



Naya Raipur Development Authority (NRDA)

Near Mahanadi Dwar, Mantralaya, Raipur – 492001, Chhattisgarh;

Ph: 0771 – 4066011 Fax: 0771 – 4066188, Website: www.nayaraiipur.com

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**Selection of Project Management Consultant (PMC) for
development of Sewerage Collection, Treatment, and Reuse System
including operation and maintenance for Zone 4 and specified area
at Naya Raipur**

REQUEST FOR PROPOSAL

No.: 648/4(3)/6/55/SE(PHE)/CE(Engg)/NRDA/2011

Raipur, Date: 16-5-2011

NRDA requests for proposal (RFP) from qualified and experienced firms for selection of a Project Management Consultant for Project management Supervision, quality assurance and monitoring of development works of "Sewerage Collection, Treatment and Reuse System including operation and maintenance for Zone 4 and specified area at Naya Raipur. The RFP document can be downloaded from www.nayaraiipur.com. Modification/Amendment/Corrigendum, if any, shall not be advertised in the newspapers but shall be posted in the website only. A Pre Proposal meeting shall be held at 11.45 hours on 3-6-2011 in the office of NRDA. **Due Date and Time for submission of proposal at the office of NRDA: 17-6-2011 2011 on or before 15:00 hours**

Chief Executive Officer

Credible Chhattisgarh
विश्वसनीय छत्तीसगढ़

REQUEST FOR PROPOSAL

For

Selection of

Project Management Consultant (PMC)
for
Development of Sewerage collection,
Treatment, and Reuse system including operation and
maintenance for
Zone 4& specified area at Naya Raipur.

RFP NO.: 648/CE(Engg)/NRDA/2011, dated 16-05-2011



NAYA RAIPUR DEVELOPMENT AUTHORITY

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

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

Website: www.nayaraipur.com,

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

REQUEST FOR PROPOSAL

Selection of Project Management Consultant (PMC) for Development of Sewerage collection, Treatment, and Reuse system including Operation and Maintenance for Zone 4 & specified area at Naya Raipur.

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Bidders Including Data Sheet and Evaluation Criteria
- Section 3 - Technical Proposal Standard Forms
- Section 4 - Financial Proposal Standard Forms
- Section 5 - Background Information, and Terms of Reference
- Section 6 - Standard Form of Contract

NAYA RAIPUR DEVELOPMENT AUTHORITY

**SECTION 1
COVER LETTER**

REQUEST FOR PROPOSAL

Selection of PMC for development of Sewerage Collection, Treatment and Reuse system including
Operation and Maintenance for Zone 4 and Specified Area at Naya Raipur

READ THESE DOCUMENT CAREFULLY

SECTION 1. LETTER OF INVITATION – REQUEST FOR PROPOSAL (RFP)

For Full Technical Proposals

RFP NO.: 648/CE(Engg)/NRDA/2011, dated 16-05-2011

**Selection of PMC for Development of Sewerage collection,
Treatment, and Reuse system including operation and maintenance for
Zone 4 & specified area at Naya Raipur**

1. Naya Raipur Development Authority invites Proposals for the following consulting services “Project Management Consultancy for development of Sewerage Collection, Treatment and Reuse system including operation and maintenance for Zone 4 & specified area at Naya Raipur”.
2. The **Background Information and Terms of Reference** for the Consulting services are provided in Section 5 of the Request for Proposal (RFP).
3. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Bidders Including Data Sheet and Evaluation Criteria
 - Section 3 - Technical Proposal Standard Forms
 - Section 4 - Financial Proposal Standard Forms
 - Section 5 - Background Information and Terms of Reference
 - Section 6 - Standard Form of Contract
4. In order to provide more details about the Project and the nature of services required, as well as reply to the queries of the organizations invited to submit detailed proposals, a **pre-proposal meeting will be held at 11:45 hrs. on 03-06-2011 at the venue mentioned in the Data Sheet. It is recommended that the firms may send their senior representatives for proper interaction.**

Sincerely,

Sd/-

Chief Executive Officer

Naya Raipur Development Authority,

Near Mahanadi Dwar, Mantralaya

Raipur 492 001, Chhattisgarh

REQUEST FOR PROPOSAL

Selection of PMC for development of Sewerage Collection, Treatment and Reuse system including
Operation and Maintenance for Zone 4 and Specified Area at Naya Raipur

**SECTION 2.
INSTRUCTIONS TO BIDDERS**

CONTENTS

- ❁ Instructions to Bidders**
- ❁ Data Sheet**
- ❁ Evaluation Criteria for Technical Proposal**

SECTION 2. INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

General

- 1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from the proposals received, in accordance with the method of selection specified in the Data Sheet.
- 1.2 Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Bidders are encouraged to visit the project site in consultation with the nominated representative of the Client. The Bidders' representatives should contact the Client's representative named in the Data Sheet to arrange for their visit and they should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.3 Bidders shall bear all costs associated with the preparation and submission of their Proposals. Costs might include site visit; collection of information.
- 1.4 The Client is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Bidders.
- 1.5 In preparing their Proposals, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 1.6 Not more than two entities may associate for the purpose of submitting a joint Proposal
- 1.7 Not used

Conflict of Interest

- 1.8 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 recruited for any assignment that would be in conflict with their prior or current obligations to other clients, 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 recruited under any of the circumstances set forth below:

- (i) If a Consultant combines the function of consulting with those of contracting and/or supply of equipment; or
- (ii) If a Consultant is associated with or affiliated to a contractor or manufacturer; or
- (iii) If a Consultant is associated with or affiliated to or combines the function of consulting with the firm that prepared the Detailed Project Report (DPR), engineering, design for the project for development of Sewerage Collection, Treatment and Reuse system at Naya Raipur
- (iv) If a Consultant is owned by a contractor or a manufacturing firm with departments or design offices offering services as Bidders. 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 sub-Bidders) and any subsidiaries or entities controlled by such Consultant shall not be recruited for the relevant assignment. The duties of the Consultant depend on the circumstances of each case. While continuity of consulting services may be appropriate in particular situations, if no conflict exists, a Consultant cannot be recruited to carry out an assignment that, by its nature, will result in conflict with another assignment of such Consultant. For example, a Consultant engaged to prepare engineering design for an infrastructure

project shall not be recruited to prepare an independent environmental assessment for the same project; similarly, a Consultant assisting a client in privatization of public assets shall not purchase, nor advise purchasers of, such assets or a Consultant hired to prepare terms of reference for an assignment shall not be recruited for the assignment in question.

Fraud and Corruption

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

- (i) defines, for the purposes of this provision, the terms set forth below as follows:
 - (a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of any party in the consultant selection process or in contract execution;
 - (b) "fraudulent practice" means a representation or omission of facts in order to influence a selection process or the execution of a contract;
 - (c) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of a borrower, 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) 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) 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) 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.

- 1.10 Furthermore, bidders shall be aware of the provision stated in Sub-Clause 15.01 (iv) and Sub-Clause 20.01 of the General Conditions and Undertakings of the Contract.

Only One Proposal

- 1.11 A Bidder shall submit only one Proposal. If a Bidder submits more than one Proposal, such a Consultant shall be disqualified. However, this does not limit the participation of associate consulting firms, including independent individuals in more than one Proposal.

Proposal Validity

- 1.12 The Data Sheet indicates how long the Bidders Proposals must remain valid after the submission date. During this period, the Bidders shall maintain the availability of experts nominated in the Proposal. In case of need, the Client may request Bidders to extend the validity period of their Proposals. Bidders have the right to refuse to extend the validity period of their Proposals.

Cost of RFP Document

- 1.13 The RFP document can also be downloaded from the web site www.nayaraipur.com. While submitting the proposal it should be accompanied with a demand draft of Rs. 5000 (Indian Rupees Five Thousand only) from a scheduled bank of India, in favour of the Chief Executive Officer, Naya Raipur Development Authority, payable at Raipur towards the cost of the RFP Document. The proposal without the cost of the document will not be considered for evaluation.

2. CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS

- 2.1 Bidders may request a clarification of any of the RFP documents 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 Client will be uploaded in the website (www.nayaraipur.com), but without identifying the source of inquiry.

Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Sub-Clause 2.2.

- 2.2 At any time before the submission of Proposals, the Client may, whether at its own initiative, or in response to a clarification requested by a firm, amend the RFP by issuing an addendum. The addendum shall be uploaded only in the website (www.nayaraipur.com). The amendments shall be binding on the bidders / Bidders. To give Bidders reasonable time in which to take an amendment into account in their Proposals, the Client may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission by uploading a notice only in the website of Client.

3. PREPARATION OF THE PROPOSAL

- 3.1 Bidder's Proposal (the Proposal) will consist of two (2) components
- (i) the Technical Proposal, and
 - (ii) the Financial Proposal
- 3.2 The Proposal, as well as all related correspondence exchanged by the Bidders and the Client, shall be in English. All reports prepared by the contracted Consultant shall also be in English.
- 3.3 The Proposal should include a cover letter signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm. The letter should specify all association arrangements, and certify that each associated firm will perform its designated tasks under the assignment if the lead firm is awarded the contract.
- 3.4 The Technical Proposal should clearly demonstrate the Bidder's understanding of the assignment requirements and capability and approach for carrying out the tasks set forth in the TOR through the nominated experts.

4. THE TECHNICAL PROPOSAL

General

- 4.1 **The Technical Proposal shall not include any financial information and any Technical Proposals containing financial information shall be declared non-responsive.**

Technical Proposal Format

- 4.2 (i) The Data Sheet indicates the format of the Technical Proposal to be used for the assignment. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.
- (ii) The following table summarizes the content and maximum number of pages permitted for each type of Proposal. If the maximum number of pages is exceeded, a penalty will be applied during evaluation of the Proposal. A page is considered to be one printed side of A4 size paper.

Type of Proposal	Full Technical Proposal (FTP)
Content	
COVER LETTER	As per format specified in this RFP
Experience of the firm	(i) maximum two (2) pages introducing the firm and associate firm(s) background and general experience. (ii) maximum of twenty (20) pages completed projects in the format of Form TECH-1 illustrating firm and associate(s) firm's relevant experience. No promotional material should be included.
General approach and methodology, work and staffing schedule	maximum ten (10) pages inclusive of charts and graphs
Experts' CVs	no limit but preferably should not exceed five (5) pages for each expert's CV using Form TECH-3.
Comments on terms of reference	no limit, but to be concise and to the point.
Counterpart staff and facility requirements.	maximum two (2) pages.

Technical Proposal Content

4.3 The Technical Proposal shall contain information indicated in the following paragraphs from (i) to (xiii) using the Standard Technical Proposal Forms (Section 3). Such information must be provided by the Bidder and each Associate.

- (i) A brief description of the organization and outline of recent experience of the Bidder and each Associate on assignments of a similar nature is required in Form TECH-1. For each assignment, the outline should indicate inter alia, the assignment, contract amount and the Bidder's involvement. Information should be provided only for those assignments for which the Bidder was legally contracted by the client as a corporate entity or as one of the major participating consulting firms within an association. Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as the experience of the Bidder, or that of the Bidder's Associate(s), but can be claimed by the individuals themselves in their CVs. Bidders should submit supporting documents for their proof of eligibility mentioned in clause 4.3 (xv), as per format specified in Form TECH-1.
- (ii) A concise, complete, and logical description of how the Bidder's team will carry out the services to meet all requirements of the TOR.
- (iii) A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR.
- (iv) Not Used.
- (v) An organization chart indicating relationships amongst the Bidder and any Associate(s), NRDA, and other parties or stakeholders, if any, involved in the assignment.
- (vi) 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. In this regard, unless the Bidder clearly states otherwise, it will be assumed by the Client that work required to implement any such

improvements, are included in the inputs shown on the Bidder's Staffing Schedule.

- (vii) Detail facilities to be provided by the Client in addition to those shown on the Data Sheet. Requirements provide might include support facilities such as: Project in charge, office space etc. that would be needed to carry out the assignment.
- (viii) The Technical Proposal shall not include any financial information. Technical Proposals containing financial information shall be declared non responsive.

Personnel

- (ix) 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 format shown in Form TECH-3.
- (x) All nominated experts must be an Indian nationals.
- (xi) Only one CV may be submitted for each position.
- (xii) Higher rating will be given to nominated experts who are regular full-time employees. The Client defines a regular full-time employee to be a person who has been employed continuously by the Bidder or one of its Associates, for more than twelve (12) months prior to the date of submission of the Proposal.
- (xiii) The Client requires that each expert confirm that the content of his/her curriculum vitae (CV) is correct and the experts themselves should sign the certification of the CV. However, in particular cases, the Client 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 Client prior to the signing of agreement. Note that the need to provide address and fax/e-mail details of experts in the CVs of the experts is not considered mandatory. In cases where consulting firms/organizations are prevented from providing such information by prevailing laws in their country, or if Bidders have

valid reasons not to comply with the completion of this item, there will be no negative impact on the evaluation of the expert.

(xiv) A zero rating will be given to a nominated expert if the expert:

- (a) is not an Indian national (determined from the passport the expert holds or other equivalent legal document in the case of domestic Bidders who do not have passports); or
- (c) failed to state nationality on the CV; or
- (d) the CV is not signed in accordance with Sub-Clause 4.3 (xiii) requirements.
- (e) is a current employee of the executing agency

As a checklist to ensure all these requirements have been complied with, Bidders are required to complete the "Summary of Information on Proposed Experts," Form TECH-4.

(xv) Conditions of Eligibility of Bidders

Eligible Bidders/Consultancy firms (Consortium not allowed), having undertaken similar works fulfilling the following requirements shall be eligible to apply:

The work involves

1. Minimum experience as Project Management Consultant for minimum one (1) project of Sewerage collection system of minimum 10 kms of pipelines having minimum diameter 300 mm
OR
2. Minimum experience as Project Management Consultant for minimum one (1) project of Sewage Treatment Plant, of minimum capacity 10 MLD that has been completed satisfactorily, starting from April 01, 2003 till the date of submission of proposal.

It may be noted that experience as **Project Management Consultant primarily means** experience in independent review and approve designs and drawings, review, day to day supervision and monitoring of progress and quality of construction, erection and installation work, reporting to the client and ensuring compliance by

the Contractor with the Design Specifications during Implementation period.

(xvi) Additional Marks for Evaluation

Additional marks will be given at the time of evaluation for fulfilling requirements as specified in 'Evaluation Criteria- 1B'.

5. FINANCIAL PROPOSAL

- 5.1 All information provided in Bidders' Financial Proposal will be treated as confidential. **The Financial Proposal must be submitted in hard copy using the format shown in Section 4.**
- 5.2 The Financial Proposal requires completion of form namely FIN-1.
- (i) Form FIN-1 shown in Section 4 relate to the costs of consulting services under the category **Remuneration including personnel overhead.**
- 5.3 Not Used.
- 5.4 The list of experts, and their respective inputs, identified on Form FIN-1 must match the list of experts and their respective inputs shown in the Staffing Schedule on Form TECH-2 of the Bidder's Technical Proposal. No proposed schedule of payments should be included in Bidders' Financial Proposals.
- 5.5 Bidders have the only option to use only Indian currency in preparation of Forms FIN-1.
- 5.6 Not used.
- 5.7 Not Used
- 5.8 Not used.

6. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- 6.1 The original Proposal (both Technical and Financial Proposals) shall contain no interlineations or overwriting, except as necessary to correct errors made by Bidders themselves or to evidence provision of a price discount (which discount will be applied in the manner specified in Clause 8.7). Any such corrections, interlineations or overwriting must be initialled by the person(s) who signed the Proposal.
- 6.2 The authorized representative of the Bidder shall initial all pages of the original hard copy of the Technical and Financial Proposal. Alongwith the Technical Proposal the Bidder shall submit the **entire RFP and draft Consultancy Service Agreement** duly signed in blue indelible ink and stamped by the authorised representative of the Bidder. No other copies are required.
- 6.3 The Technical Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. All required copies of the Technical Proposal as specified in the Data Sheet will be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 6.4 The original and all copies of the Technical Proposal to be sent to the Client shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL.**"

Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked **by red felt pen** "**FINANCIAL PROPOSAL**" and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and title of the loan project, and other information indicated in the Data Sheet. **If the Financial Proposal is not submitted by the Bidder in a separate sealed envelope and duly marked as indicated above, this will constitute grounds for declaring both Technical and Financial Proposals non-responsive.**

- 6.5 Proposals must be delivered at the indicated Client submission addresses on or before the time and date stated in the Data Sheet or any new date established by the Client according to provisions of Sub-Clause 2.2.
- 6.6 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- (a) It is received in the form specified at Tech 0 - 5 (Technical Proposal);
- (b) It is received by the Proposal Due Date including any extension thereof;
- (c) It is accompanied by the Proposal Security of Rs. 1,00,000/- in the name of CEO, NRDA in accordance with the RFP document;
- (d) It is accompanied by demand draft for the Cost of RfP document, in the manner as specified in this RFP document
- (e) It is signed, sealed, hard bound and marked;
- (f) It is accompanied by the letter of authorization, authorizing a representative of the Bidder for signing the proposal;
- (g) It contains all the information (complete in all respects) as requested in the RFP;
- (h) It does not contain any condition or qualification;
- (i) Applicant meets the minimum condition of eligibility; and
- (j) It is not non-responsive in terms hereof.

6.7 The Authority reserves the right to reject any Proposal which is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

7. PROPOSAL EVALUATION

General

7.1 From the time the Proposals are opened to the time the contract is awarded, the Bidder should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by a Bidder to influence the Client in examination, evaluation, ranking of Proposals or recommendation for award of contract may result in rejection of the Bidder's Proposal.

Evaluation of Technical Proposals

7.2 The Client's Bidders Selection Committee (CSC) will be responsible for evaluation and ranking of Proposals received. Shortlisted firm shall be called for presentation before CSC.

