	Finance Executive	
6	Legal Executive cum Contract Management Executive	
7	Office Assistant (2 Nos.) @ Rs. _____/- per month	

Sl. No.	Expenditure Heads	Part of Total Monthly Fee as part of Financial Proposal (INR)
	Cost of Mandays for Project Manager (2 complete mandays per month)	
	Subtotal A	
B	Communication expenses	
C	Overheads	
D	Out of pocket expenses	
E	Travel, boarding and lodging expenses for Project Manager	
F	Any other Miscellaneous expenditures	
G	Profit	
H	Total Monthly Fee (Sum of A to G)	
I	Service Tax and cess (At present rate of _____ %)	
J	Total Monthly Fee including Service Tax and cess (H+I)	

Capital Cost for hardware, computers, printers and office equipment (lumpsum):

Rs. _____ only [Indian Rupees _____ only (in words)]

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

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Seal of Firm:

Address

Appendix I

Roles, Responsibilities and Scope of Services of Project Support Consultant (PSC) and Minimum Qualification and Experience of personnel

The Project Support Consultant, as a self-sufficient team of professionals shall provide services under the general guidance of the Project Manager and direction of NRDA for the activities enlisted here under. The Team Leader shall have control over the PSC team members to allocate works and to get the same done by them with right quality and within agreed time frame. The Team Leader shall be responsible to decide the work plan and prioritize the activities in coordination with NRDA and the Project Manager. The Team Leader shall be responsible for timely and quality delivery of works by the team members. The activities to be performed are -

- i. Project conceptualization
- ii. Financial analysis of projects,
- iii. Recommendation of project structure, funding pattern and business plan, mode of implementation under different models of development of land such as allotments on lease, development right, license, rent etc.
- iv. Recommendation of project structure, funding pattern and business plan, mode of implementation under Public Private Partnership framework, which will include lease, license, development right, authorization, rent, concession, management contract, service contract, BOT, BOOT, DBFOT or any other model, as the case may be.
- v. Drafting of EOIs, RFQs, RFPs, tender documents contracts, agreements, lease deed, license etc for projects under iii and iv above and assisting in bid process management;
- vi. Assisting in selection of technical consultants, architects, planners, construction supervision consultants, transaction advisors, consultants for topographic survey, geotechnical studies, feasibility studies and various other consultants, by drafting and legal vetting of EOIs, RFQs, RFPs, contracts, agreements and by assisting in bid process management,
- vii. Assisting in contract management, drafting legal notices to various parties, provide legal opinion in various project related events / cases, legal vetting of RFPs, contracts, Letter of awards, work orders etc.
- viii. Providing assistance in various audits by external and internal agencies.
- ix. Review financial analysis, demand assessment, RFP, contracts submitted by other consultants
- x. To draft various policies, draft rules, regulations and byelaws for Naya Raipur
- xi. Monitoring of progress of various technical consultants appointed by NRDA

- xii. To identify the schemes for availing grants for projects in Naya Raipur and prepare assist NRDA in all documentations for applying for such grants
- xiii. To assist NRDA in discussion with multilateral and bilateral funding agencies and in applicable documentation and also in making presentations
- xiv. Provide necessary assistance in terms of documentation, preparing and making presentations, review of reports and analysis (which are relevant to the subjects of the deployed personnel) for the UNDP-GEF-World Bank assisted Sustainable Urban Transport Project (SUTP)
- xv. Assisting NRDA in meetings related to SUTP and other projects and follow up activities related to the subject executives.
- xvi. To attend meetings and visit other cities to attend meeting, workshop etc.
- xvii. To do other activities necessary to achieve objectives, which are not specifically barred under this RFP.

3. Consultant Team Requirements

Team to be placed in Raipur/ Naya Raipur during the Tenure of agreement: The PSC will provide the services of a team of executives and assisting staff with skills and experience commensurate with the task requirements. All team members shall operate from the NRDA approved location in Raipur/Naya Raipur. The minimum qualifications of Key Personnel to be stationed at Raipur . Naya Raipur shall be as given in the table below:

Key Positions and Qualifications of Team to be placed in Raipur/ Naya Raipur during the Tenure of agreement

