



NAYA RAIPUR DEVELOPMENT AUTHORITY

1st floor, Utility block, Capitol Complex, Sector- 19, Naya Raipur- 492 002,
Chhattisgarh Website: www.nayaraiipur.com

REQUEST FOR PROPOSAL

NIT No. 46 /RFP/SEC/ Sector-19 /CE (E)/NRDA/2013-14, Raipur,

Dated: 20/08/2013

NRDA request for proposal (RFP) from qualified and experienced firms for the following work

Name of the Work	Pre-Proposal Meeting date & time	Due date and time for Submission of Proposal
Planning and Designing for Comprehensive Development of State Election Commission & Chief Election Officer building, sector 19 at Naya Raipur	30.08.2013 at 12.00 hrs	12-09-2013 at 15.00 hrs

Pre-Proposal meeting will held at the office address mentioned above. The RFP documents can be downloaded from www.nayaraiipur.com. Modification/Amendment/Corrigendum, if any, shall not be advertised in the newspapers but shall be published in the website only.



Chief Executive Officer

**Selection of Technical Consultant
for the Planning and Designing for
Comprehensive Development of
Office of the State Election Commission & Chief
Election Officer, Chhattisgarh
at North Block, Sector 19, Naya Raipur**

Request for Proposal

VOLUME I

August 2013

NIT No. 46 /RFP/SEC/ Sector-19 /CE (E)/NRDA/2013-14, Raipur,

Dated: 20/08/2013



NAYA RAIPUR DEVELOPMENT AUTHORITY
1st floor, Utility block, Capitol Complex, Sector- 19, Naya Raipur- 492 002,
Chhattisgarh e-mail, ceo@nayarapur.com

DISCLAIMER

The request for proposal document contains two volumes

Volume I	Proposal Document
Volume II	General Conditions of contract

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

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

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

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

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

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

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

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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SECTION - I

1. INTRODUCTION

1.1 Project Background

- 1.1.1. The Govt of Chhattisgarh is developing Naya Raipur as Administrative capital of State. Naya Raipur Development Authority (NRDA) has been established by the Govt of Chhattisgarh as a planning and development authority for the Naya Raipur city. As a part of City development NRDA is developing a Government office zone in North Block area of the Capital complex area situated in Sector 19. Apart from secretariat and Head of the dept building, NRDA is constructing complexes for Office usages of Government departments within the Sector 19.
- 1.1.2. Naya Raipur Development Authority (“NRDA” or “Authority”) intends to develop **State Election commission & Chief Election Officer building** in the north block Office Complex, sector 19, Naya Raipur. The building shall be designed with all necessary allied services, parking facilities and integrated development of the campus.
- 1.1.3. Details of the plot identified for the proposed building is detailed in **Annexure 1A & 1B** of the document. Please note that the design brief is tentative and selected consultant will have to finalize the design brief with NRDA after award of the project.
- 1.1.4. **The proposed Campus and Buildings has to be designed on energy efficient design principle and as per applicable bye laws and Urban Design Guidelines of Naya Raipur and development regulations.**
With the aforesaid objective, NRDA (“Authority”) invites proposals in prescribed format from Firms/ Team of Architects and Engineers for selection of **“Technical Consultant”** for the **“Planning and Designing for Comprehensive Development of State Election Commission & Chief Election Officer building, sector 19 at Naya Raipur.”** (“the Project”)
- 1.1.5. Applicants are invited to submit the technical proposal for providing consultancy services required for the Project. The Applicants who submit the Proposal shall be called Applicants. The Proposal would form the basis of selection of the Applicants. The successful Applicant shall be called Technical Consultant. After selection a letter of award would be sent to the Technical Consultant and shall be insisted for signing of the Service Agreement between the Authority and the Technical Consultant for providing the Services.
- 1.1.6. The Scope of work (SOW) and design Requirement for the Project has been set out in Section II.
- 1.1.7. The consultancy services as detailed in the RFP are to be provided at a fixed fee as detailed in para 5 in section I here under.
- 1.1.8. The Authority shall receive Proposals pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority (collectively the "Proposal Documents"), as modified, altered, amended and clarified from time to time by the Authority, and all Proposals shall be prepared and submitted in accordance with such terms.
- 1.1.9. The statements and explanations contained in this RFP are intended to provide a proper understanding to the applicants about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Technical Consultant set forth in the Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, to be awarded pursuant to this RFP or the terms thereof or contained herein. Consequently, any omissions, conflicts or contradictions in the Proposal Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