7.3 The CSC evaluates and ranks the Technical Proposals on the basis of Proposal's responsiveness to the TOR using the evaluation criteria and points system specified in the Data Sheet. Each Technical Proposal will receive a technical

score. A Proposal shall be rejected if it does not achieve the minimum technical mark of 750 from the maximum of 1,000 points.

7.4 A Technical Proposal may not be considered for evaluation in any of the following cases:

- (i) the Bidder that submitted the Proposal or one of its Associated Bidders belongs to one of the cases described in Sub-Clause 1.8(i) to (iii) and failed to make a proper statement to that effect in the cover letter; or
- (ii) the Bidder that submitted the Proposal or one of its Associated Bidders was found not to be legally incorporated or established in India; or
- (iii) the Technical Proposal was submitted in the wrong format; for instance an FTP was submitted when the RFP required an STP; or
- (iv) the Technical Proposal included details of costs of the services; or
- (v) the Technical Proposal reached NRDA after the submission closing time and date specified in the Data Sheet.

7.5 After the technical evaluation is completed, the Client shall notify Bidders whose Proposals did not meet the minimum qualifying technical mark or Bidders whose Technical Proposals were considered non-responsive to the RFP requirements, indicating that their Financial Proposals will be returned unopened after completion of the selection process. The Client shall simultaneously notify, in writing Bidders whose Technical Proposals received a mark of 750 or higher, indicating the date, time, and location for opening of Financial Proposals. (Bidders' attendance at the opening of Financial Proposals is optional).

8. PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS

Public Opening of Financial Proposals

8.1 At the public opening of Financial Proposals, Bidders' representatives who choose to attend, will sign an Attendance Sheet.

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- (i) The mark of each Technical Proposal that met the minimum mark of 750 will be read out aloud.
 - (ii) Each Financial Proposal will be inspected to confirm that it has remained sealed and unopened.
 - (iii) The Client's representative will open each Financial Proposal. Such representative will read out aloud the name of the Bidders and the total Bidders' Financial Proposals. This information will be recorded in writing by the Client's representative.

Evaluation of Financial Proposals

- 8.2 The detailed contents of each Financial Proposal will be subsequently reviewed by the Client. During the examination of Financial Proposals, the Client's staff and any others involved in the evaluation process, will not be permitted to seek clarification or additional information from any Bidder who has submitted a Financial Proposal.
- 8.3 Financial Proposals will be reviewed to ensure that the figures provided therein are consistent with the details of the corresponding Technical Proposal (e.g. personnel schedule inputs, number and duration of field trips, applicable per diems, etc.).
- 8.4 The commercial terms in each Financial Proposal will be checked for compliance with the requirements set forth in the Data Sheet. For instance, each Financial Proposal must include provisional sums and contingencies in the amounts specified in the Data Sheet and the validity period of the Bidders' Proposals must accord with the validity period set down in the Data Sheet.
- 8.5 Financial Proposals will be checked for computational errors or material omissions, and prices will be corrected and adjusted as necessary. In the case of material omissions, the cost of the relevant Financial Proposal will be increased by application of the highest unit cost and quantity of the omitted item as provided in the other submitted Financial Proposals.
- 8.6 The estimated total price (ETP) for each Financial Proposal will be determined.
- 8.7 In order to allow comparison on a common basis, each Financial Proposal will be carefully scrutinized in accordance with the procedure outlined in Clauses 8.2 to 8.6 and ETP in Indian Rupees will be determined.

9. RANKING OF PROPOSALS

- 9.1 Following completion of evaluation of Technical Proposal and opening of Financial Proposals for the bidders who were technically qualified, ranking of the Proposals will be determined based on only the ETP;

9.2 The proposal with the lowest ETP will be ranked first; the next lowest ETP will be ranked second, and so forth.

10. Not Used

11. CONFIDENTIALITY

11.1 Information relating to evaluation of Proposals and recommendations concerning contract award shall not be disclosed to Bidders who submitted Proposals or to other persons not officially concerned with the recruitment process until the winning firm has been notified and contract awarded.

12. AWARD OF CONTRACT

12.1 The Client will award the contract to the Bidder selected by the Client.

13. CONTRACT COMMENCEMENT DATE

13.1 The Data Sheet indicates the anticipated date for the commencement of the contract services.

DATA SHEET

S. no.	Description	
1	Type of Technical Proposal required	Full Technical Proposal (FTP)
2	Pre-Proposal Query	Date: _____, 2011 Time: 11:45 hrs Venue: Conference Hall, NRDA Office, Mantralaya, Raipur, Chhattisgarh
3	Due time and date of Submission of Proposal ¹	Up to 15:00 hours (IST); 17-06-2011
4	Opening of Technical Proposal	At 16:00 hours (IST) or thereafter; 17-06-2011
5	Expected date public opening of Financial Proposals	To be intimated later
6	Expected date for commencement of consulting services: and Duration of services:	To be intimated later and 18 Month from this date
7	Taxation	"The Bidders are subject to taxes. The service tax at prevailing rates (currently 10.3%) will be payable extra to the Bidders by NRDA in addition to the agreed fees for which the Bidders need to comply with the applicable laws. The amount of the service tax and all other taxes shall be excluded from the Bidders' financial proposal, as they will not be evaluated. The payment of fees to Consultant is subject to deduction of other taxes at source, as per prevailing rates and laws."
8	Validity of Proposal	180 days from due date of Submission of Proposal.
9	Evaluation Sheet	Please refer to Data Sheet Appendix 1A & B.

¹ Proposal consists of Technical and Financial Proposals.

S. no.	Description
10	<p>Representative/Contact Person and Address of the NRDA:</p> <p>The Chief Engineer (Engineering) Naya Raipur Development Authority Near Mahanadi Dwar Mantralaya, Raipur – 492 001 TEL NO: + 91 771 4066011, Fax No.: +91 771 4066188 E-MAIL:cee@nayaripur.com,</p>
11	<p>Name and Address of the Client where correspondence concerning this Request for Proposal is to be sent:</p> <p>The Chief Executive Officer (CEO) Naya Raipur Development Authority (NRDA) Near Mahanadi Dwar Mantralaya, Raipur – 492 001 TEL NO: + 91 771 4066011, Fax No.: +91 771 4066188</p>
12	<p>Bidders must submit an original and 2 copies of the Technical Proposal, and an original Financial Proposal to the Client at the following address:</p> <p>The Chief Executive Officer (CEO) Naya Raipur Development Authority Near Mahanadi Dwar Mantralaya, Raipur – 492 001 TEL NO: + 91 771 4066011, Fax No.: +91 771 4066188</p>

REQUEST FOR PROPOSAL

Selection of PMC for development of Sewerage Collection, Treatment and Reuse system including
Operation and Maintenance for Zone 4 and Specified Area at Naya Raipur

DATA SHEET Appendix-1A

Evaluation Sheet for Full Technical Proposals

Evaluation Criteria		Max. Weight	Firm		Firm		Firm		Firm		Firm	
			Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
I. Qualification of Bidder		500										
a.	Experience in similar Projects (completed) as mentioned in clause 4.3 (xv):	250										
b.	Experience in similar Projects (Ongoing) as mentioned in clause 4.3 (xv)	150										
c.	Additional Marks - Experience in as mentioned in clause 4.3 (xvi)	100										
II. Approach and Methodology		150										
a.	Understanding of Objectives	60										
b.	Quality of Methodology	40										
c.	Innovativeness/Comments on TOR	20										
d.	Work Program	30										
III. Personnel (areas of Expertise)		350										
a.	Maximum age for all the personnel shall be 55 years or less	Team Leader	150									
b.		Senior Engineer	100									
c.		Quality Control Engineer	100									
d.		Bill Engineer										
e.		Site Engineer (Electrical)										
f.		Site Engineer (Civil) (3 Nos.)										
g.		Site Engineer (Mechanical)										
h.		Back office support for approval of drawing & design (2 personnel)										
I+II+III		Grand Total	1000									
		Rating : Excellent - 100%, Very Good - 90%, Above Average - 70%, Below Average - 50%, Non-Complying - 0% Score : Maximum Weight X Rating / 100										

REQUEST FOR PROPOSAL

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DATA SHEET Appendix-1B

Name of Firm :

Position/Area of Expertise (Maximum age for all the personnel shall be 55 years or less)	Name	A		B		C		TOTAL SCORE (A+B+C)
		General Qualifications		Similar Project - Related Experience		Full-Time Permanent Staff*		
		Expert	TL	Expert	TL	Expert	TL	
		20%	20%	70%	70%	10%	10%	
		Rating	Score	Rating	Score	Rating	Score	
Team Leader								
Senior Engineer								
Quality Control Engineer								
Bill Engineer								
Site Engineer (Electrical)								
Site Engineer (Civil) (3 Nos.)								
Site Engineer (Mechanical)								
Back office support for approval of drawing & design (2 personnel)								

REQUEST FOR PROPOSAL

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EVALUATION CRITERIA

I. TECHNICAL QUALIFICATION OF BIDDER (400 points)

A. Experience in Similar Projects (Completed & Ongoing) (250+150 points)

A1. Completed Projects: Each reference project included in the technical proposal (as described in the format shown in **FORM TECH-1**), is to be judged against the minimum experience as any of the following:

Project Management Consultant for projects in Sewerage collection system of minimum 10 kms of pipelines having minimum diameter 300 mm that has been completed satisfactorily, starting from April 01, 2003 till the date of submission of proposal.

OR

Project Management Consultant for Sewage Treatment Plant, of minimum capacity 10Mld, that has been completed satisfactorily, starting from April 01, 2003 till the date of submission of proposal:

One project	-	50% (below average)
Two projects	-	70% (average)
Three projects	-	80% (above average)
Four projects	-	90% (very good)
Five or more projects	-	100% (excellent)

A2. Ongoing Projects: Each reference project included in the technical proposal (as described in the format shown in **FORM TECH-1**), is to be judged for experience as any of the following:

Project Management Consultant for projects in Sewerage collection system of minimum 10 kms of pipelines having minimum diameter 300 mm that is in the stage of implementation, on the date of submission of proposal. Implementation of a project started after April 01, 2007 shall only be considered for this purpose

OR

Project Management Consultant for Sewage Treatment Plant, of minimum capacity 10Mld, that is in the stage of implementation, on the date of submission of proposal. Implementation of a project started after April 01, 2007 shall only be considered for this purpose:

One project	-	50% (below average)
Two projects	-	70% (average)
Three projects	-	80% (above average)
Four projects	-	90% (very good)
Five or more projects	-	100% (excellent)

B. Additional Marks: Experience in Preparation of DPR (100 points)

Criteria 1: A Bidder should have satisfactorily completed assignments of preparation of Detailed Project Reports (DPR) for Sewerage collection system of minimum 10 kms of pipelines having minimum diameter 300 mm and Sewage Treatment Plant, of minimum capacity 10Mld of minimum project cost of Rs. 24 crores during last seven years in India starting from April 01, 2003 till the date of submission of proposal.

One project	-	50% (below average)
Two projects	-	70% (average)
Three projects	-	80% (above average)
Four projects	-	90% (very good)
Five or more projects	-	100% (excellent)

OR

Criteria 2: Each reference project included in the technical proposal (as described in the format shown in FORM TECH-1), is to be judged against the minimum experience as Project Management Consultant for Sewage Treatment Plant, of minimum capacity 10Mld and for Sewage Treatment Plant, of minimum capacity 10Mld in same project, that has been completed satisfactorily, starting from April 01, 2003 till the date of submission of proposal.:

One project	-	50% (below average)
Two projects	-	70% (average)
Three projects	-	80% (above average)
Four projects	-	90% (very good)
Five or more projects	-	100% (excellent)

II. APPROACH & METHODOLOGY (150 points)**A. Understanding of Objectives (60 points)**

Criteria: General understanding of the project requirements; coverage of principal components as requested in TOR; and site visit assessment.

Factors to consider: Maximum points are to be given if all three aspects are positively judged.

- Excellent understanding of objectives, complete coverage of component, evidence of site visit – 100%
- Good understanding of objectives, substantial coverage of component, site visit – 90%
- Good understanding of objectives, substantial coverage of component, no site visit – 80%
- Average understanding of objectives, general coverage of component – 70%
- Repeat of TOR, no evidence of independent assessment – 50%
- Non-responsive – 0%

B. Quality of Methodology (40 points)

Criteria: The degree of which the presented approach matches the requirements of the TOR.

Factors to consider: Assessment of the inter-relationship of work program and methodology write-up. A consistent relationship is to be given maximum points.

C. Innovativeness/Comments on Terms of Reference (20 points)

(Not more than two pages)

Criteria: Evidence of an alternative and unique approach, which would improve the quality of the project.

Factors to consider: A workable alternative is to be given maximum points. No innovativeness to be given zero points.

D. Work Program (30 points)

Criteria: To include organization chart; work program including an organization chart and graphical presentation of work plan (bar chart) and staffing schedule.

Factors to consider: The organization chart is to be assessed on the relationship between client and consultant together with the project management and counterpart arrangements.

The Staffing Schedule in the format of Appendix IV (**FORM TECH-2**) of the Invitation Letter (copy attached) is to be assessed on suitability and phasing; Work Program to be assessed on logical sequence of events.

III. **PERSONNEL** (350 points)

A. **Expert or Expertise**

Team Leader	150
Senior Engineer	100
Quality Control Engineer	100
TOTAL	350

Bill Engineer, Site Engineers (Electrical -01 nos., Civil – 03 nos. And Mechanical – 01 nos.) and Back office support for approval of drawing & design (2 nos.) to be provided though their CV will not be considered for evaluation.

Team Leader and Senior Engineer proposed in the RFP for evaluation may not be replaced during the agreement period except any unavoidable situation like resignation, illness arises.

Criteria: Separate assessment of each expert against the expertise and biodata provided.

Factors to consider: Each expert or area of expertise is to be evaluated (using Biodata sheet as per **FORM TECH-3** against the tasks assigned in accordance with four main criteria (see attached Personnel Evaluation Sheet and Summary Evaluation Sheet).

Each area of expertise is to be evaluated against the task assigned in accordance with the four main criteria:

- i) general experience such as academic qualifications and number of years in the business (20%);
- ii) project related experience based on the number of relevant projects implemented (70%);
- iii) whether the expert is a permanent employee which is worth 10% for team leader and 10% for all other team members.

NAYA RAIPUR DEVELOPMENT AUTHORITY

**Please
read
contents
carefully**

**SECTION 3.
TECHNICAL PROPOSAL STANDARD FORMS****CONTENTS**

FORM	TITLE
Form TECH-0	Letter of Proposal
Form TECH-1	Description of Experience of Bidder
Form TECH-2	Not Used
Form TECH-3	Curriculum Vitae (CV) format to be submitted with the Proposal
Form TECH-4	Summary of information on proposed experts
Form TECH-5	Format for Proposal Security

REQUEST FOR PROPOSAL

Selection of PMC for development of Sewerage Collection, Treatment and Reuse system including Operation and Maintenance for Zone 4 and Specified Area at Naya Raipur

FORM TECH-0

Letter of Proposal
(On Applicant's letter head)

Dated:

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

Sub: Selection of consultant for development of Sewerage Collection, Treatment and Reuse system for Zone 4 & specified area at Naya Raipur Phase

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 express 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 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

REQUEST FOR PROPOSAL

Selection of PMC for development of Sewerage Collection, Treatment and Reuse system including Operation and Maintenance for Zone 4 and Specified Area at Naya Raipur

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.
- 8 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.
- 9 I/ We declare that we are not a Member of a/ any other firm submitting a Proposal for the Project.
- 10 I/ We certify that in regard to matters other than security and integrity of the country, 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.
- 11 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.
- 12 I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
- 13 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.
- 14 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.

-
- 15 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.
- 16 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 Concession.
- 17 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.
- 18 I/We offer a Proposal Security of Rs. 1,00,000/- (Rupees One Lakh only) to the Authority in accordance with the RFP Document.
- 19 The Proposal Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.
- 20 I/We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Proposal is not opened.
- 21 I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Proposal Due Date specified in the RFP.
- 22 I/We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature of the Authorised signatory)

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

FORM TECH-1

**DESCRIPTION OF EXPERIENCE OF BIDDER TO
ILLUSTRATE QUALIFICATIONS**

Please provide information only a project for which your firm was legally contracted by the client as a Corporate entity or as one of the members within a consortium

Project Name:		Country:
Project Location within Country:		Professional Staff Provided by your Firm: No. of Staff: No. of Person-Months:
Name of Client:		Responsibilities of your firm – Lead or Associate
Start Date (Month/Year):	Completion Date: (Month/Year)	Approx. Value of Services (INR):
Name of Associated Firm(s), if any:		No. of Person-Months of Professional Staff Provided by Associated Firm(s):
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Detailed Narrative Description of Project:		
Detailed Description of Actual Services Provided by your Company:		

Firm's Name: _____

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Supporting Documents for demonstrating the Eligible Experience of the Bidder

The supporting documents to be submitted by the Bidders are set out below:

1. In case of completed projects, any one of the following documents could be submitted to demonstrate fulfilment of the conditions.
 - a. Completion certificate from the client; or
 - b. Certificate from the Statutory Auditor/Independent Auditor indicating the experience.

Completion certificate from the client should clearly set out the name of the project, activities undertaken, capacity of the project in terms of project cost.

With respect to capacity of the project in terms of project cost, in case the same is not set out in the completion certificate from the client, the Bidders can submit a certificate from Statutory Auditor indicating the same.

2. In case of ongoing assignments, copy of the Agreement executed with the client along with a letter from the client setting out the date of commencement of services.
3. In case project has been undertaken by the Bidder as a member of a consortium, certificate from the Client or Statutory Auditor setting out
 - a. Fee distribution statement between the members of the consortium, which shall set out (a) total billing by the consortium on the Client and (b) share of billing of the Bidder of such total billing amount.
 - b. Work allocation between the members of the consortium (where ever applicable).