S. No.	Position	Minimum Qualification	Minimum Total Years of Experience	Minimum years of role specific experience
1	Team Leader cum Senior Executive (PPP) – 1 no.	Graduation: Civil Engineering Post-Graduation: in Business Management	10 years	6 years
2	Transport Planner – 1 no.	Graduation: Architect / Planning / Engineering Post-Graduation: Transport Planning	6 years	4 years
3	Procurement	Graduation: Any discipline	6 years	4 years

S. No.	Position	Minimum Qualification	Minimum Total Years of Experience	Minimum years of role specific experience
	Executive – 1 no.	Post-Graduation: MBA (Finance)		
4	Marketing Executive – 1 no.	Graduation: Engineering / Commerce / Management Post-Graduation: in Business Management with Marketing as one of the specializations / electives	6 years	4 years
5	Finance Executive – 1 no.	Chartered Accountant (CA)	6 years	4 years
6	Legal Executive cum Contract Management Executive – 1 no.	Graduation: Law	8 years	5 years
7	Office Assistant – 2 nos.	Graduation: Any discipline	5 years	3 years

Note:

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

Job Descriptions for the Personnel to be deployed at NRDA

1. Job Description for the Team Leader cum Senior Executive PPP

Job responsibility shall include the following:

- i. To appraise NRDA with the recommend project structure, funding plan, business model after considering the financial analysis, done by the Finance Executive
- ii. To write / review the RFP, contracts to check the scope of work / services,
- iii. To write / review the RFP, contracts to check the scope of work / services, conditions precedent, obligation of developer / concessionaire / lessee / licensee, as the case may be and those of NRDA

- iv. Appraise NRDA on appropriate allocation of risks among the parties
- v. Assist NRDA in making presentation in different forums
- vi. Assist NRDA in various negotiations
- vii. Prepare monthly activity schedule and plans
- viii. Any other activity assigned by the Project Manager

2. Job Description for the Transport Planner

Job responsibility of the Transport Planner shall include the following:

- i. Traffic studies and analysis in terms of capacity analysis and forecasting, intersection analysis, impact analysis, traffic simulation, transportation planning/engineering, traffic management studies and improvement plans, signaling of intersections and design and modeling.
- ii. Monitor Field surveys and analyses the outcome and appraise NRDA.
- iii. Assist NRDA in deciding transport strategies following the best practices
- iv. Writing scope of work, RFPs related to the subject
- v. Review submissions and work of consultants appointed by NRDA for transport related services and suggest modifications and follow up the consultants regularly to adhere to the timeline
- vi. Prepare presentations and reports for the World Bank for SUTP
- vii. Assist in the planning, preparation, monitoring and evaluation of all components being implemented under SUTP for NRDA
- viii. Assist in the evaluation and appraisal of project documents received from consultants
- ix. Assist NRDA in preparing materials and presentations as and when required for the project
- x. Assist the NRDA in dealing with urban transport related issues and problems as and when these surface during the project implementation period.
- xi. Generally assist the Team Leader and the NRDA in all aspects of transport planning
- xii. Review submission of other consultants related to the subject to ensure adherence to the scope of services, understand issues and appraise NRDA about those
- xiii. Any other activity assigned by the Team Leader

3. Job Description for the Procurement Executive

Job responsibility shall include the following:

- i. To understand and review the project structure, fund flow analysis, development strategy etc., for development / infrastructure projects
- ii. To write RFPs for procurement of consultants
- iii. To write EOIs, RFQs, RFPs for procurement of developer / implementing agencies
- iv. To write contract framework, based on the obligations of parties

- v. To assist in all procurement related documentation
- vi. To assist NRDA in evaluation of Eols, RFQs, technical and financial proposals
- vii. To write evaluation reports
- viii. To review EOIs, RFQs, RFPs, evaluation reports prepared and submitted by other consultants
- ix. Any other activity assigned by the Team Leader

4. Job Description for the Marketing Executive

Job responsibility shall include the following:

- i. The Marketing Executive shall be responsible for assisting NRDA for marketing, event management and brand management of NRDA, Naya Raipur and for marketing of projects in Naya Raipur
- ii. The Marketing Executive shall be responsible for assisting NRDA for marketing of ongoing as well as proposed projects in Naya Raipur to attract best developers/contractors, consultants of the country. S/he should also be responsible to assist NRDA in marketing and packaging of projects to the end users to ensure success of PPP projects.
- iii. S/he shall be responsible to advise and assist NRDA in drafting advertisements and also the PR initiatives to enhance public awareness about Naya Raipur with an objective of marketing the city and its components to all stake holders while focusing on its strengths and opportunities.
- iv. S/he shall advise/assist NRDA in segmenting the target populace while marketing a particular project and accordingly to assist NRDA in designing leaflets, brochures, presentation and other marketing instruments.
- v. S/he shall also be responsible for arranging/assisting NRDA to arrange road shows, presentations to other authorities/stake holders with an objective of marketing the project(s).
- vi. S/he shall be responsible for developing a marketing plan considering ongoing and proposed projects under NRDA and shall also be responsible for revising the marketing plan quarterly in discussion with NRDA.
- vii. S/he shall have complete knowledge of ongoing and proposed projects in Naya Raipur as well as the developments in different sectors across the country and shall use the knowledge in structuring the projects and such the end products remains attractive to the market.
- viii. S/he will prepare and manage a data base for developers and consultants for each of the sectors and shall regularly update the same such that marketing of projects are pin pointed and specific.
- ix. S/he shall be responsible for enhancing the marketability of the end products through implementing marketing best practices in NRDA and through advising in better packaging of contracts as well as end products.

- x. S/he shall be responsible for making a database of market rate of land and built-up area of Raipur/Naya Raipur area, analysis of which would act as input for fixing base price of end products.
- xi. S/he shall be responsible for making a database of market rate of land and cost of recent projects that would act as input for fixing base price of projects and also for fixing of eligibility of bidders.
- xii. The Marketing Executive shall have a sound knowledge of debt financing of the projects, which would assist in fixing investment model and funding pattern of projects.
- xiii. Review market study report and demand assessment studies submitted by other consultants
- xiv. Any other work related to marketing.
- xv. Any other activity assigned by the Team Leader

5. Job Description for the Finance Executive

Job responsibility shall include the following:

- i. To carry out financial analysis for different scenario / project structures and recommend the appropriate structure
- ii. To assist in internal and external audits by providing data, information and documentation support
- iii. Preparation of business plan for NRDA and updating the same periodically
- iv. Carry out analysis for calculation reserved premium for disposal of land under various land uses
- v. Review the financial analysis submitted by other consultants
- vi. Assist NRDA in any other financial analysis and procurement documentation
- vii. This personnel should have knowledge and experience in the following:
 - a. Project financing
 - b. Audit
 - c. Debt financing of projects
 - d. Fund raising by issuing bonds etc.
 - e. Municipal financing
- viii. Any other activity assigned by the Team Leader

6. Job Description for the Legal cum Contract Management Executive

Job responsibility shall include the following:

- i. Review the EOI, RFQ, RFP, contract for procurement of consultants
- ii. Review the EOI, RFQ, RFP, contracts for procurement of Developer / implementing agencies for implementing projects under PPP framework or any other model

- iii. Writing contracts for procurement of consultants
- iv. Writing contracts for procurement of Developer / implementing agencies for implementing projects under PPP framework or any other model
- v. Writing agreements, memorandum of agreements (MOA), memorandum of understandings (MOU) and similar documents
- vi. Writing letter of award, lease deed, license deed, work order etc.
- vii. Writing legal / contractual notices to consultants, contractors, implementing agencies, as the case may be
- viii. Provide legal opinion in all contractual and legal matters/ cases / disputes
- ix. Providing legal advice to NRDA and assist NRDA in contract management
- x. Any other activity assigned by the Team Leader

7. Job Description for the Office Assistant

Job responsibility shall include the following to provide support to the personnel deployed under the PSC:

- i. Do the data entry work
- ii. Carry out works like scanning documents, managing emails, do the job of typing
- iii. Managing the files and documents
- iv. Any other work necessary to provide support to the PSC
- v. Any other activity assigned by the Team Leader

8. General Obligations of the PSC

- (i) The personnel shall perform the services and carry out its obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and method.
- (ii) The personnel shall always act, in respect of any matter relating to the Contract or to be Services, as faithful advises to the NRDA, and shall at all times support and safeguard the NRDA's legitimate interests in any dealings with Sub-Consultants or third parties.
- (iii) The personnel shall hold the NRDA's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interest.
- (iv) The personnel shall individually be responsible for up-keeping the files, records, documents etc. for projects they are working with

9. List of activities excluded from the scope of service of PSC

The following activities shall not be within the scope of PSC:

- i. Topographic and Geotechnical survey and studies

- ii. Traffic survey and studies
- iii. Biometric survey
- iv. Door to door survey, primary data collection for different survey, studies etc.
- v. Technical studies, preparation and revision of Details Project Reports (DPR)
- vi. Preparation and revision of BOQ, cost estimation, technical specifications and technical schedules of tender documents
- vii. Preparation and revision of tender drawings, general arrangement drawings, good for construction drawings or any other engineering drawing
- viii. Preparation and revision of engineering designs
- ix. Preparation and revision of feasibility study, market demand assessment study, prepared / to be prepared based on primary data
- x. Preparation or master plan, architecture plan, or any other work related to architecture planning and urban planning
- xi. Construction supervision and quality assurance
- xii. Monitoring of construction supervision consultants
- xiii. Any other activity that is not within the competency of the Consultant

Draft Consultancy Agreement

THIS AGREEMENT ("Consultancy Agreement") is made on the ____ this day of _____ 2013 at Raipur.

BETWEEN

NAYA RAIPUR DEVELOPMENT AUTHORITY, a statutory authority constituted by Government of Chhattisgarh under Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973, having its office Near D.K.S. Bhawan, Ghadi Chowk, Raipur 492 001, Chhattisgarh (hereinafter referred to as "NRDA" or the "First Party" which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part

AND

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

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

WHEREAS

- A. Government of Chhattisgarh (GoCG) is developing Naya Raipur, as the capital city of Chhattisgarh near Raipur for the State Administrative functions supported by all other function required for a sustainable city such as physical and social infrastructure, residential, institutional commercial, recreational and industrial developments.
- B. Naya Raipur Development Authority (NRDA) is a special area development authority established by GoCG under the Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973 for development and administration of Naya Raipur.
- C. As part of development activities, NRDA is developing and shall plan, design and develop residential, commercial, institutional, recreational, industrial, urban infrastructure, utility and social

- projects by selection of various architects, planning and design firms, technical consultants, project management and construction supervision consultants
- D. As part of development activities, NRDA is developing and shall plan, design and develop residential, commercial, institutional, recreational, industrial, urban infrastructure, utility and social projects by promoting Public Private Partnership framework, depending on the nature of projects.
- E. Naya Raipur has also been selected as a demonstration city under the UNDP-GEF-World Bank assisted Sustainable Urban Transport Project (SUTP) being implemented by Government of India. The project is being implemented.
- F. NRDA has a limited manpower and in-house professional capacity to meet the challenges for implementation of the projects mentioned above. There is an imperative need of procuring services of an external agency to enhance the capacity. NRDA intends to select and appoint a Project Support Consultant (PSC) through this RFP for providing services as described more particularly in scope of services as part of this RFP.
- G. In response to the request for proposal, several proposals were received and after evaluating the same, the Proposal submitted by the Consultant has been accepted and Letter of Acceptance No. - ----- dated ----- was issued.
- H. The Consultant covenants to undertake the Assignment as set forth in the Terms of Reference (**As in Appendix I**, hereinafter referred to as “the Services”) and to perform, fulfill, comply with and observe all and singular provisions, conditions and requirements of this Agreement by deploying dedicated personnel with specified qualification, experience and skill sets.
- I. In consideration thereof, NRDA will pay to the Consultant fee (hereinafter referred to as “the Fee” **As in Appendix H1**) and will perform, fulfill, comply with and observe all singular provisions, conditions and requirements to the Agreement.
- J. NRDA hereby appoints M/s. ----- as the Consultant on the conditions as laid down in the agreement and in the following annexure appended hereto and forming an integral part of this Agreement and the Consultant accepts the appointment :-

Appendix F	Qualifications and competence of the key professional staff
Appendix H1 & H2	Fees offered by the consultant and accepted by NRDA

Appendix I	Roles, Responsibilities and Broad Scope of Work of Project Support Consultant (PSC) and Minimum Qualification and Experience of Executive and Office Assistants
Appendix K	General Conditions of Contract

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

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

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

By the hands of its authorized signatory

Authorized Signatory of First Party

Name: S. S. Bajaj
Designation: Chief Executive Officer
Address:
Naya Raipur Development Authority
Near old Mantralaya,
Raipur(C.G.)