The Selection process:

- 1.1.10. The Authority has adopted the evaluation and selection process in three cover system. The Applicants are required to submit their proposal through Key Submissions (Cover -1) and Technical Proposal (Cover – 2) .Both the envelopes shall be placed in the third outer cover. This shall be followed by presentation before the jury. The selected consultant shall be paid a fixed fee as detailed in the RFP.
- 1.1.11. During the Proposal Stage, Applicants are invited to visit the site and examine the parameter and scope of work in detail, and to carry out, at their cost, such studies as may be required for submitting their respective Proposals for the Project. The selected Applicants shall be required to give a presentation before the jury.

Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated. The envelopes/ communication shall clearly bear the following identification/ title: "**Queries/Request for Additional Information: Proposal for the Selection of ("Technical Consultant")**" for the "for the "**Planning and Designing for Comprehensive Development of State Election Commission & Chief Election Officer Building at sector 19 at Naya Raipur "**".

1.2. Schedule of Proposal Process

The Authority shall endeavor to adhere to the following schedule:

S. No	Event Description	Date
1	Uploading of RFP in the website	20.08.2013
2.	Last date for receiving queries	12.00 Hrs., on 30.08.2013
3.	Pre-Proposal meeting / Conference	12.00 Hrs., on 30.08.2013
4.	Clarifications by Authority	Shall be uploaded on the website as well as emailed to all the applicants
5.	Proposal Due Date and time	15.00 Hrs., on 12.09.2013
6	Technical Presentation	To be intimated later to the qualified Applicants 10.00 Hrs., on 13.09.2013

Note :

- i. The venue of the Pre- Proposal conference shall be at office of the CEO, NRDA, 1st floor, Utility block, Capitol Complex, Sector- 19, Naya Raipur- 492 002, Chhattisgarh,
- ii. All the time and dates mentioned above and elsewhere in this RFP shall be Indian standard Time (GMT +5 Hrs and 30 minutes)

2. INSTRUCTION TO APPLICANTS

A. GENERAL

2.1 General terms of Proposal

- 2.1.1 An applicant can submit only one Proposal.
- 2.1.2 The applicant may be a firm, or a consortium of maximum two entities. An entity could be any individual or a registered Firm working as a technical consultant.
- 2.1.3 The Applicant should submit a Power of Attorney as per the format at **Appendix– II**, authorizing the signatory of the Proposal to commit the Applicant.
- 2.1.4 The Proposal and all communications in relation to or concerning the Proposal Documents shall be in English language.
- 2.1.5 The Proposal Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Applicants solely for the purpose of preparation and the submission of a Proposal in accordance herewith. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The Authority will not return any Proposal or any information provided along therewith.
- 2.1.6 This RFP is not transferable.
- 2.1.7 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the General Conditions of Contract shall have overriding effect;

2.2 Cost of Proposal

- 2.2.1 The Applicants shall be responsible for all the costs incurred by them, associated with the preparation of their Proposal and their participation in the **Selection** Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the **Selection** Process.

2.3 Site visit and verification of information

- 2.3.1 Applicants are encouraged to submit their respective Proposal after visiting the site and any other matter considered relevant by them.
- 2.3.2 It shall be deemed that by submitting a Proposal, the Applicants has:
 - a. made a complete and careful examination of the Proposal Documents;
 - b. received all relevant information requested from the Authority;
 - c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Proposal Documents or furnished by or on behalf of the

Authority relating to any of the matters above;

- d. satisfied itself about all matters, things and information necessary and required for submitting an informed Proposal, execution of the Project in accordance with the Proposal Documents and performance of all of its obligations there under;
- e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Proposal Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Service Agreement; and
- f. Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.3.3 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Proposal Documents or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.4 Right to accept and to reject any or all Proposals

2.4.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal or to annul the Selection Process and reject all Proposals at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

2.4.2 The Authority reserves the right to reject any Proposal if:

- a. At any time, a material misrepresentation is made or uncovered, or
- b. The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the proposal.
- c. Such misrepresentation/ improper response shall lead to the disqualification of the Proposal.