Not Used

FORM TECH-3

CURRICULUM VITAE (CV) FORMAT TO BE SUBMITTED WITH PROPOSAL

1.	PROPOSED POSITION FOR <u>THIS</u> PROJECT	:	(ONLY ONE CANDIDATE SHOULD BE NOMINATED FOR EACH POSITION)
2.	NAME	:	
3.	DATE OF BIRTH (Maximum age for all the personnel shall be 55 years or less)	:	
4.	NATIONALITY	:	
5.	PERSONAL ADDRESS	:	
	TELEPHONE NO.	:	
	FAX NO.	:	
	E-MAIL ADDRESS	:	
6.	EDUCATION (The years in which various qualifications were obtained must be stated)	:	
7.	OTHER TRAINING	:	
8.	LANGUAGE & DEGREE OF PROFICIENCY	:	
9.	MEMBERSHIP IN PROFESSIONAL SOCIETIES	:	
10.	SIMILAR PROJECT & SIMILAR WORK	:	

REQUEST FOR PROPOSAL

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11.	EMPLOYMENT RECORD FROM : TO : EMPLOYER : POSITION HELD AND : DESCRIPTION OF DUTIES :	(Starting with present position, list in reversed order <u>every employment held and state the start and end dates of each employment.</u>) (Clearly distinguish your " employer " as an employee of the firm from a " client " for whom you have worked as a consultant or an adviser.)
12.	DETAILED TASKS ASSIGNED (In this column, list tasks one by one and support each task by project experience in the right hand side column.)	: WORK UNDERTAKEN THAT BEST ILLUSTRATES CAPABILITY TO HANDLE THE TASKS ASSIGNED. (In this column, list project name, location, year, position held, i.e., Team Leader, Hydrologist, Agricultural Economist, etc. and <u>exact duties rendered and time spent on each project.</u>)
13.	CERTIFICATION (Please follow exactly the following format. Omission will be seen as non-compliance)	

I, the undersigned, certify that to the best of my knowledge and belief, this biodata correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I have been employed by [name of the firm] continuously for the last (12) months as regular full time staff
(indicate yes or no in the following boxes):

Yes No

SIGNATURE:

DATE OF SIGNING:

| | |
 Day Month Year

REQUEST FOR PROPOSAL

Selection of PMC for development of Sewerage Collection, Treatment and Reuse system including Operation and Maintenance for Zone 4 and Specified Area at Naya Raipur

FORM TECH-4

SUMMARY OF INFORMATION ON PROPOSED EXPERTS

Naya Raipur Development Authority, Raipur (CG)

Family Name, First Name	Proposed Position for the Project	Employment Status with Firm (full time regular staff or other)	Education/ Degree (Year/Institution)	No. of Years of relevant project experience	CV Signature (by Expert/by Other)
Name to be specified. Team Leader and Senior Engineer proposed in the RFP for evaluation may not be replaced during the agreement period except any unavoidable situation like resignation, illness arises.	Team Leader				
	Senior Engineer				
Name and CV of the personnel with requisite qualification and experience, as indicated in this RFP, to be submitted, along with the proposal. The same will be evaluated. However a bidder will have option to substitute one or more personnel proposed under Quality Control Engineer, Bill Engineer and Site Engineer with equal or higher qualified personnel, before signing of contract agreement	Quality Control Engineer				
	Bill Engineer				
	Site Engineer (Electrical)				
	Site Engineer (Civil):				
	<i>Site Engineer (Civil) 1</i>				
	<i>Site Engineer (Civil) 2</i>				
	<i>Site Engineer (Civil) 3</i>				
Name and CV of the personnel with requisite qualification and experience, as indicated in this RFP, to be submitted by the selected bidder for Back Office Support, before the signing of agreement. This will be a pre-condition to the signing of agreement.	Site Engineer (Mechanical)				
	Back office support for approval of drawing & design:				
	<i>Personnel 1</i>				
	<i>Personnel2</i>				

REQUEST FOR PROPOSAL

Selection of PMC for development of Sewerage Collection, Treatment and Reuse system including Operation and Maintenance for Zone 4 and Specified Area at Naya Raipur

FORM TECH-5

FORM OF PROPOSAL SECURITY (BANK GUARANTEE)

To
 The Chief Executive Officer
 Naya Raipur Development Authority
 In front of Mahanadi Dwar of Mantralaya,
 Raipur 492 001, Chhattisgarh

WHEREAS _____ [**Name and address of the Consultant**] (hereinafter called "the **Bidders**") has undertaken, in pursuance of Request for Proposal No. _____ dated _____ to provide the Consultancy services for _____ [**Name of contract and brief description of works**) (hereinafter called the "the **Contract**") and other related documents (hereinafter collectively referred to as "Bidding Documents"),

AND WHEREAS it has been stipulated by you in the said Contract that the Bidders shall furnish you with a Bank Guarantee by a Scheduled Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Bidders such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the

Bidders up to a total of _____ [**amount of Guarantee which is Rs. One Lakh**] _____ [in words _____], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you such amount in favour of CEO, NRDA through our branch operable at Raipur at _____ (provide the address of the branch at Raipur) and if invoked, be encashable at _____, branch of _____ bank in Raipur, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [**amount of Guarantee**] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidders before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be

REQUEST FOR PROPOSAL

Selection of PMC for development of Sewerage Collection, Treatment and Reuse system including Operation and Maintenance for Zone 4 and Specified Area at Naya Raipur

made between you and the Bidders shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Bidders or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ and the guarantee shall remain valid till _____. Unless a claim or a demand or a request for extension in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

This guarantee shall be valid until 210 days from the due date of submission of Proposal.

This Bank Guaranty no. _____, dated _____ shall be operative at Raipur and if invoked, be encashable at the _____ [name of the bank and its branch at Raipur], branch code no.: _____

Signature and Seal of the Guarantor _____

Name and Designation _____

Name of the Bank _____

Address _____

Date _____

In presence of

1. _____
(Name, Signature & Occupation)

2. _____
(Name, Signature & Occupation)

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NAYA RAIPUR DEVELOPMENT AUTHORITY

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**SECTION 4.
FINANCIAL PROPOSAL STANDARD FORMS**

CONTENTS

• Financial Proposal Standard Forms

• Forms to be used

Form FIN-1 Remuneration: Proposed Billing Rates for Experts

Form FIN-2 Acknowledgement of Compliance

SECTION 4. FINANCIAL PROPOSAL STANDARD FORMS

1. FORM FIN-1

Remuneration including overheads: Proposed Billing Rates for Experts

1.1 The purpose of Form FIN-1 is to identify the monthly billing rates for each personnel including overheads to be deployed by the **Bidder** as part of its proposed team of personnel.

1.2 The following details shall be shown for each expert:

- (i) Position – same as that shown on Staffing Schedule (Form TECH-2, Section 3)
- (ii) Currency – expert is to be paid in Indian Rupees
- (iii) Rate per Month – remuneration rate in Indian Rupees
- (iv) Months – number of months input to match that shown on the Staffing Schedule (Form TECH-2, Section 3).
- (v) Total Amount – total remuneration per expert

2. Office operation Expenditures

Office Operation Expenditure made by the Consultant shall be paid every month, upto a maximum of 10% (Ten Percent) of total remuneration amount of a bill of particular month. The Office Operation Expenditure shall be paid on submission of a certificate of a chartered accountant certifying the amount spent during a month.

3. FORM FIN- 2 Not Used

4. FINANCIAL PROPOSAL SUBMISSION

The hard copy of the Financial Proposal shall include all the information contained in Forms FIN-1 in accordance with Sub-Clause 5.1 of Section 2, Instructions to Bidders. In the event of any difference between the substance of the electronic copy of the Financial Proposal and the Hard Copy, the Hard Copy shall be the controlling version used for

purposes of scoring of the Financial Proposal and ranking of the Technical and Financial Proposals.

REMUNERATION

S. No.	Position	Currency (INR)	Rate per month	Duration of Deployment (Months)	Total Amount (INR)
1	2	3	4	5	6=4X5
1.	Team Leader	INR		21	
2.	Senior Engineer	INR		21	
3.	Quality Control Engineer			16	
4.	Bill Engineer			16	
5.	Site Engineer (Electrical)	INR		8	
6.	Site Engineer (Civil):				
a.	<i>Site Engineer (Civil) 1</i>	INR		16	
b.	<i>Site Engineer (Civil) 2</i>	INR		12	
c.	<i>Site Engineer (Civil) 3</i>	INR		12	
7.	Site Engineer (Mechanical)	INR		8	
8.	Back office support for approval of drawing & design:				
a.	<i>Personnel 1</i>	INR		8	
b.	<i>Personnel2</i>	INR		8	
A.	Total Remuneration				
B.	Office Operation Expenses @ 10% of Total Remuneration				
C.	Estimated Total Price (ETP) of Financial Proposal = A + B				

Estimated Total Price (ETP) of Financial Proposal in words:**Note:**

1. Service Tax at the applicable rate shall be paid by NRDA separately to the Consultant.
2. The filled up Form Fin-1 should be submitted as per prescribed procedure mentioned in clause 5 & 6 of this RfP.

FORM FIN-2

Not Used

REQUEST FOR PROPOSAL

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**SECTION 5
BACKGROUND INFORMATION
AND TERMS OF REFERENCE**

SECTION 5
BACKGROUND INFORMATION AND TERMS OF REFERENCE

Project Background Information:

4.1 PROJECT OBJECTIVE

Naya Raipur Development Authority wishes to develop the city of Naya Raipur with state of art type of features and is aiming to provide world class facility in the region.

The project, being green field development, necessitates the construction of totally new infrastructure systems. According to the development plan of Naya Raipur, the new capital city will have its own water supply and distribution, sewerage, storm water drainage and solid waste management systems in line with the planning and development norms with the appropriate agencies, as applicable.

4.2 TIME OF COMPLETION

Time of completion of all the works shall be **18months (inclusive of moonsoon period)** from the date of issue of notice to commence.

4.3 SCOPE OF WORK

The scope of work includes “**Development of sewerage collection, treatment ,reuse system including operation and maintenance for Zone 4 and specified area at Naya Raipur**” with the following Works for the specified components on item rate and tunkey basis as detailed below,

Type of Work	Description of Works	Tender Basis
Part A: Sewerage collection system and conveyance of recycled treated sewage effluent system	a) Survey, Investigation, Design, Supply, installation, testing, and commissioning of 22 kms of RCC pipes (NP3/NP4) having diameters ranging from 200mm to 900mm with RCC Precast manholes having depths ranging up to 6.0m as per the design along with the allied items & works. b) Survey, Investigation, Design, Supply, installation, testing, and commissioning of rising main for 8.0 km of PN10 rating, HDPE pipe made of PE 100 grade, having diameter up to 500mm for distribution of treated sewage effluent.	Item Rate Works
Part B: Sewage Treatment Plant, Treated Sewage Effluent Pumping Station and all other Civil	1. Survey, Investigation, Design, Supply, Construction, Erection, testing, training, 3 months Trial run and commissioning of 17.5 mld capacity sewage pumping station, and 10 mld capacity of Sewage treatment plant based on Sequential Batch Reactor Technology with tertiary treatment for reuse, internal roads, pathway, storm water drain, boundary walls and MS gates, administrative block, Landscaping and	Turnkey Works

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works	Gardening, internal lighting and external street lighting, including construction of Substation as per the requirement.	
Part C: Operation and maintenance	<p>a) Operation and maintenance of 72months after successful defect liability period for part A works.</p> <p>b) Operation and maintenance of 72months after successful defect liability period for part B works.</p>	Turnkey Works

(a) **Part A: Item Rate Works**

1. Preamble

This is a Contract for Survey, Investigation, design, supply, construction, operation and maintenance of a sewage collection system and Treated sewage effluent Rising main for Naya Raipur City. The Employer has carried out surveys, investigations and preliminary designs of important components. Suitable locations of Sewage treatment plant have been finalized and the required land identified and acquired or being acquired. The details of the same have been presented in the subsequent subsections and elsewhere in the document. The main parameters and specifications decided upon and laid out in the document are to be honored and maintained. However, detailed design and preparation of working drawings are required to be done before construction and procurement commences, and form a part of the Contractor's responsibility. The Contractor is responsible for ensuring that the Project when commissioned fulfills the objectives for which it has been designed. The Contractor is required to double check the stipulations, surveys, investigations and design of the system independently. He may propose upgrades where he feels that a change is required to achieve the objectives.

It is the intent of the Employer to construct a facility using the highest standards for construction and supply of Plant and equipment to enable a sustained, reliable system for performance over next 50/100 years.

2. General Scope of Work

The scope of work under this Contract includes the design and construction of all Works for the sewerage system as described in subsequent paras, sufficient to collect the sewage, and other works listed herein or any other works necessary to achieve the above objective and complete the system as per the specifications and Employer's Requirements, including operation and maintenance of the entire system for 6 years.

A 11 KV electric power feeder shall be made available to contractor with in 200 meters of campus boundary. The contractor shall have to make his own arrangements for carrying the 11 KV main, inside boundary and for construction of electric sub stations of 11/0.44 capacity as per requirement The connection at take-off structures with necessary equipment (such as insulators, ACSR, hardware, clamps and connectors etc.) shall be in the scope of Contractor.

Generally the following activities shall be carried out for each component of this Contract, but shall not be limited to:

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(a) Investigations, Surveys and Submissions

- (i) Setting up fully equipped/staffed field offices to carry out the required surveys and investigations and preparing the necessary designs and drawings at the very start of the Contract. The design offices shall interact with the Employer's staff to ensure team work for early submission and approval of the design and drawings required.
- (ii) Carrying out necessary topographical survey/sub soil investigations for sewage collection system, in consultation with the Employer's Representative so as to verify and check the data provided in the document.
- (iii) Carrying out required subsoil investigations for design of foundations including the tests for determination of safe load. Carrying out various other subsoil investigations such as the type of soil, the strata, and the level of ground water, optimum moisture content, soil resistivity and chemical composition, bearing capacity, etc., as may be required.
- (iv) Carrying out required raw water quality analysis if required.
- (v) Preparation of system designs where required (e.g. sewage collection system) for approval of the Employer's Representative. The alternate proposal shall be included in the offer.
- (vi) Planning, design and preparation of the working drawings for the proposed Works. Preparation and submission of the L-sections, layout plans and cross sections and conceptual drawings etc. and all other drawings at appropriate scale and details for planning and construction of all components of the project.
- (vii) Submission of documents (designs, drawings, data sheets, etc.) and samples required according to the Contract for approval by the Employer's Representative of all design and drawings, material to be used, equipment specifications, etc., prior to construction.
- (viii) Preparation and submission of Drawing of all structures proposed to be constructed for approval.
- (ix) Preparation of the structural design and drawings (including reinforcement detailing) for all the Works taking into consideration the functional reliability and structural safety of the buildings.
- (x) Preparation and submission of all detailed working drawings on the basis of conceptual designs and plans approved by the Employer's Representative.

(b) Works

- (i) Setting up of suitably equipped/manned field offices for supervision of the works for the Contractor's staff and the Employer's Representative and Engineers.
- (ii) Development of suitable storage spaces for construction material and equipment to be received for the works.
- (iii) Identification of suitable quarries/sources for construction material and get them approved from the Employer's Representative.
- (iv) Setting up, and staffing with qualified engineers/ technicians, of suitable laboratories for following the Quality Assurance Program.

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- (v) Setting up of suitable labour camps with all water and sanitation arrangements and other facilities required under the relevant Labor laws.
 - (vi) Implementation of all the environmental and relevant social mitigation measures as required.
 - (vii) Making arrangements for equipment and material required for maintaining safety of the sites and the workmen on site (helmets, boots, jackets, safety belts, gloves, scaffolding, barricading, etc.)
 - (viii) Submission of initial work program and updating the same every month for approval by the Employer's Representative.
 - (ix) Site clearance and levelling of site. Layout of the works as per the approved drawings.
 - (x) Disposal of surplus soils as directed by Employer's Representative, construction of civil components of all the units, and maintaining the construction site in orderly manner.
 - (xi) Carrying out tests on materials received and finished works and maintaining complete records and registers required on site.
 - (xii) Manufacturing, shop testing, pre-dispatch inspection, packaging, transportation to site, providing transit insurance, storage, handling at site, installation, sectional testing, pre-commissioning testing, trial runs and commissioning of all components of the system including the pipes, fittings, hydraulic, mechanical, electrical, electro-mechanical and instrumentation equipment.
 - (xiii) Providing spares, tools and tackles.
 - (xiv) Remedying the defects during the Contract period
 - (xv) Site Clearance and tidying up and restoration of the premises after completion of the Works
 - (xvi) Submission of 'As Built' drawings and Operation and Maintenance Manuals
- (c) **Operation and maintenance, preventive maintenance and repair of complete system for 72 months.**
- (d) **Training of the NRDA staff on all aspects of Operation and maintenance of the full system.**
- (e) **Handing over of the full system at the end of the O&M Period to NRDA.**

3. System Components

The project contemplates execution and satisfactory commissioning of Underground Sewerage System for the Naya Raipur City and the major components of the system are:

(a) Collection & conveyance System

Designing ,Providing & laying and operation and maintenance for 6 years of sewage collection network covering entire Raya Raipur with RCC NP-4 & NP-3 pipes having diameters ranging from 200 mm to 900 mm ,total length about 21791 m with ancillary structures like R.C.C precast manholes etc.

Diameter wise abstract of pipelines: The quantity given below is tentative. The final length of sewers to be laid may vary at the time of design and

execution.