Authorised Signatory of Second Party

Name :
Designation:
Address:

In the presence of:

1. _____,

2. _____

Name :
Address:

Name :
Address:

GENERAL CONDITIONS OF CONTRACT

1. RELATIONSHIP BETWEEN THE PARTIES

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

2. DURATION OF THE AGREEMENT

The duration of the project support consultancy agreement shall be Three Years initially which may be extended for a further period of Two Years. The monthly fee shall be incremented by 10 (Ten) percent of fees after each year of completion of services, on previous year's fees, provided that the services are continued after satisfactory performance.

3. MODE OF PAYMENT

- 3.1. By 15th day of each month the PSC shall raise invoice for the monthly fee for the previous month, along with the list of works done in the previous month, list of issues / critical activities, if any and attendance sheet of all personnel showing days of absence, duly certified by the Project Manager. The fees as approved under the RFP shall be paid within 15 days from the date of receipt of the invoice, complete in all respect. However, the first monthly fees shall be paid one month after the actual deployment of the staff at Raipur/Naya Raipur. The fees shall be inclusive of all expenses of the personnel deployed and overheads & miscellaneous expenses and profit. It shall also be inclusive of all taxes, surcharges out pocket expenses which may be incurred by the consultant towards travel, documentation and communication except the Service tax and Cess, which will be paid separately, as agreed here under.
- 3.2. The expenses on account of travel, as per instruction of CEO, NRDA to the PSC team members, the cost of travel, local conveyance, lodging in the host city and out of pocket expenses shall be paid by NRDA, provided that the travel is made with the prior written approval of CEO, NRDA or when the travel has been made as per the written instruction of NRDA. The eligibility for the travel for the Team Leader cum Senior Executive (PPP) would be economy class airfare or AC 2-Tier for travel, on actual and the eligibility for lodging and boarding shall be business hotel

- accommodation, and commuting expenses as admissible to Class I (Jr. Grade) Officer of the State Government. The eligibility for the travel for other personnel of PSC would be AC 2-Tier or 3-Tier for travel, on actual and the eligibility for lodging and boarding shall be business hotel accommodation, and commuting expenses as admissible to Class II Officer of the State Government. NRDA would provide in advance suitable amounts to the staff to undertake the travel, and settle the advances on submission of bills by the staff.
- 3.3. The Project Manager shall visit office of NRDA at the beginning of every month and shall spend complete 2 (two) working days, to discuss list of activities, project structure, strategies, NRDA policies, any issue with the working of PSC etc. The cost of such travel, lodging, boarding, local conveyance, out of pocket expenses by the Project Manager shall be part of the monthly fee of PSC and shall not be paid extra.
- 3.4. NRDA may request visit of any other official of the organization of the PSC for any expert advice and discussion. For such instances, cost of travel from the location of such official in India to Raipur, cost of local conveyance in Raipur and Naya Raipur, cost of food, accommodation and out of pocket expenses shall be paid by NRDA, along with cost of man-days for the visiting personnel for the days spend for such discussions, based on the cost per man-day for such personnel, which will be stated by the PSC in its communication, while confirming the dates and name of visiting personnel(s). The payment shall be made on submission of invoice along with original bills, tickets, boarding passes.
- 3.5. NRDA shall, at its cost and expense, provide to the PSC staff the facilities such as suitable work-place including workstations with table, chair, phone connection, internet connection, furniture, fittings, stationery and consumables. However, required software and hardware like, Desktops/ Laptops, external USB storage, data card, printers, scanner photocopier etc. shall be provided by the PSC at its own cost at approved location at Raipur/Naya Raipur. All hardware procured by the Consultant shall be maintained by the Consultant at its cost.
- 3.6. The Service Tax, Cess, Surcharge levied on such services shall be payable extra by NRDA at the then prevailing rate on every payment made to the PSC against invoice, including those for paying the travel cost of any personnel of the Consultant's organization, other than the Project Manager.
- 3.7. Income tax as applicable shall be deducted at source from every payment.

4. **PERFORMANCE SECURITY**

An amount of Five percent shall be deducted from each payment made to the PSC during the first year of consultancy and retained as Performance Security which shall be returned without any interest on termination of this agreement, after deducting the dues, penalty, if any. After completion of first year of services, no deduction shall be done on account of performance security but the retained amount shall be refunded only after deducting the dues, penalty, if any

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

6. **PENALTY FOR DEFAULT**

6.1. All personnel deployed under PSC shall be eligible for leaves for a cumulative period of 30 working days in a year or more than 12 working days at one time. The Team Members of the PSC shall obtain written approval of the leave from the CEO, NRDA or any officer nominated by him

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

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

6.4. 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.