2.4.3 In case it is found during the evaluation or at any time before signing of the Service Agreement or after its execution and during the period of subsistence thereof, that one or more of the conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the applicant shall be disqualified forthwith if not yet appointed as the Technical Consultant either by issue of the LOA or entering into of the Service Agreement, and if the Applicant has already been issued the LOA or has entered into the Service Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant or Technical Consultant, as the case may be.

2.4.4 The Authority reserves the right to verify all statements, information and documents

submitted by the Applicant in response to the RFP. Failure of the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

- 2.4.5 The General Conditions of contract (Volume II) is provided by the Authority as part of the Proposal Documents shall be deemed to be part of this RFP.

2.5 Clarifications

- 2.5.1 Applicants requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail to the address as mentioned in **Clause 2.11.4**. They should send in their queries before the date mentioned in the Schedule of Selection Process specified in Clause 1.2, the Authority shall endeavor to respond to the queries within the period specified therein. The responses will be sent by fax or e-mail to all the Applicant. The Authority will forward all the queries and its responses thereto, to all Applicants without identifying the source of queries.
- 2.5.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Applicant. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.5.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicant. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Proposal Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.6 Amendment of RFP

- 2.6.1 At any time prior to the deadline for submission of Proposals, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Applicant, modify the RFP by the issuance of Addenda.
- 2.6.2 Any Addendum thus issued will be sent in writing to all the Applicants.
- 2.6.3 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Proposal Due Date.

B. PRE- PROPOSAL CONFERENCE

Pre- Proposal conference of the Applicants is convened at the designated date, time and place. Invited proposals shall be allowed to participate in the Pre-Proposal Conferences. A maximum of three representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant. During the course of Pre-proposal conferences, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall Endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

C. Proposals

2.7 Deleted

2.8 Processing Fee

A processing fee as detailed in the RFP shall be submitted along with the proposal.

2.9 Modification/ substitution/ withdrawal of Proposals

2.9.1 No Proposal shall be modified, substituted, or withdrawn by the Applicant.

D. PREPARATION AND SUBMISSION OF PROPOSALS

2.10 Format and Signing of Proposals

2.10.1 The Applicant shall provide all the information sought under this RFP. The Authority will evaluate only those Proposals that are received in the required formats and are complete in all respects.

2.10.2 The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal.

2.11 Sealing and Marking of Proposal

2.11.1 **The Applicant shall submit the Proposal in the format specified, and seal it in envelopes in the manner described hereunder.**

2.11.2 The documents accompanying the Proposal shall be placed in separate envelopes and marked as indicated below. The Proposal submission shall include:

Envelope 1: “Key Submissions”

- a. Letter of Proposal in the prescribed format (Appendix I);
- b. A non refundable processing fee in the form of demand draft is required to be enclosed for an amount of Rs. 10,000 (Rupees Ten Thousand only) drawn in favor of CEO, Naya Raipur Development Authority (NRDA) drawn on any scheduled / Nationalized bank, payable at Raipur, Chhattisgarh.
- c. Power of Attorney for signing of proposal in the prescribed format (Appendix – II);
- d. Affidavit of Correct Information (Appendix – III);
- e. A copy of the General conditions of contract with each page initialed by the person signing the Proposal.

Envelope 2: “Technical Proposal”

- a. Technical Proposal as per **Formats I, II, III and IV**
 - b. It shall also contain all the documents required in support of the information given under various formats and appendices as above as well as mentioned in elsewhere in the RFP.
 - c. Broad conceptual Proposal: Plans ,elevations, 3D views & Perceptive etc
- 2.11.3 The applicants shall also submit true copies of the documents (comprising Key Submissions and technical proposal) accompanying the Proposal, as specified and also in soft version in CD Rom. The CD shall be placed in a separate sealed envelope marked as “Copy of

Documents”.