DIA (mm)	LENGTH (m)
200 mm	2672.00
250 mm	2875.00
300 mm	2357.00
400 mm	2899.00
500 mm	6338.00
600 mm	1736.00
700 mm	972.00
800 mm	793.00
900 mm	1149.00
Total	21791.00

Contractor should follow following criteria/norms while designing sewage collection system.

I. General

This system design shall be essentially based on design criteria based on present practice as spelt in the manual on sewerage and sewage treatment published by CPHEEO, manuals and codes of other nations, studies reported in literature and papers in journals etc. Where possible, changes may be suggested to evolve a more efficient design to effect economy in cost, within the constraints of an acceptable performance level for individual components and without comprising engineering.

2. Design Aspects

Sewers are to be designed to carry estimated peak flows generated in the year 2042 and to run partially full at all flows. The pipes designed to flow at depths where the maximum permissible depth of flow in sewers for established velocity criteria shall be tabulated. From considerations of ventilation in wastewater flow, sewers shall be designed to flow partially full at ultimate peak flow. To ensure that deposition of suspended solids does not take place, minimum self-cleansing velocities to be attained once in a day need to be considered in the design of sewers. The minimum partial velocities during peak flow suggested are 0.8 m/s and the maximum velocity 3.0 m/s. This velocity is adequate to keep a wide range of particles encountered in the wastewater system in suspension.

3. Pipe Material for Collection System

Reinforced Cement Concrete (R.C.C.) pipes, with rubber gasket at joints are proposed for sewers as those are proven. Sulphate Resistance Cement shall be used for the construction of pipes and manholes for sewerage system.

(3) Manholes

Manholes will be provided at all junctions, change of sewer size, gradient and alignment. The maximum C/C distance between manholes shall be 30 m on a straight run.

The manhole cover shall be manufactured from FRP/GRP using Isophthalic polyester resin with top 5mm thickness, which shall be the integral part of the manhole cover, to be highly abrasion resistant. Keyholes and keys shall be provided in the manhole covers to facilitate their placement in the frames & for their operative maintenance during use in field. The weight of FRP/GRP circular manhole cover shall be 40 kg. With tolerance of + 5 kg.

The opening of manholes shall be 560 mm. The bottom slab of manhole shall be of reinforced concrete, wherever required, depending on site conditions.

(4) Flushing Arrangements

Flushing arrangements shall be provided to extreme upstream manholes of the systems wherever required. Sudden enlargement depends upon the ratio of diameters. Each individual case needs to be studied from various aspects such as operation of pumps, the specified limits, availability of land required for duplicating the main in future, etc.

4 Rising main

The treated sewage effluent from sewage treatment plant and after tertiary treatment is to be pumped for reuse purpose as directed through HDPE pipes of diameter as per BOQ. All design procedure shall be as per CPHEEO manual with relevant IS codes.

(b) Part B: Turnkey Works

1. Preamble

This is a Contract for Survey, Investigation, Design, Supply, Construction, Erection, testing, training, 3 months Trial run and commissioning of 17.5 mld capacity sewage pumping station and 10 mld capacity of Sewage treatment plant based on Sequential Batch Reactor Technology with tertiary treatment for reuse, internal roads, pathway, storm water drain, boundary walls and MS gates, administrative block, Landscaping and Gardening, internal lighting and external street lighting, including construction of Substation as per the requirement.

The Employer has carried out surveys, investigations and preliminary designs of important components. Suitable locations of Sewage treatment plant have been finalized and the required land identified and acquired/ being acquired. The details of the same have been presented in the subsequent subsections and elsewhere in the document. The main parameters and specifications decided upon and laid out in the document are to be honored and maintained. However, detailed survey, investigation, design and preparation of working drawings are required to be done before construction and procurement commences, and form a part of the Contractor's responsibility. The Contractor

is responsible for ensuring that the Project when commissioned fulfills the objectives for which it has been designed. The Contractor is required to double check the stipulations, surveys, investigations and design of the system independently. He may propose upgrades where he feels that a change is required to achieve the objectives.

It is the intent of the Employer to construct a facility using the highest standards for construction and supply of Plant and equipment to enable a sustained, reliable system for performance over design period.

2. General Scope of Work

The scope of work under this Contract includes the design and construction of all Works for the Wet well with pumping station, sewerage treatment plant and tertiary treatment plant complete with treated water tank and pumping arrangement complete system on turn key basis with all related works listed herein or any other works necessary to achieve the above objective and complete the system as per the specifications and Employer's Requirements, including operation and maintenance of the entire system for 6 years.

A 11 KV electric power feeder shall be made available to contractor within 200 meters of campus boundary. The contractor shall have to make his own arrangements for carrying the 11 KV main, inside boundary and for construction of electric sub stations of 11/0.44 capacity as per requirement. The connection at take-off structures with necessary equipment (such as insulators, ACSR, hardware, clamps and connectors etc.) shall be in the scope of Contractor.

Generally the following activities shall be carried out for each component of this Contract, but shall not be limited to:

(a) Site clearance:

The contractor can take up the works of site clearance and grading and other mobilization works with the permission of the Engineer after award of the contract, however before taking up construction, contractor shall be responsible for preparing and submitting for checking and approval by the Engineer.

(b) Topographic Survey:

The contractor shall carry out detailed topographic survey by setting up fully equipped/staffed field offices to carry out the required surveys for the proposed feasible location of all the pumping station, treatment plants and preparing the necessary survey drawings at the very start of the Contract. The design offices shall interact with the employer's staff to ensure team work for early submission and approval of the drawings as required.

(c) Geotechnical Investigations:

The contractor shall carry out geotechnical Investigation work at the proposed location of treatment plant through a specialist firm, approved by the engineer. The no. of bore holes to be taken, depth of boring etc. shall be decided in consultation with the Engineer-in-Charge. The contractor has to provide the

hard and soft copies of the test reports for the parameters such as, the type of soil, the strata, and the level of ground water, optimum moisture content, soil resistivity and chemical composition, bearing capacity, etc., as may be required. If the bearing capacity of the soil found lower than that is mentioned in the soil report provided with the tender document, the lower of the two values shall be considered for design.

(d) Design of Treatment units

The contractor shall prepare system designs where required (e.g. Sewage treatment plant, tertiary treatment plant, pumping stations refurbishment, surge protection system, power supply system, automation, local SCADA systems for monitoring and control, communications etc.) for approval of the Employer's Representative.

Sewage treatment plant shall be designed based on Sequential Batch Reactor Technology with tertiary treatment for irrigation usages. The design parameter value given in **Annexure 1** and the guidelines wherever given in bid document shall be adopted for the design of treatment units and mentioned in the latest CPHEEO manual on sewerage and sewage treatment, Gol .

Contractor shall provide his own Concept of SCADA system for the turnkey works for smooth operation and proper monitoring of the system subject to approval by employer.

(e) Design and Drawing Preparation:

Preparation of process , hydraulic , general arrangement, piping and structural designs drawings of all units including civil, architectural,electrical,mechanical, plumbing, pumping main and erection drawings and submission of all these designs and drawings for approval of Engineer.

Schedule for designs,drawings and execution, Bar Charts-CPM –Pert network for stage wise activities of construction sewage treatment plant,pumping stations. etc.

During the course of construction and its completion the contractor shall submit the following drawings /documents for civil, Mechanical and electrical works.

- i. Revised drawings and design according to the requirement of engineer.
- ii. Six sets of final and approved drawings and design duly bound.
- iii. Six sets of manual of operation and maintenance of the plant with as built drawings and operation and maintenance document from the equipment manufacturer.

(f) Layout Plan:

The layout plan shall be prepared for the entire site showing the location of pumping stations, treatment plant and disposal and reuse pipeline on the basis of process / sizing design indicating sizes of various units with in the area of the site. The minimum distance of the two structures shall be 2.5m and is to be got approved from the engineer.

(g) **Architectural Drawings:**

The architectural drawings for all building and pumping stations shall be prepared and got approved from the engineer.

(h) **Structural Design:**

Civil structural design calculations, reinforcement drawings and details of Bar bending schedule for each unit to be submitted for approval and for execution purpose. Structural design of for all structures shall be done in accordance with the provisions in IS Code. Water Retaining structures and building works shall be designed for M25 grade concrete as per IS Code specification. All the foundations and sub structures shall be designed for submerged or saturated soil condition as the case may be considering the ground water table for design purpose. All the buildings shall be only framed structure and designed as per IS code latest Revision. For relevant concrete grade.

(i) **Electrical and Mechanical design:**

Preparation of design details for electrical and mechanical equipment, technical details of pipes, valves, pen stock gates and other drawings including single line diagram etc. As per specification mentioned under this chapter "Electrical and mechanical Specification"

(j) **Design and Drawings Approval:**

The Contractor shall supply to the Employer's Representative **3 (three) copies** each of the initial design calculations for the process and sizing of all components of the System including architectural, structural, mechanical, electrical and instrumentation equipment, supported by flow diagrams and general arrangement drawings for approval. It is a matter of high priority that the Contractor ensures the submission and finalization of such designs and drawings in the stipulated time schedules as elaborated elsewhere. It is the intention of the Employer to ensure that the approval of such submissions is made expeditiously and in time. The Contractor is therefore required to setup his design office in Naya Raipur (fully equipped and staffed) to enable continuous submission, interaction and timely clearances. **The Employer intends to keep a team of experts / PMC available constantly during the initial six months** to review and comment / approve the submissions expeditiously.

The Employer shall arrange to send observations if necessary **within 14 (fourteen) days** of submission of the design and drawings for modifications to the Contractor. The Contractor shall incorporate all necessary comments of the Employer's Representative in the above design and drawings, if any, and shall re-submit further 3 (three) copies each of the revised design and drawings within 14 (fourteen) days for final approval of the Employer's Representative. The Contractor shall thereafter submit 6 (six) copies each of the approved design and 6 (six) copies each of the approved drawings together with one copy each of the reproducible tracings. This ensures approval of the final design/drawing within one month of first submission. If the submissions require more than one round of revision on account of incomplete compliance from Contractor, the delay will be on account of the Contractor. If new observations are given by the Employer's Representative, the Contractor

will be entitled to take an additional 14 day period for compliance.

(k) Construction of pumping stations and treatment plant

Design, Supply, construction, erection, of 17.5mld capacity sewage & effluent pumping station, 10mld capacity of Sewage treatment plant based on Sequential Batch Reactor Technology with tertiary treatment for urban usage2.

The contractor shall ensure the technical feasibility of their offer, after inspecting the site. It must be understood that part B, portion of work is a turnkey contract and the firm shall be required to execute every such item of work which is considered necessary for satisfactory completion and commissioning of the plant, even though such items are not specified in the tender documents.

All the above mentioned works under the Turnkey contract scope are to be designed and executed in respect to civil, electrical, mechanical and instrumentation technical specifications and requirements.

(l) Miscellaneous Works

i. Transportation

The Contractor shall provide 2 (Two) number new vehicle, Mahindra Scorpio Turbo 2.6 DX- M hawk Top model fully loaded (air-conditioned) 8 seater and 1 (one) number new vehicle, Mahindra Bolero SLX 4WD (air-conditioned) fully loaded along with chauffeur and fuel at the disposal of the Engineer and for the use by NRDA and its representatives in connection with the project during the period of the execution of the Project. The Contractor will bear all expenses, connected with the operation and maintenance of this vehicle including driver's wages, overtime and other benefits, cost of the fuel, lubricant, repairs and maintenance, insurance, etc. to the satisfaction of NRDA. The Contractor shall be required to bear the fuel expenses towards 7500 kilometers of cumulative distance traveled by the vehicles per month. Each vehicle shall be subject to an average maximum mileage of 45,000 kilometers per annum per vehicle. The vehicle shall be replaced with new vehicle after maximum run of 1,00,000 kilometers. In case of break down or non availability of vehicle the NRDA will hire the vehicle at the risk and cost of the contractor. The vehicles may be withdrawn after 3 (three) months of COD.

ii. Computer and other Site Equipments

The Contractor shall install 2 (Two) new computers for design and project monitoring in the office indicated by NRDA and shall also provide necessary stationery and furniture. The Contractor shall also provide 2 (Two) laptops. The Contractor shall also appoint one computer operator and one stenographer at the office. The Contractor shall provide the computers and other Site equipment through the Contract Period and shall be responsible for repair and replacement of the same, as and when required. The configuration of both computer and laptop is as under:

(a) 2 (Two) DELL OPTIPLEX 320 DT (or approved equivalent) with

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- 1 GB Ram, 17" TFT LCD Colour Monitor and 3 years warranty
- (b) 2 (Two) LAPTOP – DELL INSPIRON 6400 NOTEBOOK (or approved equivalent) with 1 GB Ram and 3 years warranty
 - (c) Licensed Software (Latest versions, where available) including Window Vista Professional, AutoCad 2007, Microsoft Office 2007, Microsoft Project 2007, latest Antivirus for project period.
 - (d) Printers and Other Peripherals
 - (i) 2 (two) HP Laser Jet 1320 Printer
 - (ii) HP model A3 colour printer
 - (iii) UPS for all equipments
 - (iv) All computers at site and head office shall be interconnected by LAN connection as well as with a 24 hour broadband internet connection.

iv. Office Space for NRDA

The Contractor shall construct and provide 2 (Two) temporary offices for NRDA at the Project Site at locations indicated by NRDA. The Contractor shall provide site offices at two suitable locations each of 1000 sqft. with boundary wall as designated by NRDA. These offices can be used in future for maintenance office purpose. The Contractor shall provide facilities in such offices which are similar to those provided in their own offices.

(m) Testing and Trial Run

After execution of the works the Contractor shall make testing and trial runs of the individual components. A continuous operation of the component for a period of 7 days to the satisfaction of the Employer's Representative will be deemed to demonstrate satisfactory completion of trial run for the individual component. **The cost of electricity, chemicals and other consumables for operation and maintenance of the System during the period of this trial run will be borne by the Contractor.** The costs towards the Contractor's Representative and other operating personnel during the said period of trial run, along with cost of tools and spare parts, which are required for operation and maintenance of the plant and equipment during the trial run period shall also be borne by the Contractor and shall be included in Contract Price. In the event that the System or any of the facilities do not satisfactorily achieve the required performance standards during this period, the trial run period shall be extended until such time as the Contractor has satisfactorily rectified any deficiencies as may be necessary to satisfy the performance requirements, at the risk and cost of the Contractor.

(n) Commissioning

On completion of the Trial Run, commissioning of the System shall be done by the Contractor. The commissioning of the system shall be considered as fully achieved after the full system has run continuously for a period of 15 days during trial period without any breakdown to the satisfaction of Employer's Representative. If continuous run is not achieved fully to the satisfaction of Employer's Representative, the Contractor has to do the needful to achieve

the same at his cost. All the costs thereof, including the cost of staff, maintenance, and any other consumables for operation and maintenance of the system during the period of commissioning except for the chemicals used and electricity consumed during the commissioning period shall be borne by the Contractor.

(o) 12months defect Liability period

The Contractor should compulsorily provide and maintain minimum number of staffs as mentioned in **Annexure -II** of Employer's Requirement for the 12 months Defects Liability Period, following successful completion of the Trial Run period and issuance of the Taking - Over Certificate. The personnel provided by the Contractor shall be fully experienced in managing, repairing and maintaining all aspects of the plant and facilities and shall be responsible to monitor and ensure the successful performance of the system throughout the Defects Liability Period, and shall be responsible to ensure that the Employer's Personnel are provided with on the job training as may be necessary to ensure uninterrupted and satisfactory performance of the plant and facilities by the Employer's Personnel after completion of the Defects Liability Period, and issuance of the Performance Certificate.

The Contractor will be required to rectify any deficiencies which are attributable to defects in the workmanship or quality of material; plant or equipment during this period.

The contractor will be responsible for ensuring uninterrupted working of the plant ,for this, it is the duty of the contractor to keep ready the spares required in case of break down in electrical or mechanical site (that means replacement or non availability of spare parts should not be an excuse for keeping the plant shut in the event of malfunction or break down)

(p) Any other item of works:

Any items of work, either supply and or erection of material/equipment which have not been specifically mentioned in the specification but are necessary for operation and guaranteed performance of the entire plant, and equipment offered shall be deemed to be included within the broad scope of this specifications and shall be provided by the Contractor without any extra cost to the Employer and the total cost will be borne by the Contractor.

It is advisable that the Bidder should visit the site and appraise him-self of all site conditions prior to preparation and submission of the bid. No extra payment on any account whatsoever over the quoted lump sum prices shall be paid to the contractor.

3. Services to be provided by the contractor

- i. The Contractor shall take the responsibility for all testing and inspection to be conducted in manner as specified in these specifications and as per relevant I.S/International codes such as BS ASTM, and DIN. IS codes shall prevail over other codes wherever applicable. This bid document shall prevail over IS codes/ international codes.The contractor shall have to get the following equipments / materials inspected through any third agency as decided by the authority:
 - a. RCC and HDPE Pipes.

- b. All type of Valves and Specials.
- c. All type of Motors / Pumping Sets and Blowers.
- d. Transformers, electric cables and all electric switch gears.
- e. Centrifuge sludge drying equipment.

Authority reserves the right to ask the contractor for getting any other item not included above for third party inspection if deemed necessary.