7. TERMINATION OF THE AGREEMENT

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

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

8. RESPONSIBILITIES AND OBLIGATIONS OF THE CONSULTANT

The Consultant shall:

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

9. CONFIDENTIALITY AND PUBLICITY

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

10. OTHER CONDITIONS

10.1 In the event, any contribution required by any of the experts of the Consultant's organization, Consultant shall provide such services on mutually agreed terms and conditions. The Consultant shall arrange to submit such contribution of such expert within 7 days from the date of receipt of such communication with the necessary documents from NRDA.

10.2 NRDA may request review / comments of any expert of the Consultant's organization on any document prepared by the PSC. The Consultant shall arrange to submit such contribution of such expert within 7 days from the date of receipt of such communication with the necessary documents from NRDA. No additional fee shall be paid to the consultant for reviewing and commenting on any document by an internal expert of the Consultant's organization.

10.3 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.

10.4 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.

10.5 In the event NRDA is not satisfied with performance of any of the personnel deployed, NRDA shall write to the Consultant to substitute such personnel within 90 days with personnel, acceptable to NRDA with equal or higher qualification and experience.

- 10.6 In the event NRDA does not have the requirement of one or more personnel deployed, NRDA shall intimate the same to the Consultant in writing. The Consultant shall withdraw such personnel within a period of 90 days from the date of receipt of such intimation. The Monthly Fee shall be paid as per actual deployment.
- 10.7 NRDA shall have the right to instruct the Consultant to deploy additional personnel / experts as part of the PSC. The Consultant shall deploy such personnel / experts, acceptable to NRDA, within 90 days of receipt of such instruction of NRDA, at mutually agreed terms & conditions and fees.
- 10.8 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
- 10.9 Unless otherwise agreed, NRDA shall have the copyright on all the reports, documents, maps etc., authored, prepared or generated during the course of the Services to be provided by the Consultant.
- 10.10 The holidays, working hours and the timings for working days shall be in accordance with those prevailing in NRDA.
- 10.11 The deployed personnel may have to work on Saturdays, Sundays, holidays and also on extended hours, to support NRDA in the event of contingencies and urgency. For workings on such additional hours and on holidays no extra payment shall be made to the Consultant.
- 10.12 The organization of PSC shall also ensure that the Project Manager shall be available for discussions in Raipur / Naya Raipur, as and when required. The Applicant firms shall also ensure that the Project Manager shall be available for two days at the first week of every month for discussing the progress made by the team in the previous month, to finalise the list of activities for the current month and subsequent months, to discuss project structures, funding patterns etc. and to discuss any other relevant issues.
- 10.13 No personnel of PSC can be changed / substituted by the Consultant, except in the case of leaving of a PSC personnel by resignation. In such case such personnel will be required to be substituted by personnel of equal or higher qualification and experience within 90 days from the date of notice of resignation of such personnel. Monthly fee shall be paid as per actual payment.

11. **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 judgments, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Consultant.

12. **GOVERNING LAW AND JURISDICTION**

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

13. **DISPUTE RESOLUTION**

13.1 **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.

13.2 **Arbitration**

a **Procedure**

Any Dispute which is not resolved amicably within 30 days, the same shall be referred to the sole arbitration of Secretary, Housing and Environment Department, Government of Chhattisgarh, whose decision shall be final and binding on both the Parties. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 ("Arbitration Act").

b **Place of Arbitration**

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

c **English Language**

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

d Enforcement of Award

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

e Performance during Dispute Resolution

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

14. 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.

15. WAIVER

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

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

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

16. 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.

17. NOTICES

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this

Agreement, shall be in writing and shall be given by hand delivery, recognized courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned hereinabove.

18. **TRANSFER OR ASSIGNMENT**

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

19. **VARIATIONS**

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

Schedule 1: Scope of service of the PSC

To be appended before signing of the Agreement

Reference invited to Appendix J to the RFP

Schedule 2: Financial Proposal of the PSC

To be appended before signing of the Agreement

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

Name of the Project Manager: *To be appended before signing of the Agreement*

Name and designation and key personnel of the PSC to be deployed at office of NRDA: *To be appended*

Schedule 4: Letter of Award issued

To be appended before signing of the agreement

Schedule 5: Final version of the RFP document

To be appended before signing of the Agreement