The two envelopes specified in Clauses 2.11 shall be placed in an outer envelope, which shall be sealed. Each of the two envelopes shall clearly bear envelope 1 and envelope 2 along with the following identification:

Proposal for the Selection of (“Technical Consultant”) for the “for the “Planning and Designing for Comprehensive Development of Election Commission building, sector 19 at Naya Raipur (“the Project”) and shall clearly indicate the name and address of the Applicant. In addition, the Proposal Due Date should be indicated on the right hand top corner of each of the envelopes.

2.11.4 Each of the envelopes shall be addressed to:

ATTN. OF:	Chief Executive Officer (CEO)
	Naya Raipur Development Authority, 1st floor, Utility block, Capitol Complex, Sector- 19, Naya Raipur- 492 002, Chhattisgarh E-mail, ceo@nayaraipur.com

2.11.5 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.

2.11.6 Proposals submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.11.7 **Supporting documents to be submitted by the consultants**

a) The Applicant s shall submit along with the Technical Proposal the following documents in support of its eligibility.

Sr.	Parameter	Supporting Documents
1	Comprehensive planning and designing of at least one government building of having not less than 4000sqm built-up area completed during last 5years after 30.07.2008	Completion Certificate from the Client along with photograph and building permission from ULB if any, occupancy certificate from ULB etc. shall be enclosed.
2	Average annual turnover of at least Rs. 25 Lakhs in the last 3 years.	Audit certificate from statutory authorities / copy of audited balance sheet in respect of last three financial years, duly certified by a Chartered Accountant
3	Qualifications and competence of the key professional staff proposed	CVs of the key professionals as detailed in RFP

2.12 Proposal Due Date

2.12.1 Proposal should be submitted on or before the Proposal Due Date and time at the address provided in **Clause 1.2** in the manner and form as detailed in this RFP.

2.12.2 **The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum uniformly for all Applicants.**

2.13 Late Proposals

Proposals received by the Authority after the specified time on the Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.14 Rejection of Proposals

- 2.14.1 The Authority reserves the right to accept or reject all or any of the Proposal without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Proposal or to give any reasons for their decision.
- 2.14.2 The Authority reserves the right not to proceed with the Selection Process at any time, without notice or liability, and to reject any Proposal without assigning any reasons.

2.15 Validity of Proposals

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date . The validity of Proposal may be extended by mutual consent of the respective Applicants and the Authority.

2.16 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Proposals shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Selection Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority.

2.17 Correspondence with the Applicant

The Authority shall not entertain any correspondence with any Applicant in relation to acceptance or rejection of any Proposal.

3. EVALUATION OF PROPOSALS

3.1 Opening of Proposals:-

- a. The Outer Envelope and Envelope 1, shall be opened by the CEO or any officer authorized by him after the proposal due time on the Proposal Due Date, at the place specified and in the presence of the Proposal who choose to attend. If found responsive, the envelope II shall be opened there after.
- b. The Authority will subsequently examine and evaluate the Proposals in accordance with the provisions set out hereunder.
- c. To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Proposal.

3.2 Tests of responsiveness

The Authority shall 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 format as prescribed in the RFP.
- b. It is received before the Proposal Due Date and time including any extension thereof
- c. It is signed, sealed, in spiral bound booklet and marked as stipulated.
- d. It is accompanied with Appendix I, II & III duly signed and filled up.
- e. It is accompanied by the Power(s) of Attorney as specified in **Clauses 2.1.3**, if applicable.
- f. It contains all the information (complete in all respects) as requested in this RFP and / or Proposal Documents (in formats same as those specified);
- g. A non refundable processing fee in the form of a demand draft is required to be enclosed for an amount of Rs. 10,000 (Rupees Ten Thousand only) drawn in favor of CEO, Naya Raipur Development Authority (NRDA) drawn on any scheduled / Nationalized bank, payable at Raipur, Chhattisgarh.
- h. It does not contain any condition or qualification; and
- i. It is not non-responsive in terms hereof.