- ii. Setting up, and staffing with qualified engineers/ technicians, of suitable laboratories for following the Quality Assurance Program.
- iii. Setting up of suitable labour camps with all water and sanitation arrangements and other facilities required under the relevant Labour laws.
- iv. Implementation of all the environmental and relevant social mitigation measures as required.
- v. Making arrangements for equipment and material required for maintaining safety of the sites and the workmen on site (helmets, boots, jackets, safety belts, gloves, scaffolding, barricading, etc.)
- vi. Submission of initial work program and updating the same every month for approval by the Employer's Representative.
- vii. Transportation of all equipment from manufacturers work to the project site inclusive of all-intermediate handling and loading/ unloading / storage at site.
- viii. Supply, erection, inspection, testing, and start up and running of the equipment during trial run / performance guarantee period at rated capacity and speed.
- ix. Erection, trial run and commissioning of the entire plant. The Contractor shall also arrange for maintenance of equipment during performance guarantee and commissioning period & operation & maintenance period.
- x. Application of the final paints of approved color shall be done by the Contractor after completion of erection, testing & commissioning.
- xi. The Contractor shall also arrange technical experts of equipment from proprietary suppliers as and when necessary until the commissioning, trial run (3-months), and 12-month defect liability period.
- xii. Where the equipment is intended for use under corrosive / chlorinated atmosphere such as laboratory building, Chlorine dosing tanks, the design and material of equipment shall be such that it can withstand these corrosive conditions to minimize effect of corrosion on the equipment.
- xiii. **Operation and Maintenance (O&M) manuals** - The Contractor shall

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submit 1 month before start of trial run and commissioning of the plant, 2 copies of well documented O&M manual of the entire plant with catalogues, details of treatment units, all calculations of chemicals & power etc, general operating instructions for the plant, trouble shooting, instructions for identifications of problems in running of all plant and equipment, and the remedial measures, preventive maintenance of the plant and equipment, documentation and records to be maintained for operation and maintenance of the plant for the approval of the Engineer. After Engineer's approval, the Contractor shall submit final O&M manual, well bound, in 6 sets, incorporating Engineer's comments and with original catalogues of the suppliers and as built drawings. The contractor shall provide the operating staff as per the list given in Annexure for operation and maintenance of the Collection networks, Manholes, Wetwells, Sewage pumping station, Tertiary treatment plant,

- xiv. **Mandatory Spares, Laboratory Equipment** etc. as per Annexure V & Annexure VI respectively shall be supplied 1month before trial run period.
- xv. Contractor's labourers and supervisors shall have to normally observe office timings of general shift.
- xvi. Plant and equipment covered under this contract shall be totally attended to by the contractor including any "Trouble Shooting" to ensure smooth and trouble free operation.
- xvii. The maintenance period shall be 06 years from the date of completion of successful performance run of pipeline work.
- xviii. The contractor shall take operational measures that there shall be no flooding.
- xix. The contractor shall abide by all central/state govt./Semi govt./Local Bodies rules regulations, pertaining to this contract, without any extra cost.
- xx. In the event of any damage/loss of life/theft of property, due to negligence on the part of contractor, the contractor shall be solely responsible and liable for compensation and damages, regarding negligence and the decision of Engineer-in-charge shall be final.
- xxi. The contractor should maintain all kinds of securities in the premises round the clock for that he should arrange manpower to prevent theft, robberies and malpractice. The site will be open for inspection by the designated officers/official of NRDA at all times during the contract period.
- xxii. The contractor should observe all safety rules and regulations corresponding to electricity, factory act, bio-chem process fire and as per building codes. Any accident causing by overlooking the rules, the contractor at his own cost and risk shall handle the related cases. Insurance of the entire staff at site is compulsory under insurance policy drawn from Govt. of Chhattisgarh. The copy of the cover note

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should be submitted to NRDA.

- xxiii. The Sewerage Contractor should provide guidance for sectoral developers for the development of individual sectors.
- xxiv. The Sewerage Contractor should arrange the required sewer maintenance equipments and machineries during execution, operation and maintenance period.

4. Guidance to contractor:

The following data are enclosed only for guidance of the Contractor,

- i. Tentative location plan of treatment plant
- ii. Sub-Soil investigation details of the site, which is available with the employer, are attached for reference for the contractor. The bidder shall conduct necessary soil investigation and adopt critical of the two for SBC viz. Data furnished in the tender and the data collected by him in the soil investigation at no extra cost.
- iii. Characteristics of the raw sewage required for the design of sewage treatment plant are given in the document. Any additional data required shall be collected by the contractor at his own cost for design of Sewage treatment plant.
- vi. The performance standards of the treated effluent after STP and after TTP.

5. Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise stated in the contract. Where such standards and codes are national or related to a particular country or region, other authoritative standards which ensure an equal or higher quality than the standards and codes specified will be acceptable subject to the Engineer's prior review and written approval. Differences between the standards specified and the proposed alternative standards must be fully described in writing by the contractor and submitted to the Engineer at least 28 days prior to the date when the Contractor desires the Engineer's approval. In fee event the Engineer determines that such proposed deviations do not ensure equal or higher quality, the Contractor shall comply with the standards specified in the Bid Documents.

6. Sign Board

The Contractor at his own cost, shall provide sign boards at approved locations, in English and Hindi at the site of the Works of approved size and design which provides

- i. the name of the Project,

-
- ii. the name and addresses of the Employer, the Contractor and the Consultant;
 - iii. the name and short description Of me Project,
 - iv. the amount of the Contract Price; and
 - v. the starting and completion dates. Contractor shall take care of signboard and redo it in case of loss, damage, theft etc., as desired by the Engineer-in-Charge.

7. Quality Assurance Programme/Sample Tests

Contractor shall be responsible to develop a quality control program and to all necessary materials, apparatus, instruments, equipment, facilities and qualified staff for sampling, testing and quality control of the materials and the under the Contractor. Without limiting the generality of the foregoing, the actor shall either

- i. establish a testing laboratory at the site of Works which be adequately equipped and staffed to carry out all sampling and testing in accordance with the requirement set out in the tender document specifications provide all field equipment and apparatus as necessary to conduct all in-situ tests and/or any Tests on Completion, or
- ii. Arrange for routine sampling, testing and reporting, as required, through a certified independent laboratory acceptable to the Engineer-in-Charge. The Contractor shall obtain the approval of the Engineer-in-Charge for the quality control programme developed by him and incorporate any modifications suggested by the Engineer-in-Charge at no extra cost.

All costs of such sampling, testing and reporting of test results will be borne the Contractor, and the Contractor shall include sufficient provisions in his; tendered rates to allow for independent sampling and laboratory testing under the direction of the Engineer-in-Charge. The Contractor shall furnish certified copies of all test reports to the Engineer-in-Charge within 3 days of completion of the specified tests. The Contractor shall, within 14 days after the date of the issue of Letter of Acceptance, submit to the Engineer-in-Charge for his consent a detailed description of the arrangements for conducting the quality control programme during execution of the Work, including details of his testing laboratory,]equipment, staff and general procedures. If following submission, or at any time during the progress of Works, it appears to the Engineer-in-Charge that the Contractor's quality control programme is not adequate to ensure the quality of the Works, the Contractor shall produce a revised programme, as desired by the! Engineer-in-Charge, which will be adequate to ensure satisfactory quality control, in case of the contractor will fail to ensure quality control program the action deem fit will be taken against the contractor. NRDA shall carry out supervision and quality control and monitoring the progress of works.

8. Protection of Utilities

The Contractor is required to carefully examine the location of the Works and their alignments and to make special enquiries with all authorities concerning utility lines such as water supply, sewers, gas pipe, telephone (underground and/or overhead) lines, electric cable (underground and/or overhead), Trees etc., and determine and verify to his own satisfaction the character, sizes, position and lengths of such utilities from authentic records. The Contractor shall be wholly responsible for the protection and/or facilitating relocation of such utilities as may be required and shall not make any claim for extra work or extra time that may be required to protect or facilitate relocating such utilities. If any major shifting realignment of water supply, sewers, gas pipes, electric and telephone lines is necessary due to their interference with the proposed Works, the same may be done by the contractor. The cost of such relocations will be borne by the contractor

9. Disposal of sludge

The dewatered sludge from centrifuge shall be disposed off to a suitable location as directed by Authority for further drying. The responsibility of sludge withdrawal and disposing off lies with the contractor within the operation and maintenance period. The contractor should explore the possibility promoting it as manure.

10. Reuse and Disposal of Treated Effluent

A portion of the treated effluent from TTP, has to be used for gardening / horticulture, flushing and construction works, for which HDP pipes are to be laid as per BOQ. and rest will be discharged in the near by Nala with a permission and approval from NRDA.

11. Disposal of Excavated Stuff

It will be the responsibility of contractor to dispose all the excavated stuff within the NRDA limits as directed by Engineer-in-charge.

12. General Utilities

For the proper functioning of the proposed works of treatment plant, connection for rising mains, effluent channel, the other general utilities necessary for the proper functioning of the proposed works which shall be included under this Contract but not limited to the following are :

- i. Access to the site from the main road.
- ii. Site development and general site fill etc. Internal road network, horticulture, landscaping, storm drainage, outdoor lighting, plant water supply and sanitation, storm water drainage, waste
- iii. disposal, chemical drains etc.
- iv. Electric substations and distribution of power supply to all necessary points

- v. Mechanical, sanitary and chemical drains.
- vi. Street and yard lighting and fire hydrant system for all pumping stations and plants.
- vii. Miscellaneous buildings, garages, maintenance facilities, workshop for testing meters etc at STP site.
- viii. Fence, gates, security systems at the site.

13. Safety Equipment

Safety Equipments should be provided at sewage pumping station and treatment plant site shall be as per the recommendation of Inspector of Industries. Contractor shall also take care of safety compliance as applicable from time to time as per safety rules/Factory act/Indian Electricity regulations/manuals/manufacture's special instructions.

14. Model of the Project

A model of the project shall also be submitted by the contractor of the scale such that the size is not less than 1.5m x 2.5m. Model shall be kept over a table and fitted within a wooden box having glass on its top.

(c) Part C: Operation And Maintenance

The Contractor shall be responsible for operation and maintenance of the the sewerage collection, treatment, and reuse system for Zone 4 at Naya Raipur, entire system for the period of 72months after successful completion of trial run period and commissioning. Notwithstanding the above, the Contractor will be required to rectify any deficiencies which are attributable to defects in the workmanship or quality of materials, Plant or equipment during the Contract Period.

The cost of chemicals and other consumables for operation and maintenance of the System during the O & M period will be borne by the Contractor, However power charges shall first be paid by contractor and later shall be reimbursed by the authority along with the monthly bill. The costs towards the Contractor's Representative and other operating personnel during the said period of will have to be born by the contractor, along with cost of tools and spare parts, which are required for operation and maintenance of the plant and equipment.

(d) Training

The bidder shall, as a part of his technical proposal, provide a detailed staffing Schedule which identifies the personnel required for operating and maintaining the Plant and facilities, a description of their individual duties and responsibilities, and the required qualifications of such personnel. All personnel selected by the Employer to be responsible for the operation, maintenance and repair of the facilities shall be provided with practical training in all aspects of the operation, maintenance and repair of the Plant, equipment and facilities. For this purpose, the Contractor shall provide a training program for the Employer's personnel during the **last three months** of operation and maintenance period thereafter as may be reasonably required to ensure that the designated personnel are adequately trained to take up their responsibilities.

The bidder shall submit separately, with his bid documents, details of his proposed training program, the facilities required, and the training personnel to be provided. All costs for the bidder's personnel and the training facilities required for the training, and any incidental training expenses, shall be included in the bid price. All costs of the Employer's personnel shall be borne by the Employer

(e) Taking over

The sewerage system entire work will be taken over on satisfactory completion of the operation and maintenance of the contract for 06 years provided that,

- i. The plant/equipment is in good running condition.
- ii. All records of operation and maintenance during the 06 years period are handed over to NRDA in proper condition.
- iii. The O & M manuals have been updated following 06 years period operational experience and approved by NRDA.

In case taking over is delayed on account of Contractor's failure, the O & M period will be extended further till it meets the above requirement without any extra cost to NRDA.

TERMS OF REFERENCE FOR CONSULTING SERVICES

1. Broad Scope of Work of Project Management Consultant

The Project Management Consultant shall be responsible for entire project including check of correctness of levels scrutiny and technical audit of design, execution & implementation of works at site, taking measurements & entering the same in MB's, preparation/ checking and certifying contractor's bills, ensuring the required quality of work (quality control) obtaining the requisite statutory approvals related to the entrusted works, handing over the completed works to NRDA or its designated agencies on its completion.

The Project Management Bidders shall also carry out a scrutiny/ technical audit of the reports, drawing, designs, estimates, BOQ etc prepared by the Consultant/ Contractor such as Site survey, evaluation and analysis including soil investigation, Structural design

Part A: Item Rate Works

- a) Sewerage collection system and conveyance of recycled treated sewage effluent system Survey, Investigation, Design, Supply, installation, testing, and commissioning of 22 kms of RCC pipes (NP3/NP4) having diameters ranging from 200mm to 900mm with RCC Precast manholes having depths ranging up to 6.0m as per the design along with the allied items & works.
- b) Survey, Investigation, Design, Supply, installation, testing, and commissioning of rising main for 8.0 kms of PN10 rating, HDPE pipe made of PE 100 grade, having diameter up to 500mm for distribution of treated sewage effluent.

Part B: Turnkey Works

Sewage Treatment Plant, Treated Sewage Effluent Pumping Station and all other Civil works.

- a) Survey, Investigation, Design, Supply, Construction, Erection, testing, training, 3 months Trial run and commissioning of 17.5 mld capacity sewage pumping station for sector 4, and 10 mld capacity of Sewage treatment plant based on Sequential Batch Reactor Technology with tertiary treatment for reuse, internal roads, pathway, storm water drain, boundary walls and MS gates, administrative block, Landscaping and Gardening, internal lighting and external street lighting, including construction of Substation as per the requirement, SCADA system etc, as per contract agreement executed between NRDA and the selected contractor for the project, and with respect to relevant Indian Standard Codes detailed cost estimates based on the details

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available in DPRs and as per site conditions, Bill of Quantities (BOQ) and working drawings, Good for Construction Drawings. The contractor shall provide the good for construction drawing which will be scrutinized by consultant and the same after required modification submitted by contractor will be approved by consultant for all works and the standard codal provisions and shall submit its comments within 15 days from the date of receipt of document.

- b) Scrutiny and processing of complete 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 submitting its comments within 15 days from the date of receipt of document for obtaining approval from NRDA and arrange for award of works to contractors through tendering by NRDA.
- c) Day to day supervision of execution of construction works at site, quality control, taking measurements, entering measurements in the Measurement Books (Measurement Books may be hand written or the Consultant may prepare computerised MB's as per CPWD norms. Preparation and certifying and finalizing the computer generated bill of contracts, handing over completed works to designated agencies and attend to CVC/ audit queries & all arbitration / litigation cases w.r.t the project till their conclusion.
- d) 100% measurement shall be taken by the Site Engineer with minimum 50% checked by Senior Engineer and minimum 10% checked by the Project Manager. Checking of measurements shall be completed within 7 working days from the date of receipt of the same.
- e) For all the hidden items such as steel reinforcement the Team leader shall check 25% of the measurements.
- f) The detailed items of measurements shall also be taken in MB's for the item of turnkey part of the contract, even though the payment is milestone based.

2. Project and Construction Management

- a) Coordination w.r.t the engineering designs prepared by the Contractor, regarding its implementation, Project Planning & Site data collection etc.
- b) The Project Management Consultant will get the modifications and additional requirements incorporated through appointed Consultant / Contractor wherever recommended by the appointed Technical institution, considered necessary in the designs and drawings to improve the performance.
- c) Prepare detailed PERT/CPM charts, analysis of various project related activities with reference to time frame, resource allocation & scheduling etc using latest techniques and software for approval. First construction programme for the project shall be

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prepared in consultation with the appointed contractors and submitted for approval of NRDA within 30 (thirty) days of award of work to the contractors.

3. Tender and Award of Work Stage

- a) Finalization in coordination with the Client the draft tender documents including drawings, specifications, detailed estimates, and bill of quantities, General & Special Conditions of Contract etc complete in all respect and adequate enough for inviting tenders, if remained, at the allotment of PMC work within the time period specified by NRDA for the particular work.
- b) Assisting in obtaining all necessary clearances/ approvals from statutory bodies and Local authorities for starting the works, execution, completion and use of the completed works.
- c) The Project Management Consultant shall give particular attention on Durability, Water tightness of roofs, walls, sanitary blocks, Ease of construction at various stages, while finalizing the design /details of the Sewer Collection System, Reuse System, STPs and other civil works control rooms, trenches & plinths. The Project Management Consultant shall also ensure that all the drawings are coordinated drawings incorporating all services etc required for execution purpose prepared a consultant appointed by the Client/ contractor on the basis of tender specification.
- d) The Project Management Consultant will assist NRDA to shortlist the agencies for execution of civil/electrical/mechanical works and allied services for the said project, if so desired by NRDA, by inviting expression of interest through press notice, analyzing the details furnished by intending agencies/ contractors and submit recommendations to NRDA for approval of the shortlist. The Project Management Bidders shall also assist NRDA for inviting tenders for works, based on Tender documents approved by NRDA, strictly in line with the all prevailing Govt/CVC norms. The Project Management Consultant would, maintain the records of copies printed, sale of tender documents and stock etc. The cost towards advertisement, if any incurred by the Project Management Consultant, shall be reimbursed by NRDA on production of bills with respect to the same.
- e) The Project Management Consultant shall assist NRDA in holding pretender meeting in a pre-determined manner in consultation with NRDA and offer clarifications if any, sought by the intending bidders. The draft minutes of the pre-tender meeting shall be drawn by the Project Management Consultant and got approved by NRDA. The minutes of the Pre-tender meeting shall form part of the main contract document for this work.