Satisfying the Test of Responsiveness is mandatory for Applicants to be selected for next stage of evaluation. If any material deviation is found in the formats then it will be judged as non-responsive.

3.3 Mandatory Eligibility Criteria: The Applicant must satisfy the Mandatory criteria as below:-

- a. The consultant should have carried out Comprehensive planning and designing of at least one government building of having not less than 4000sqm built-up area completed during last 5years after 30.07.2008
Proof of project completion certificate and other supporting documents such as copy of work order, agreement and certificate of completion from client, photographs, building permission, occupancy certificate from ULB etc. shall be enclosed.
- b. The consultant should have an average annual turnover of at least **INR 25 Lakhs as in the last three financial years (2010-2011, 2011-2012, and 2012-2013)** from planning and design consultancy Services.
- c. Consortium is not allowed for the project

3.4 Technical Proposal: - The bidder, fulfilling the mandatory eligibility criteria as above shall

be evaluated for the technical proposal submitted by them.

3.4.1 **Contents of Technical Proposal** : The technical proposal shall consist of the following:

I. Experience of Firm

- a) The documents regarding completion of work as desired in the eligibility Criteria to establish the parameters as mentioned stating the details of the project including area in sqm., Cost in INR, Project brief including specification, photograph etc. Delay in execution of work if any and other relevant parameters. The Certificate from the client shall be produced.
- b) Audit certificate from statutory authorities / copy of audited balance sheet for last three financial years, duly certified by a Chartered Accountant.

II. Team of key professionals:

Applicants must include the following key professionals in the Team:

Sl. No.	Position	Experience
1	Team Leader / Lead Consultant	He/ She shall be Bachelor of Architecture and shall have a minimum of 15 years of experience in planning and Designing with at least one High Rise Building completed during last 5 years.
2	Structural Engineer	Should be a Structural Engineer with minimum 15years of experience in structural design of building and other structures..
3	Quantity surveyor	Should be a Bachelor of in Civil Engineer with minimum 10years of minimum experience in quantity survey of buildings and infrastructure works.

Note:

- 1. Other than the required Key personnel the Consultant shall also be required to engage other experts, Electrical, PHE, Irrigation, HVAC, Fire Fighting, and other consultant etc. required for successful completion of the project .

In addition to above, the following conditions shall apply:

- a. Only one Curriculum Vitae (CV) may be submitted for each position and relevant experience which is similar to this Project, must be demonstrated using the formats set out in Section III and documentary evidence provided. Signed and dated CVs by the proposed key professional staff must be provided.
- b. No alternative to key professional staff can be proposed.
- c. Maximum of one key persons listed above can be replaced during the tenure of the assignment with equivalent or higher qualification and experience with prior permission from the Authority.
- d. In case any personnel are required to be changed for reason beyond the control of the Consultant, it may be replaced with the prior approval of NRDA by personnel of equal or higher qualification and experience.
- e. Any change in more than one of the key persons other than Team Leader during the tenure of the assignment would attract a one-time penalty of 1% of the professional fees for the assignment for each such change.
- f. **It is to be noted that in any case, Team Leader/ Lead Consultant of the Project cannot be**

substituted.

- g. Only completed project experience would be considered for evaluation.
- h. A good working knowledge of English is essential for key professionals.
- i. Any external consultant/sub consultant will have to be approved by NRDA.

III. Approach and Methodology

- a. The applicant must submit the detailed approach and methodology which shall include the Understanding of the project, Approach as well as methodology and the initial concept design on the basis of requirement given in this RFP, to cover various elements as described in the under marking system in clause 3.5, here order.