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- f) The NRDA shall receive and open the tenders in a pre-determined manner at pre-designated venue on the appointed date and time, in the presence of intending bidders and Project Management Consultant's representatives. The offers so received, shall be tabulated, evaluated and assessed by Project Management Consultant. After technical evaluations of bids, Project Management Consultant shall submit their recommendations to NRDA for approval. On acceptance of the tender by NRDA, Project Management Consultant shall assist NRDA for issue of letter of Intent/ Letter of award, and on its acceptance by the selected bidders, execution of contract agreement between NRDA and selected bidders and take further necessary actions in accordance with the tender conditions.
 - g) The Project Management Consultant shall develop/prepare a Project Schedule that coordinates and integrates the design efforts/schedule with construction schedules; update the Project Schedule incorporating a detailed schedule for all activities of the Project, including realistic activity sequences & durations, process/prepare all drawings, bar bending schedule, check and finalize contractor's detailed programme of activities commensurate with the tender provisions, requirement of labor, materials & samples and delivery of products requiring long lead-time procurement. First construction programme for the project shall be prepared in consultation with the appointed contractors and submitted for approval of NRDA within 30 (thirty) days of award of work to the contractors.
 - h) The Project Management Consultant shall prepare a quarterly budget for the Project within 30 days from the date, the construction schedule approved by NRDA, and update the same quarterly and submit to NRDA within 10 days from the end of a quarter for the next quarter for NRDA's approval and suggest corrective actions.

4. Construction Stage

- a) The Project Management Consultant shall exercise perform all the duties, liabilities, functions and obligations as laid down with reasonable skill, care and diligence. and also ensure that the works are executed at site strictly as per the approval granted by NRDA/Concerned local authorities, the terms and conditions of the Contract Agreement entered between NRDA and the respective Contractors, within the given time frame & budget provisions.
- b) The Project Management Consultant will be required, during the construction phase to provide the field supervision and sufficient technical assistance (staff) for check on quality control of the work at site. For this purpose, the Project Management Consultant shall have to post their Quality Control Engineer at the site of work and provide the agreed necessary and adequate technical staff, for supervision and exercising adequate and constant day to day technical supervision over the

construction including giving layout, its checking, checking requirements of materials and equipment and their procurement in time, conforming to approved specifications and accepted standards. Submission of weekly or fortnightly progress report as per the directions of NRDA, including maintaining necessary site records, containing data in support of the same, carrying out field tests on materials, structures etc. and obtaining necessary approvals thereon and maintaining adequate records thereof and certifying the bills for payment to the Contractors including recommendation of extension applications, extra items, variation statements, quality control check for final bills etc., on the forms prescribed by the NRDA.

- c) 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 by the Project Management consultant as per 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 consultant.
- d) The scope under this phase of the assignment shall include, inter-alia, the following :
1. Complete day-to-day supervision of contracted work ensuring quality control in accordance with tender stipulations, specifications, drawings and site conditions. The quality control will be exercised at all stages of construction, viz. approval of materials, inspection of equipment, usage thereof in proper proportions and workmanship at all stages of execution of individual items of work, within the reasonable time period that will be specified by NRDA.
 2. Ensure proper establishment of field laboratories/quality control equipments on site by contractors to conduct tests on equipments/materials/mixes being used for construction such as Motor Pumps, electrical/ mechanical equipments and installations, 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 equipments and materials of construction as well as partially or completely erected structures etc. and maintain adequate records thereof.
 3. Suggesting modifications, if any, due to site conditions and submit the recommendations along with cost variations on account of the same to NRDA for approval.

4. Ensure regular and timely flow of working drawings / instructions so as to complete the works without any delay on account of the same. Scrutiny and approval of drawings with respect to the contract agreement executed between NRDA and the selected contractor for the project, and with respect to relevant Indian Standard Codes, issue of instructions for any construction/execution shall be accurately planned, such that those are issued atleast 3 days prior to the planned date of execution of a particular activity as per the last updated and approved construction schedule.
5. Verification and recommendation for payment by NRDA of contractor's periodic or stage wise bills for the work done and material / plant advance, recording joint measurement of work and certification of the bills that the work is in accordance with the design, quality etc. and maintain necessary site computerized measurement records and other site records which are made available to NRDA for verification/authentication if required by NRDA. Checking of measurements/bills shall be completed within 7 working days from the date of receipt of the same.
6. Monitoring progress by using modern methods of control such as computerized PERT / CPM, submission of progress reports of work executed monthly & fortnightly. 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 will have to suggest improvements from time to time. Bidders shall inform NRDA of the progress of the project vis-à-vis PERT/CPM controls on a fortnightly basis.
7. Complete administration and management of contract till expiry of the construction period.
8. Coordination with other contracting agencies, the agencies like Water Supply Departments, Pollution Control Board, Chhattisgarh State Distribution Co. Ltd, other local authorities, etc. which may be expected to be working in the same area.
9. The Project Management Consultant shall be responsible for assessing, verifying and sending replies to the day-to-day issues raised by the contractors during the execution of work or after completion of the work. However, in case of any claims with financial implication, approval of NRDA shall be obtained. Nothing extra will be paid to the Consultant for such works. The consultant shall work as conciliator in the event of any dispute arising between the parties before the matter goes to legal forum. Consultant shall deal with all Arbitration / litigation cases either with Arbitrator or with any other Court of Law during the contract period as defined in the agreement till its conclusion.

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10. Rendering generally as Project Management Consultant, 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.
 11. The Project Management Consultant shall collect and deliver to NRDA any specific written warranties or guarantees given by others, including all required trade contractor guarantees and warranties.
 12. The Project Management Consultant shall prepare a realistic cash flow/ expenses on budget head for the project on available information and update the same as required on a quarterly basis to reflect the current status. This report to be submitted within 10 days from the end of a quarter for the next quarter.
 13. In case certain additional works are required to be carried out for obtaining approval of statutory bodies or to make the completed works/ areas operational, Project Manager, on obtaining the approval from NRDA shall complete the same before handing over the said completed works to NRDA, or to its authorised agency as instructed by NRDA.
 14. The Project Management Consultant shall keep NRDA apprised of any delays; keep a hindrance register indicating all details of all such delays which will also be furnished with recommendations for approval of NRDA for grant of extension of time by NRDA to contractors.
 15. PMC shall assist NRDA in case of any Arbitration/litigation during the contract or after it, by providing all the necessary technical/contractual help & data required.

5. Completion Stage and Handing Over Stage

- a) Obtain and submit all the records from the Contractors 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 incorporating all such changes, duly authenticated as required for obtaining 'Completion/Occupancy Certificate' from statutory authorities, wherever required.
- b) Obtain certification from contractor and submit "As Built Drawings" prepared by the Contractor at an appropriate scale indicating the details of collection and recycle system, STP and other works and services duly authenticating and supply 8 sets of as built/completion drawings to NRDA also hand over the originals of the completed drawings.

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- c) Obtain from the Contractors and submit two soft copies of the entire drawings / documents & two sets of drawings on reproducible paper for the works executed to NRDA after duly verified.
 - d) Verification of work on its completion and issuing completion certificates (virtual as well as actual) for the completed works, within 15 days from the date of receipt of request from contractors for verification, so as to enable NRDA to record completion of the works.
 - e) 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.
 - f) Project Management Consultant shall also submit necessary information as required by NRDA for finalization of accounts and commits to continue to till the accounts are finalized at agreed upon terms.
 - g) The Project Management Consultant shall maintain complete documentation and render all technical services as may in any way relate to or arise out of the erection/construction of the said work as have been entrusted to the Project Management Consultant by NRDA. Project Management Consultant shall obtain statutory approval/approvals of NRDA or the maintenance agency appointed by NRDA for the said purpose, with respect to the completed works.
 - h) The completed works shall be handed over by the Project Management Consultant along with the necessary documentation in pre-determined phases, to the NRDA or the appointed agency or any allottee / occupant authorized by NRDA. Consultant shall also promptly attend to any defects/deficiency noticed in the completed works within the scope of work of execution by the said taking over agency without demur.
 - i) Preparation of "Maintenance Manual" for the O&M of all works as specified part "C" before 30 days of commissioning of the first component of the Project.

6. Defect Liability Period (DLP) for initial one year

- a) Periodical inspection of completed works in the initial year of DLP in accordance with guidelines laid down in CPHEEO manual and as and when required, by a person not below the rank of Senior Engineer (Civil).
- b) To support and assist NRDA in getting the contractual obligation cleared / fulfilled during initial one year of DLP for smooth transaction from commissioning to Operation and Maintenance and other Administrative/ Technical matters.

- c) Advising NRDA about needed remedial actions within the provision of Defect Liability period and otherwise.
- d) Certification of final acceptance at the end of DLP with specific recommendations for refund of balance Security Deposit/recovered and withheld amounts of the contracts.
- e) The visits during the DLP shall be scheduled as desired by NRDA.
- f) For carrying out the visit during DLP only the cost of travel will be reimbursed as per actual on submission of tickets and bills in original. The eligibility for travel expense will be economy class in case of Air Travel and AC 2 Tier in case of Train.

Compliance to the norms of Chhattisgarh State Environment Control Board:

- a) The Consultant shall comply to all the norms and rules as mentioned in Chhattisgarh State Environment Control Board guideline.
- b) The Consultant shall prepare all periodical reports, applicable to the Project, as may be required by Chhattisgarh State Environment Control Board or the State Government etc. on behalf of NRDA

Reports

1. The consultant will prepare and submit the following reports (as given below) to the Employer on the format prepared by the Bidders and as approved by the Employer (except for commencement report)

SI No.	Report	Frequency	Due Date/Time	No. of Copies
1.	Inception Report	One time	15 days after commencement of services.	10
2.	Progress Report (Monthly)	Every month	Before 5 th day of the following month	10
3.	Progress Report (Quarterly)	Every 3 month	Before 10 th day of the following 3 rd month	10
4.	Special Reports, if required by NRDA	As and when required	On immediate basis	10
5.	Special Reports on any important feature, aspect likes claim, variation etc.	Whenever needed	On immediate basis	10

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6.	Final Report	One time	Within 15 days of completion of services/contract.	10
7.	Completion Report at the end of DLP	One time	Within 1 month of completion of DLP	10

2. The Commencement Report shall contain the details of all meetings held with the Client and the contractor and decisions taken therein, the resources mobilised by the Bidders as well as the contractor and the Bidders' perception in the management and supervision of the maintenance works. The Report shall also include the Work Programme and Resource Mobilisation for the Project.
3. The Monthly and Quarterly Progress Report shall contain details of all meetings, decisions taken therein, mobilisation of resources (Bidders' and the contractor), Detailed compliance report of each activity, progress with photo and video graphy of all important installations 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.
4. **Final Report**
The consultant will prepare a comprehensive final completion report after completion of the work. The report shall incorporate summary of the method of maintenance supervision performed, problems encountered and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the employer.
5. **Payment Schedule**
Payments to Consultant would be done by NRDA on monthly basis as quoted by the firm / Agency in Financial Proposal. These payments would also be linked to actual deliverables and would be subject to recommendations made by NRDA at various point of time during project implementation.

S. No.	Description	Percentage of Payment
Stage - I	The total fee shall be paid in monthly instalments {Let, Monthly Remuneration = X (depending on the attendance per month)}, Therefore, Monthly Payment = {X- (15% of X)} (15% from every monthly payment shall be retained by NRDA as Performance Security)	85%
Stage II	After complete satisfaction of work, completion of project and handing over all requisite drawing & map etc. to NRDA, issue of	10 %

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	completion certificate by PMC and approval of final bill of contractor by NRDA	
Stage III	After completion of initial one year of DLP and handing over of all requisite reports	5%

Note:

- Deduction of taxes shall be made from the fee at every stage of payment as applicable;
 - Service Tax and education cess on service tax will be paid extra by NRDA.
6. Monthly Payments to the Consultant would be done by NRDA only on submission of bills along with a certificate of an Independent Auditor, certifying attendance of personnel in the subject month and the total amount of the bill
7. **Penalty**
 Delay in achieving/completing any activity under this scope of work within the time frame mentioned shall cause penalty amounting to Rs. 10,000 for every week of delay or part thereof, for delay in each of the activities independently, subject to a maximum amount of penalty of Rs. 50,000 in any particular month. This penalty will be independent of penalty mentioned under clause 6.13 of General Conditions and Undertakings of this document.

DETAILS OF KEY PERSONNEL

Sl. no.	Description	Qty. / No.	Essential qualification		Responsibility
			<i>Educational and Relevant Experience</i>	<i>Total Experience</i>	
A	Minimum Personnel				
1	Team Leader	1	Graduate in Civil Engg. with Minimum 5 yrs of experience in construction of Sewerage Collection Network.	10 yrs	<ul style="list-style-type: none"> • In-charge of the functions and responsibilities in implementation of the Project during development period, construction period for liaison with the Contractor and the NRDA during the Construction Period; • Assist in planning, control and management of the team work; • Review and assist in developing implementation schedules and resource requirements; • Assist in monitoring progress, evaluating results and identification of resolution of constraints; • Coordinate all implementation activities with various stakeholders; • Review and finalise the monthly/quarterly reports prepared by the team members; • Assist in identifying the physical, institutional and financial data to be analysed to monitor sustainability and impact on Project. • Representation of NRDA in various offices & field from NRDA side.
2	Senior Engineer	1	Graduate in Civil Engg. with Minimum 5 yrs of experience in construction of sewerage	8 yrs	<ul style="list-style-type: none"> • Day to day supervision of the implementation work at the site

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Sl. no.	Description	Qty. / No.	Essential qualification		Responsibility
			<i>Educational and Relevant Experience</i>	<i>Total Experience</i>	
A	Minimum Personnel				
			Treatment Plant		<ul style="list-style-type: none"> • Ensure implementation adhering to approved design and drawing • Ensuring quality of work at site as per standard practice • Ensure adherence to safety standards at site as per standard practice • Monitoring the progress of implementation work • Registering quantum of daily progress achieved at site • Ensure implementation of the project as per applicable laws, rules, policies and guidelines • Support the Team Leader in monitoring the implementation of the Project.
4	Quality Control Engineer	1	Graduate in Civil Engg. with Minimum 5 yrs of experience in quality control of construction projects	8 yrs	<ul style="list-style-type: none"> • Test the quality of the materials to be utilized for the project • Review and comment on quality assurance and quality control of the materials and the services envisaged for the project • Preparation of quality control manuals, where ever required
6	Bill Engineer	1	Graduate in Civil Engg. with Minimum 3 yrs of experience in billing of construction projects	5 yrs	<ul style="list-style-type: none"> • Review the bills of quantities prepared by the contractor for the development of the Project and ensure compliance with all applicable laws and guidelines; • Provide recommendations to NRDA;

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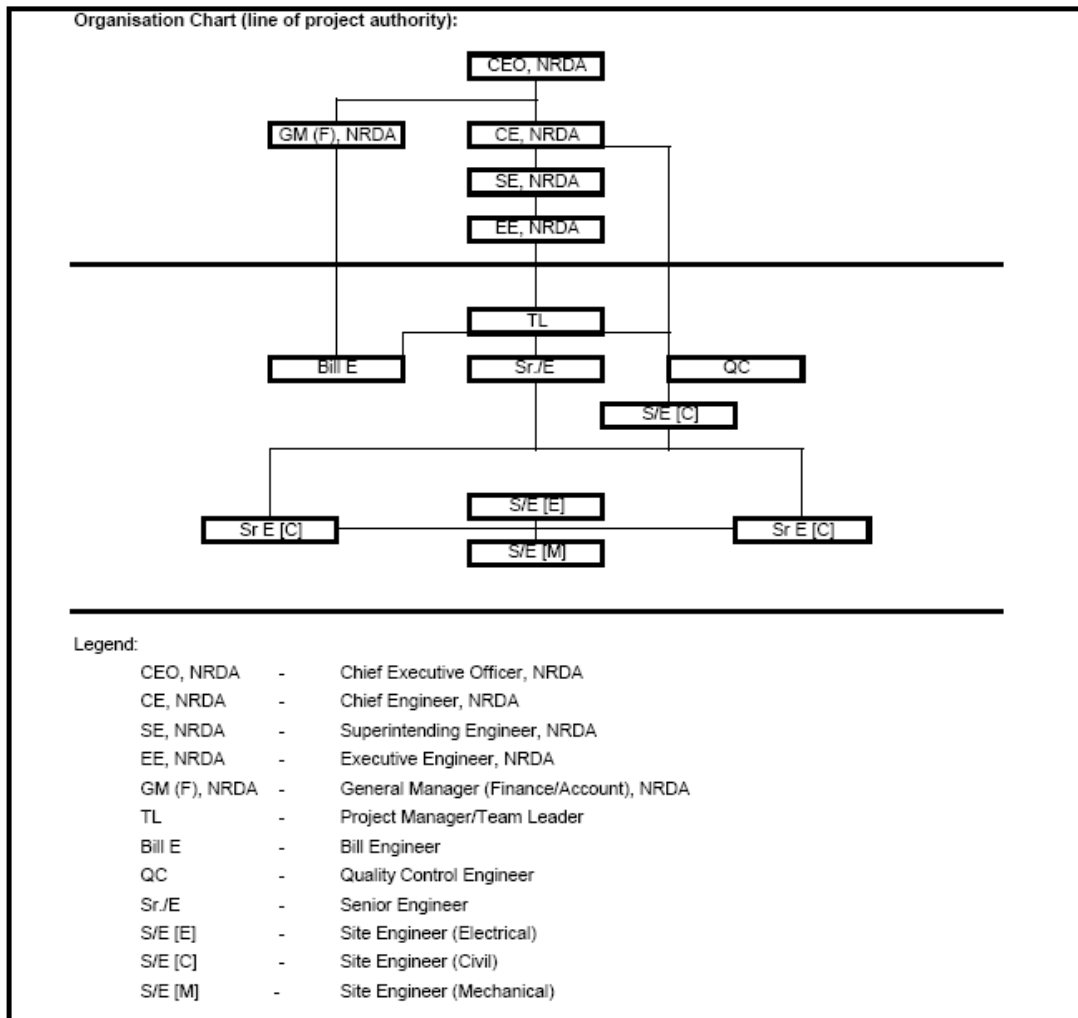
Selection of PMC for development of Sewerage Collection, Treatment and Reuse system including Operation and Maintenance for Zone 4 and Specified Area at Naya Raipur

Sl. no.	Description	Qty. / No.	Essential qualification		Responsibility
			<i>Educational and Relevant Experience</i>	<i>Total Experience</i>	
A	Minimum Personnel				
8	Site Engineer (Electrical)	1	Graduate in Electrical Engg. with Experience of atleast 2 years in supervision of installation of electrical equipments for sewage treatment plants	4 yrs	<ul style="list-style-type: none"> •Day to day supervision and progress monitoring of the implementation work at the site • Ensure implementation adhering to approved design and drawing •Ensuring quality of work at site as per standard practice •Ensure adherence to safety standards at site as per standard practice •Registering quantum of daily progress achieved at site
9	Site Engineer (Civil)	3	Graduate in Civil Engg. Experience in site supervision of construction projects	3 yrs	<ul style="list-style-type: none"> •Day to day supervision and progress monitoring of the implementation work at the site • Ensure implementation adhering to approved design and drawing •Ensuring quality of work at site as per standard practice •Ensure adherence to safety standards at site as per standard practice •Registering quantum of daily progress achieved at site
10	Site Engineer (Mechanical)	1	Graduate in Mechanical Engg.	4 yrs	<ul style="list-style-type: none"> •Day to day supervision and progress monitoring of the implementation work at the site • Ensure implementation adhering to approved design and drawing •Ensuring quality of work at site as per standard practice •Ensure adherence to safety standards at site as per

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Sl. no.	Description	Qty. / No.	Essential qualification		Responsibility
			<i>Educational and Relevant Experience</i>	<i>Total Experience</i>	
A	Minimum Personnel				
					standard practice •Registering quantum of daily progress achieved at site
11	Back office support for approval of drawing & design	2	Design Engineers from back office will act as shared resources for this project		
	Total	11			



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SECTION 6
STANDARD FORMS OF CONTRACT

REQUEST FOR PROPOSAL

Selection of PMC for development of Sewerage Collection, Treatment and Reuse system including
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**CONSULTANT SERVICES CONTRACT
AGREEMENT**

This AGREEMENT (hereinafter, together with the General Conditions and Undertakings and Appendices A-E attached hereto and forming an integral part hereof, called the Contract) is made on the _____ day of _____, 2010, between the Naya Raipur Development Authority (NRDA) (hereinafter called the Client or the Authority or NRDA), and _____ (hereinafter collectively called as the '**Consultant**'). The Consultant shall be represented hereunder at all times by _____ which firm will retain full and undivided responsibility for the performance of obligations hereunder and for the satisfactory completion of the Consultant's services to be performed hereunder.