3.5 Marking system:

The Technical Proposal shall be evaluated on the following parameters:

SL. NO	PARAMETERS	Maximum Marks Awarded
I	Experience of Firm	45
A	Experience as per eligibility criteria of the firm in providing comprehensive planning and designing of government building of having not less than 4000sqm built-up area completed during last 5years after 30.07.2008 1. Experience of at least one completed similar project will score 20marks. 2. Experience of at least two completed similar projects will score 25marks. 3. Experience of at least three of more completed similar projects will score 30 marks.	30
B	Average annual turnover in the last 3 years. 1. INR 25Lakhs to 50Lakhs will score 10marks. 2. INR 50Lakhs and above will score 15marks.	15
II	Key Personnel in the team for the Project based on: (i) The relevant qualification (ii) And relevant work experience in projects of similar nature	25
A	Team Leader / Lead Consultant	15
B	Structural Engineer	5
C	Quantity surveyor	5
III	Approach & Methodology (To be evaluated on the basis of submissions)	30
A	General understanding of the project	
i	Understanding of requirements	2.5
ii	Methodology Write-up in conformity with TOR	2.5
B	Concept design	
	Broad Conceptual proposal ,elevations, Preservative & 3D views etc.	10
C	Innovativeness/Comments on Terms of Reference	5
D	Work Program	
i	Organization Chart to be deployed for the project	4
ii	Graphical Presentation of Work Chart (Bar Chart)	3
iii	Staffing Schedule for the project	3
Total (I + II + III)		100
Those scoring a minimum of 70 marks in the above evaluation shall be invited for making the presentation on the detailed concept design to be made before the committee appointed by NRDA.		

3.6 Selection process of Technical Consultant

3.6.1 Responsiveness

1. The Applicants meeting the criteria set out in Clause 3.2 shall be declared as the Responsive proposals. The Applicants not meeting the criteria set out in Clause 3.2 shall be declared as Non Responsive Proposals.
2. As part of the evaluation, the Key Submission in envelope 1 shall be checked for responsiveness and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.
3. Quality Based Selection method would be adopted for selection of Consultant for the Assignment.
4. In case there are two or more Applicant s obtaining the highest Composite Score, NRDA may decide in favour of the consultants obtaining more marks in **the Broad Conceptual proposal**. The selection in such cases shall be at the sole discretion of NRDA.

3.6.2 Mandatory eligibility Criteria

1. The applicant shall be evaluated for the mandatory eligibility criteria as mentioned in para 3.3 above to meet the minimum eligibility based on the proposal submitted in envelope 2.
2. Those found eligible shall be evaluated for the technical proposal submitted.

3.6.3 Technical Evaluation

1. The technical evaluation committee shall evaluate objectively and allot markings on the basis of the technical submittals, out of 100marks as detailed in clause 3.5 above.
2. Those applicants who obtain 70 or more marks in the technical evaluation shall be invited for making the presentation before a committee, appointed by NRDA.
3. The committee shall award the rankings during presentation, based on the objective assessment with respect to Design Requirements and Scope of work as detailed in the RFP.
4. The Applicant obtaining the highest Rank would be declared as the short listed Applicant.
5. NRDA reserves the right to reject any Proposal, if:
 - i. At any time, a material misrepresentation is made or discovered; or
 - ii. The Applicant does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.
6. Notwithstanding anything contained in this RFP, NRDA reserves the right to accept or reject any Proposal, or to annul the Selection process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.

3.6.4 Award of Consultancy

1. In the event of acceptance of the Proposal of the short listed Applicant with or without negotiations, NRDA shall declare the Applicant as the Successful Applicant. NRDA will notify the Successful Applicant through a Letter of Acceptance (LoA) that its Proposal has been accepted.
2. The Key personnel as mentioned in the RFP shall not be replaced during the project planning period i.e up to the call of tenders, subject to the provisions as stated elsewhere in the RFP.
3. The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.
4. The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall have to be replaced by the Applicant to the satisfaction of the Authority.
5. The Successful Applicant shall execute the Consultancy Agreement within one week of the issue of LOA or within such further time as NRDA may agree to in its sole discretion. Failure of the Successful Applicant to comply with the requirement shall constitute sufficient grounds for the annulment / withdrawal of the LOA. In such an event, NRDA reserves the right to:
 - a. Either invite the next best Applicant; or

b. Take any such measures as may be deemed fit in the sole discretion of NRDA, including annulment of the Selection process.