WHEREAS the Client is developing Sewerage collection, Treatment, and Reuse system including operation and maintenance for Zone 4& specified area at Naya Raipur (hereinafter called the Project);

WHEREAS the Client has requested the Consultant to carry out particular work necessary for the effective implementation of the Project on the terms and conditions hereinafter set forth, and in accordance with the General Conditions and Undertakings, the Appendices attached hereto and specific authorizations related thereto, which the Consultant has agreed to do;

NOW THEREFORE the parties hereto agree as follows:

Clause 1: Services.

The work to be performed by the Consultant under the Contract (such work being hereinafter called the Services) is more particularly described in the Terms of Reference (**TOR**) set forth in Appendix

A. Any modifications to such TOR that materially impact upon the Services which may be agreed between the Consultant and the Client pursuant to Section 17.01 of the General Conditions and Undertakings, and any subcontract approved by the Client pursuant to the terms of Section 4.01 of the General Conditions and Undertakings.

Clause 2: Reports.

The Consultant shall submit to the Client in the English language reports and documentation specified below and in Section 6.05(b) of the General Conditions and Undertakings:

- (i) An Inception Report: ten (10) copies to the Client to be submitted within fifteen (15) days after the commencement of the Services.

- (ii) A Monthly Progress Report: ten (10) copies to the Client to be submitted on a monthly basis within 10th of following month
- (ii) A Final Report: ten (10) copies to the Client, including a CD containing the Final Report. These will be submitted within fifteen (15) days after the completion of work.

All written communications under the Contract, including any correspondence between the Consultant and the Client, shall be in English.

Clause 3: Personnel.

(a) Subject to Sections 1.01, 1.02, 2.01, and 3.01 of the General Conditions and Undertakings, the Services shall be carried out by the personnel specified in Appendix B (hereinafter called the personnel) for the respective periods of time indicated therein.

(b) The Consultant shall, at all times, ensure that there is a Project Manager acceptable to the Client to supervise and coordinate the operations of the personnel in the field and to be responsible for liaison between the Consultant and the Client.

Clause 4: Commencement Date.

The Consultant shall commence the Services within fifteen (15) calendar days after the Client has given to the Consultant notice to proceed with the Services. It is presently anticipated that fieldwork will commence not later than _____ and be completed by _____.

Clause 5: Date of Arrival.

The Consultant shall promptly inform the Client of the date of arrival of the personnel in Raipur / Naya Raipur.

Clause 6: Payment to the Consultant.

(a) Subject to subparagraph (b) hereunder, and except as may be otherwise agreed under the General Conditions and Undertakings, and notwithstanding any other provisions of this Contract, payments shall not exceed the following amounts in Indian Rupees. Except as otherwise agreed between the Client and the Consultant:

- i. **Total Remuneration for contract period of 18 Months:** -----

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ii. **Total Office Operation Expenses:** -----

(b) The maximum amount specified in Subparagraph (a) here above has been fixed on the understanding that the Client will make available free of charge to the Consultant the exemptions, assistance, services and facilities provided for in Article XII of the General Conditions and Undertakings and in Appendix E as required for the purposes of the Services. If any such exemptions, assistance, services and facilities are not supplied, the parties shall consult regarding what additional allowance (if any) should be made to the Consultant as a result thereof to cover necessary additional expenditures not envisaged in the cost estimates in Appendix D.

(c) An estimate of the cost of Services payable is set forth in Appendix D. Such estimates are based on representations made by the Consultant in its Financial Proposal and documentation, accounts and records relevant to such representations are subject to inspection and audit at the option of the Authority pursuant to Section 7.02 of the General Conditions and Undertakings.

Clause 7: Accounts for Payment.

Subject to Article VI of the General Conditions and Undertakings, all payments under this Contract shall be made to the following account(s) of the Consultant:

Clause 8: Authorized Representative of Consultant.

Any action required or permitted to be taken, and any documents required or permitted to be executed under this Contract may be taken or executed on behalf of the Consultant by the Project Manager or a designated representative and on behalf of the Client by The Chief Executive Officer, Naya Raipur Development Authority.

Clause 9: Notices and Requests.

Any notice or request required or permitted to be given or made under the Contract shall be in writing and in the English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, or facsimile in writing to the party to which it is required to be given or made at such party's address specified below or at such other address as such party may specify in writing.

For the Client

Designation: Chief Engineer (Engineering)

Address: Naya Raipur Development Authority
opposite Mahanadi Dwar of Mantralaya,
Raipur – 492 001, Chhattisgrah

Telephone Nos.: 0771 4066011, Facsimile Nos.: 0771 4066188

e-mail: cee@nayaraipur.com

For the Consultant :

Name:

Designation:

Address:

Telephone and Fax Nos.:

Facsimile Nos.:

E-mail:

Clause 10: Warranty as to Eligibility. **Not used** .

Clause 11: Notice of Delay:

In the event that the Consultant encounters delay in obtaining the required services or facilities set forth in Appendix E for the conduct of the Services, the Consultant shall promptly notify the Client of such delay, and may request an appropriate extension of time for completion of the Services.

Clause 12: Effective Date.

(a) The Contract shall become effective upon the date notice is given to the Consultant to proceed with the Services pursuant to Clause 4 above.

(b) Should the Contract not have become effective within ninety (90) calendar days of the date hereof, either party may, by not less than ten (10) calendar days written notice to the other party, declare the Contract to be null and void, and in the event of such a declaration by either party, neither party shall have any claim against the other party with respect hereto.

Clause 13: Miscellaneous.

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(a) No delay in exercising, or omission to exercise, any right, power or remedy accruing to either party under this Contract upon any default shall impair any such right, power or remedy, or be construed to be a waiver thereof or an acquiescence in such default; nor shall the action of such party in respect of any default, or any acquiescence in any default, affect or impair any right, power or remedy of such party in respect of any other or subsequent default.

(b) The General Conditions and Undertakings, and Appendices A to E attached hereto, which including this Agreement collectively constitute this Contract (as defined hereinabove) are each integral and substantive parts of this Contract and are fully binding on each of the parties hereto as of the effective date of this Contract.

IN WITNESS WHEREOF, the parties hereof have caused the Contract to be signed in their respective names as of the day and year first above written.

**FOR AND ON BEHALF OF
(THE CLIENT)**

Authorized Representative

**FOR AND ON BEHALF OF
(THE CONSULTANT)**

Authorized Representative

List of Appendices

- A. Scope of Services/Terms of Reference
- B. Details of Personnel
- C. Personnel Deployment Schedule
- D. Cost Estimates
- E. Services, Facilities and Equipment to be provided by Client

APPENDIX A

TERMS OF REFERENCE

Reference invited to Section 5 of RFP

APPENDIX B**DETAILS OF PERSONNEL**

<u>S. No.</u>	<u>Name</u>	<u>Position</u>

Medical Fitness Certificate from registered doctor should be annexed hereto for all the personnel listed above

APPENDIX C**PERSONNEL DEPLOYMENT SCHEDULE**

To be appended before signing of agreement

Deployment Schedule to be prepared by the Consultant in discussion with NRDA

S. No.	Name	Position	Deployment		
			From	To	Total in days

Note:

1. In the event of any variation required, as per the requirement at site, from the deployment schedule, mentioned above, shall be informed by NRDA to the Consultant at least 15 days prior to the deployment.
2. In the event of any variation from the deployment schedule, mentioned above, proposed by the Consultant to NRDA, as per the requirement at site, shall be finalised by NRDA and decision shall be communicated by NRDA to the Consultant in writing. The Consultant shall deploy such personnel not later than 30 days from receipt of such decision.

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APPENDIX DCOST ESTIMATES

(Expressed in Indian Rupees)

An estimate of the cost of Services payable is to be appended in this Appendix D. Such estimates shall be based on representations made by the Consultant in its Financial Proposa and documentation,

Office operation Expenditures

Office Operation Expenditure made by the Consultant shall be paid every month, upto a maximum of 10% (Ten Percent) of total remuneration amount of a bill of particular month. The Office Operation Expenditure shall be paid on submission of a certificate of a chartered accountant certifying the amount spent during a month.

Service Tax:

Service Tax shall be paid by NRDA at the applicable rate on the amount paid towards total fees payable in a particular month.

APPENDIX E**SERVICES, FACILITIES AND EQUIPMENT'S TO BE PROVIDED BY THE CLIENT**

Following are the details which shall be provided by NRDA through the contractor appointed for the project.

(i) Transportation

The Contractor shall provide 1 (one) number new vehicles, Mahindra Bolero SLX 4WD (air-conditioned) fully loaded along with chauffeur and fuel at the disposal of the Engineer and for the use by NRDA and its representatives in connection with the project during the period of the execution of the Project. The Contractor will bear all expenses, connected with the operation and maintenance of this vehicle including driver's wages, overtime and other benefits, cost of the fuel, lubricant, repairs and maintenance, insurance, etc. to the satisfaction of NRDA. The Contractor shall be required to bear the fuel expenses towards 2500 kilometers per month. This vehicle shall be subject to an average maximum mileage of 45,000 kilometers per annum. The vehicle shall be replaced with new vehicle after maximum run of 1,00,000 kilometers. In case of break down or non availability of vehicle the NRDA will hire the vehicle at the risk and cost of the contractor. The vehicles may be withdrawn after 3 (three) months of commissioning of the project.

(ii) Computer and other Site Equipments

The Contractor shall install 1 (one) new computer for design and project monitoring in the office indicated by NRDA and shall also provide necessary stationery and furniture. The Contractor shall also provide 1 (one) laptop. The Contractor shall provide the computer and other Site equipment through out the Contract Period and shall be responsible for repair and replacement of the same, as and when required. The configuration of both computer and laptop is as under:

- (a) 1 (one) DELL OPTIPLEX 320 DT (or approved equivalent) with 1 GB Ram, 17" TFT LCD Colour Monitor and 3 years warranty
- (b) 1 (one) LAPTOP – DELL INSPIRON 6400 NOTEBOOK (or approved equivalent) with 1 GB Ram and 3 years warranty
- (c) Licensed Software (Latest versions, where available) including Window Vista Professional, AutoCad 2007, Microsoft Office 2007, Microsoft Project 2007, latest Antivirus for project period.
- (d) Printers and Other Peripherals
 - (1) 1 (one) HP Laser Jet 1320 Printer
 - (2) UPS

(iii) Office Space for NRDA

The Contractor shall construct and provide 1 (one) temporary office for PMC at the Project Site at locations indicated by NRDA. The Contractor shall provide site office at suitable location of 500 sqft. Built up area with boundary wall as designated by NRDA. This office can be used in future for maintenance office purpose. The Contractor shall provide facilities including furniture in such offices which are similar to those provided in their own offices.

**GENERAL CONDITIONS
AND UNDERTAKINGS**

ARTICLE I

Personnel

Section 1.01.

Should it become necessary for the Consultant to replace any of the personnel specified by name in the Staffing Schedule, the Consultant shall forthwith provide a replacement acceptable to the Client with comparable or better qualifications and an interview shall be conducted by NRDA at Raipur with no extra cost with that replaced personnel. 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 Client and the Consultant for the person being replaced. However, Team Leader and Senior Engineer proposed in the RFP for evaluation may not be replaced during the agreement period except any unavoidable situation like resignation, illness arises. In case of that replacement the same procedure in regard to replacement of personnel to be followed mentioned in this section. For any additional personnel proposed by the Consultant and approved by the Client, the relevant remuneration rate(s) will be as negotiated between the Client and the Consultant.

Section 1.02

In the event that any of the personnel is found by the Client to be incompetent, guilty of misbehaviour or incapable in discharging the assigned responsibilities, the Client may request the Consultant, at the expense of the Consultant, to forthwith provide a replacement with suitable qualifications and experience acceptable to the Client.

Section 1.03

In the event that service of any of the personnel is found by the Client to be not up to the satisfaction in discharging the assigned responsibilities, the Client may request the Consultant, at the expense of the Consultant, to forthwith provide a replacement with suitable qualifications and experience acceptable to the Client.

ARTICLE II

Staffing Schedule

Section 2.01.

Subject to the prior approval of the Client in accordance with Section 6.08, the Consultant may make adjustment in the periods of time indicated in the Staffing Schedule, as may be appropriate to

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ensure the efficient performance of the Services and provided that such adjustments will not cause payments made under the Contract to exceed the maximum amount payable as specified in Clause 6 of the Agreement.

ARTICLE III
Performance of the Services

Section 3.01.

The Consultant shall carry out the Services with due diligence and efficiency and shall exercise such skill and care in the performance of the Services as is consistent with recognized professional standards.

Section 3.02.

The Consultant shall act at all times so as to protect the interest of the Client and will take all reasonable steps to keep all expenses to a minimum consistent with sound professional practices.

Section 3.03.

The Consultant shall furnish to the Client such information related to the Services as the Client may from time to time reasonably request.

ARTICLE IV
Sub-Contracts

Section 4.01.

The Consultant may subcontract work relating to the Services to an extent and with such specialists and entities as may be approved in writing in advance by the Client, and shall submit to the Client for prior approval the text of any proposed subcontract and any amendments thereto which may subsequently be proposed. Notwithstanding such approval, the Consultant shall, as provided in the Agreement, retain full responsibility for the Services and for the content of all Reports required hereunder. In the event that any sub-contractor is found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request the Consultant to provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.

ARTICLE V
Relationship of Parties

Section 5.01.

Nothing contained herein shall be construed as establishing or creating between the Client and the Consultant a relationship of master and servant or principal and agent.

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Section 5.02.

The Consultant shall during the performance of the Services be an independent contractor retaining complete control over its personnel, conforming to all statutory requirements with respect to all its employees, and providing all appropriate employee benefits.

ARTICLE VI

Payments and Mode of Billings

Section 6.01.

The Client shall pay to the Consultant in respect of the Services such remuneration in Indian Rupees as are respectively set forth in Appendix D;

Section 6.02.

Remuneration shall be determined on the basis of time spent by the personnel listed in the Staffing Schedule in performance of the Services after the effective date at the rates specified in Appendix D, as applicable, in respect of the personnel. Unless otherwise specifically provided for, such rates as specified in Appendix D shall be fixed for the duration of the Contract.

Section 6.03. Not Used

Section 6.04. Not Used

Section 6.05.

- (a) Payments in to be made by the Client hereunder shall be strictly subject to, and representative of, satisfactory progress achieved by the Consultant in accordance with D, respectively.
- (b) The Consultant shall [**on a monthly basis**], submit to the Client, in a format acceptable to the Client, a report stating personnel movements and inputs in the previous **month** compared to those shown in the Staffing Schedule. In the event the forecast of progress as anticipated in Staffing Schedule is substantially changed due to variations pursuant to Section 17.01, the Consultant may request the Client to revise the relevant Payment Schedule specified in Appendix D, as applicable, to reflect such change.
- (c) As soon as practicable and not later than fifteen days after the end of each calendar month during the period of the Services, the Consultant shall submit to the Client, in duplicate, itemized statements, accompanied by receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable to the Consultant for such month. Separate

monthly statements shall be submitted in respect of amounts payable. Each such separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration.

Section 6.06.

As soon as practicable after the completion of the Services or termination of the Contract, the Consultant shall submit to the Client a final statement incurred, with vouchers and other appropriate supporting documents for the reimbursable expenditures referred to in Appendix D.

Section 6.07.

Final Payment by the Client to the Consultant shall be made by the Client only after the final statement and the final report have been submitted by the Consultant and approved by the Client. The Consultant shall submit the final statement to the Client within 120 calendar days of the date of approval by the Client of the final report. All costs, which have not been included in the final statement will not be paid or reimbursed. Should any discrepancy be found to exist between the actual payments made by the Client and the costs authorized to be incurred by the Consultant pursuant to this Contract, the final payment shall be adjusted by the Client to reflect such discrepancy. Any amount which the Client has paid or caused to be paid in accordance with this Section in excess of the costs actually incurred shall be reimbursed by the Consultant to the Client within 30 days after receipt by the Consultant of notice thereof.

Section 6.08.

Payments in respect of remuneration, which exceed the cost of estimates for these items as set forth in Appendices C and D, may be charged to the respective contingencies only if such expenditures were approved by the Client prior to being incurred.

Section 6.09.

Subject to Sections 6.01 and 6.05 above, the Client shall pay to the Consultant the amounts claimed pursuant to this Article VI within 60 calendar days after receipt of satisfactory statements and supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist at any time between actual payment and costs authorized to be incurred by the Consultant, the Client may at any time add or subtract the difference from any subsequent payments. All payments by the Client shall be made to the account(s) specified in Clause 7 of the Agreement.

Section 6.10.

Payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

Section 6.11 Not used

Section 6.12.

- a) If required to make any payments to any governmental agency in connection with implementation of the Services, the Consultant shall if required to make any payments to any governmental agency shall:
- (i) make such payment only by means of cheque, pay order or through official bank remittance addressed to the account of the relevant agency;
 - (ii) where payment to such agency account cannot be made, make payment to any employee of such agency (whether permanent, part-time or contractual staff), only upon prior written endorsement of the Client and only by means of check, pay order or through official bank remittance addressed to the relevant account of the employee.

Section 6.13 **Working hours, overtime, leave, holidays etc.**

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed to cover these items. The Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services and shall also ensure that the personnel who are absent are replaced by personnel of equal or higher experience and qualification only after providing prior written notice to NRDA and after obtaining prior written approval of the relevant CVs from NRDA. In the event of the absence of any personnel from duty for more than 2 working days in any month, without replacement duly approved by NRDA, 0.1% of the total monthly fee of the subject month, during which a personnel remained absent, per person per day shall be deducted from the monthly fee payable to the Consultant, subject to a maximum of 10% (ten percent) of monthly fee in every month.

Requirement of Consultant's personnel at site shall be from 09:00 hours to 19:00 hours. In the event of continuous activity at site, the Consultant shall ensure availability of relevant personnel(s) at site.

Sunday and National Holidays would normally be holiday for Consultant's personnel, unless there is a requirement at site. Working by one or more personnel of the Consultant on holiday would be compensated by grant of absence of the same personnel during the same number of days without any penalty

A copy of attendance register for the subjected month, signed by the Team Leader / Project Manager, along with a certificate from the authorized signatory of the Consultant, certifying number of days worked by each of the personnel, to be submitted along with every invoice at the end of each month. NRDA shall have right to check the attendance register of the Consultant and make the payment accordingly

Section 6.14 **Proposal Security and Performance Security**

Proposal Security of the selected bidder shall be returned after payment of third monthly payment after the date of execution of this agreement.

NRDA shall retain by way of performance security (the "Performance Security"), 15% (fifteen percent) of all the amounts due and payable towards remuneration to the Consultant, to be appropriated against breach of this Agreement or for recovery of penalty as specified herein. The balance remaining out of the Performance Security shall be returned to the Consultant after complete satisfaction of work, completion of project and handing over all requisite drawing & map etc. to NRDA and after the expiration of this Agreement.

Section 6.15 **Penalty for deficiency in Services**

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 NRDA, other penal action including debarring for a specified period and appropriation of retention amount may also be initiated as per the decision of NRDA.

Section 6.16 **Extension of Time**

In the event of delay in completion of construction beyond the specified time schedule as mentioned in this RFP i.e. eighteen months, an extension of time initially upto six months may be granted to the Consultant with same monthly payments towards remuneration and terms and conditions of this agreement. During such extended period office operation expenses shall be reimbursed upto a maximum amount of 10% of monthly payment towards remuneration. Any delay in the completion of construction of the Project beyond the extended six months due to any reason for which the Consultant is not responsible, extension of time shall be granted to the Consultant for a period, as per the decision of NRDA, with an escalation of maximum up to 10%

on remuneration of personnel, while all other terms and conditions of this agreement shall remain same for that extended period. During such extended period office operation expenses shall be reimbursed upto a maximum amount of 10% of monthly payment towards revised remuneration. During the period under extension of time the Consultant shall deploy the same Personnel as proposed.

ARTICLE VII Accounts and Records

Section 7.01.

The Consultant shall keep accurate and systematic accounts and records in respect of the Services in such form and detail as are customary in its profession and are sufficient to establish accurately that the remuneration and reimbursable referred to in Article VI have been duly incurred.

Section 7.02.

The Consultant shall permit duly authorized representatives of the Client, including auditors selected by the Client, to inspect and make an audit of all such documents, accounts and records in connection with payments made in accordance with this Contract, and make copies of such documents, accounts and records if so requested by the Client. The basic purpose of this audit is to verify payments under this Contract and, in this process, to also verify representations made by the Consultant in relation to the Contract. The Consultant shall cooperate with and assist the Client and its authorized representatives in making such audit. In the event the audit discloses that the Consultant has overcharged the Client, the Consultant shall immediately reimburse the Client an amount equivalent to the amount overpaid. If overpayment is a result of the Consultant having been engaged in what the Client determines to constitute corrupt practices or fraudulent practices, as per the law of India, the Client shall, unless the Client decides otherwise, terminate the contract.

ARTICLE VIII Indemnity and Insurance

Section 8.01.

- (a) Notwithstanding Section 12.02, the Consultant shall be responsible for, and shall indemnify the Client, in respect of loss of or damage to equipment and materials furnished by the Government of Chhattisgarh ("Government") or the Client, or purchased by the Consultant in whole or in part with funds provided by the Client.
- (b) The Consultant shall take out and maintain adequate insurance against loss of or damage to such equipment and materials. The proceeds of such insurance shall

be payable in a currency freely usable to replace or repair such equipment and materials.

Section 8.02.

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.

Section 8.03.

The Client 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.

Section 8.04.

The Consultant shall indemnify the Client 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 Client 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.

Section 8.05.

The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant out of funds provided or reimbursed by the Client or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.

Section 8.06.

(a) The Consultant shall indemnify, protect and defend, at Consultant's own expense, Client, 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 Section 3.01, provided, however:¹

*that Consultant is notified of such actions, claims, losses or damages not later than twelve months after conclusion of the Services;

*that the ceiling on Consultant's liability under Section 3.01 shall be limited to INR _____,² except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct;

¹ One or more of the three following limitations on liability may be appropriate depending on the particular nature of the Services and site where such Services are to be provided, and on other factors relevant in the circumstances.

² Possible measures for establishing the ceiling on Consultant's liability are the amount of Consultant's gross fees under the contract or a certain percentage thereof.

*that Consultant's liability under Section 3.01 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.

(b) In addition to any liability Consultant may have under Section 3.01 Consultant shall, at its own cost and expense, upon request of Client, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under Section 3.01.

(c) Notwithstanding the provisions of Section 8.06(a), the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by (i) Client'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 Client.

ARTICLE IX

Ownership of Work Product, Computer Programs and Equipment

Section 9.01.

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 Client in performing the Services (in electronic form or otherwise and including computer-disks comprising data) shall be the sole and exclusive property of the Client, 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 Client but shall not use the same for any purpose unrelated to the Services without the prior written approval of the Client.

Section 9.02.

All computer programs developed by the Consultant under this Contract shall be the sole and exclusive property of the Client; provided, however, that the Consultant may use such programs for their own use with prior written approval of the Client. 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 Client's prior written approval to such agreements. In such cases, the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

Section 9.03.

If any equipment, vehicles and materials furnished to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds supplied or reimbursed by the Client hereunder, shall be the property of the Client. Equipment or materials brought into _____ by the Consultant and the personnel and used either for the Project or personal use shall remain the property of the Consultant or the personnel concerned, as applicable.

ARTICLE X

Disposal of Data and Equipment

Section 10.01.

Upon completion or termination of the Services, the Consultant shall:

- (i) sort and index the documents and data (including the related software) referred to in Sections 9.01 and 9.02 hereof and transmit the same to the Client; and
- (ii) furnish to the Client, as the case may be, inventories of the equipment and materials referred to in Section 9.03 hereof as it then remains, and dispose of the same as directed by the Client.

ARTICLE XI

Coordination

Section 11.01.

The Consultant shall at all times cooperate and coordinate with the Client with respect to the carrying out of its assignment under the Project.

ARTICLE XII

Exemptions and Facilities

Section 12.01.

The maximum amount payable under the Agreement has been fixed on the understanding that the Consultant will be provided with the exemptions, services, facilities, documents and information (collectively "assistance") listed in Appendix E, but except listed in Section 12.02. In the event that the Client is unable or fails to provide part or all of such assistance, the parties shall consult regarding what additional allowance (if any) should be made to the Consultant.

Section 12.02.

Over and above the assistance listed in Appendix E, the Consultant shall be responsible to deploy additional facilities, as may be required to discharge its responsibilities in conformity with this agreement. The Consultant shall procure, own, use and maintain such additional facilities at its cost.

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Section 12.03.

The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access (unless such damage is caused by the wilful default or negligence of the Consultant or the personnel) and will indemnify the Consultant and each of the personnel in respect of liability for any such damage.

Section 12.04.

The Consultant shall be responsible for handing over all the facilities, provided by NRDA in form of Assistance, may be through the Contractor, back to the NRDA in good working condition after termination of this agreement. On termination of this Agreement, during handing over of the facilities provided under Assistance, if the Consultant fails to return a facility or equipment or a if a facility or equipment is not found in good working condition, an equivalent amount shall be deducted by NRDA from the Performance Security

Section 12.05.

The Client shall make available to the Consultant and the personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E.

ARTICLE XIII
Force Majeure

Section 13.01.

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 fourteen (14) 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.

Section 13.02.

Neither party shall be liable to the other party for any loss, actually incurred or not, or damage sustained by such other party arising from any event referred to in Section 13.01 or delays arising from such event.

Section 13.03

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,

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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.

Section 13.04.

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 Section 16.01 hereof.

ARTICLE XIV**Suspension**

Section 14.01.

13.1 Suspension of Agreement**13.1.1 Suspension of Payments**

NRDA may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Consultant of such notice of suspension.

13.1.2 Suspension of Services

In case the Concessionaire suspends the entire work under the Concession Agreement for a continuous period of more than 45 (forty five) days, NRDA may by notice in writing require the Consultant to wind-up all operations temporarily in respect of the Services. The Consultant shall be given a maximum of 2 (two) months for temporarily winding up all the activities and placing the Services obligations under suspension. During the period of suspension of the Services, no payments shall be made by NRDA to the Consultant, except in respect of Services rendered prior to the commencement of the suspension. Prior to the expiry of the 6 (six) month period (commencing from the date of suspension of the entire works under the Concession Agreement) the Consultant shall complete all pending reports and deliverables and submit the same to NRDA.

During the aforesaid 6 (six) month period, the Consultant shall not employ any of the Personnel except those required for completing the formalities of reporting and records, and payment during such 6 (six) month period shall be made only for such essential Personnel. Such essential Personnel shall be decided mutually by NRDA and the Consultant Immediately upon the resumption of work under the Concession Agreement, the suspension under the Agreement shall stand removed and the Consultant shall forthwith commence provision of Consultancy Services.

ARTICLE XV
Termination

Section 15.01. Termination

The Client may terminate this Contract by notice to the Consultant:

- (i) if any of the conditions referred to in Section 14.01 have continued for a period of fourteen (14) calendar days after the Client has given notice to the Consultant of suspension of the Services or of payments under the Contract; or
- (ii) if the Consultant otherwise is in default of any term of the Contract or failed to provide correct information with respect to its representations in relation to the Contract; or
- (iv) if the Client determines that the Consultant has engaged in corrupt practices or fraudulent practices, as per the laws of India; or
- (v) If more than 50% of the Consultant's personnel remains absent on any particular working day
- (vi) at any time at the option of the Client, upon not less than thirty (30) calendar days' notice of its intention to terminate.

Section 15.02.

(a) The Consultant may, by notice to the Client, terminate this Contract:

- (i) if payments pursuant to Clause 6 of the Agreement are not received within 60 calendar days after the due dates, and such default has not been remedied within ninety (90) calendar days after notice has been given by the Consultant to the Client; or
- (ii) if any situation or event referred to in Section 13.01 shall have continued for a period of sixty (60) calendar days after the Consultant shall have been relieved of its obligations in accordance with the provisions of that Section; or

(b) The Consultant shall promptly notify the Client in writing of any situation or of the occurrence of any event beyond the reasonable control of the Consultant (other than force majeure) which makes it impossible for the Consultant to carry out its obligations hereunder. Upon confirmation in writing by the Client of the existence of any such situation or event, or upon failure of the Client to respond to such notice within fifteen (15) days of receipt thereof, the Consultant shall be relieved from all liability from the date of such receipt for failure to carry out such obligations, and the Consultant may thereupon terminate the Contract by giving not less than thirty (30) days' prior written notice thereof.

Section 15.03.

(a) Upon receipt of any notice referred to in Section 15.01, or upon giving of any notice under Section 15.02(a) or upon receipt of written confirmation by the Client in terms of Section 15.02(b), the Consultant shall take immediate steps to bring the Services to a close in a prompt and orderly manner and to reduce expenditures to a minimum.

(b) Unless such termination shall have been occasioned by the default of the Consultant, the Consultant shall be entitled to reimbursement in full for the costs specified in Section 6.05 as shall have been incurred up to the date of such termination and for costs incident to the orderly liquidation of the Services (including return travel of the personnel).

(c) all claims made by the Consultant under Section 15.03 (b) shall be supported by documentation submitted to the Client, satisfactory in form and content to the Client.

ARTICLE XVI
Settlement of Disputes

Section 16.01. **Arbitration**

Except as otherwise provided in this contract all question and dispute relating to the meaning of specification, designs, drawings and instruction here in before mentioned as to thing whatsoever in any way arising out of or relating to contract designs, drawings, specification, estimate, concerning the works, or execution or failure to execute the same, whether arising during the progress of work or a after the abandonment there of shall be referred to the Chief Engineer, NRDA for his decision, within a period of 30 (thirty) days of such an occurrence(s). There upon the Chief Engineer, NRDA shall give his written instructions and/or decisions ,after hearing the contractor and Engineer of PMC within a period of thirty days of such request. This period can be extended by mutual consent of parties.

Upon receipts of written instruction or decisions, of Chief Engineer, NRDA the parties shall promptly proceed without delay to comply such instructions or decisions .If the Chief Engineer fails to give his instruction or decision in writing within a period of 30 days or mutually agreed time after being requested and/ or, if the parties is/ are aggrieved against the decision of theChief Engineer, the aggrieved party may within 30 days prefer an appeal to the Co-ordination committee which consist of following members, who shall afford an opportunity to the parties being heard and to offer evidence in support of his appeal.

The Co-ordination committee will give his decision within 30 (Thirty) days or such mutually agreed period through CEO of NRDA.

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If any party(es) is/ are aggrieved against the decision of Co-ordination committee not satisfied, He can file the petition for resolving the dispute through arbitration in the arbitration tribunal at Raipur within 30 days from the date of issue of the decision by Coordination committee through CEO of NRDA.

A reference to Arbitration Tribunal shall be no ground for not continuing the work on the part of contractor .Payment as per original terms and condition of the agreement shall be continued by the NRDA in accordance with the relevant clause.

No professional lawyer shall be allowed to appear at any level of hearing including in the proceedings before the Co-ordination Committee.

ARTICLE XVII

Variations

Section 17.01

The Contract may be varied by agreement between the parties. All such variations shall be in writing signed by the authorized representative of the parties.

ARTICLE XVIII

Conflict of Interest

Section 18.01

Except as the Client and the Consultant, shall otherwise specifically agree in writing:

- (a) neither the Consultant nor any subsidiary, associate or affiliate shall bid for, or provide any goods or services including consulting services for, under, or in relation to the Project;
- (b) No personnel of the Consultant listed in the Staffing Schedule shall engage, directly or indirectly, in any business or professional activities in NRDA other than the performance of the Services.

ARTICLE XIX

Confidential Information

Section 19.01.

Except with the prior written consent of the Client, the Consultant and the personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the personnel make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this section, "confidential information" means any information or knowledge acquired by the Consultant and/or its personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.

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ARTICLE XX
Contractual Ethics

Section 20.01.

The Consultant and the Client warrant that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal or the contract, have been given or received in connection with the selection process or in the contract execution.

ARTICLE XXI
Respect for Laws and Regulations

Section 21.01.

The Consultant shall respect and abide by all applicable laws and regulations in Raipur / Naya Raipur, Chhattisgarh, India and shall use its best efforts to ensure that the personnel and their dependents, while in Raipur / Naya Raipur, Chhattisgarh, India and local employees of the Consultant shall respect and abide by all laws and regulations in Raipur / Naya Raipur, Chhattisgarh, India.

ARTICLE XXII
Specifications and Designs

Section 22.01.

The Consultant shall prepare all specifications and designs using the metric system and so as to embody the latest design criteria. The Consultant shall specify standards which are accepted and well-known among industrial nations.

Section 22.02

The Consultant shall ensure that the specifications and designs and all documentation relating to procurement of goods and services for the Project are prepared on an impartial basis so as to promote international competitive bidding.