3.7 Contacts during Proposal Evaluation

Proposals shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Applicants. While the Proposals are under consideration, Applicants and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Proposals under consideration.

4. MISCELLANEOUS

- 4.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Raipur and Chhattisgarh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Selection Process.
- 4.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) Suspend and/ or cancel the Selection Process and/ or amend and/ or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) Consult with any Applicant in order to receive clarification or further information;
 - (c) Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Proposal; and/ or
 - (d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.
- 4.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

5. CONSULTANCY FEE

- a. The consultancy fee has been fixed as **Rs. 450 (Rupees Four hundred and fifty only) per sqm** of the Actual floor area for the FAR achieved as defined in CG Bhoomi Vikas Niyam 1984. The area which is not considered for the FAR shall not be considered for payment except the actual basement area, if any. The actual basement area shall be added in the floor area as above for payment of consultancy fee. This shall be inclusive of all out of pocket expenses to be incurred by the Consultant towards all the services required to be rendered as mentioned in the RFP & GCC including site visits, travel, documentation and communication etc., all taxes, royalties, fee and charges excluding the service tax as applicable. The service tax shall be paid in addition to the fee payable as per agreement and at a rate as applicable.
- b. For the purpose of making payments in terms of Clause 6 of General Conditions of contract, the estimated built-up area shall be considered as **(Plot Area x FAR)** sqm, till the actual built-up area of the project is arrived at, and approved by the Building plan approval authority.
- c. In case due to any reasons the contract is not completed as per terms of RFP, the consultant shall be paid for the stage up to which the work has been completed by the consultant and submitted to NRDA. In such case NRDA shall not be liable for any direct or indirect losses what so ever. In such cases the decision of NRDA shall be final and binding.

SECTION - II

1. DESIGN REQUIREMENT : Please Refer Annexure 1A & 1B

2. SCOPE OF WORK

Broad Scope of services

NRDA intends to develop

- a. Preparation of Comprehensive Architectural Design (Site Layout, Building layout plan, Building design, structural design, furniture layout, service design and preparation of working drawings) for development of State Election commission & Chief Election Officer Building Including preparation of cost estimates, bills of quantities, Obtaining the statutory approval, assistance to PMC in framing the tender document for project execution and periodic site supervision of project.
- b. Design Services

The broad scope of services shall include but not limited to the following,

1. Carry out case studies of best designed similar Buildings in India and abroad and develop detail design brief in Consultation with the appropriate authority.
2. Site assessment study
3. Overall design of the full site in the form of outer block design, elevations, 3D forms, walkthrough and total parking requirement with clear cut identification of the area for the first phase of the development.
4. Preparation of comprehensive Architectural Design for the full phase of development (Site Layout, Building layout Plan, building design, structural design, service design and preparation of working drawings) for development of various buildings in the campus.
5. Obtaining the statutory approvals and other required clearances.
6. Preparation of detailed cost estimates , Rate analysis and all working drawings good for construction
7. Preparation of BOQs, specifications & Drawings
8. Periodic supervision and coordination with PMC, NRDA and contractor during construction

Stage 1: Conceptual design and block cost

The consultant shall:

1. Carry out case studies of best designed similar Campuses in the across in India.
2. Prepare a design brief after taking into consideration the Client's requirements and discussion with concerned departments for detail building uses, activities, functional relationship, space requirement and site Planning.
3. Study of Development plan, Urban Design Guidelines, GDCR of Naya Raipur , Bhoomi Vikas niyam of Chhattisgarh and study of local Architecture of Chhattisgarh
4. Conduct detailed site survey identifying physical features and contours, detailed Site Evaluation, Geo technical survey, Site analysis/opportunities and constraints study, analysis of architectural character, connectivity, social issues and heritage.
5. Study Site Capacity to develop design options.
6. Prepare preliminary proposal for development and its impact on immediate environs.
7. Prepare Conceptual plan of landscape, building foot print (including water harvesting and other site measures) and location of utilities
8. Carry out pedestrian/ Non motorized Transport/motorized vehicular movement & parking analysis and planning.
9. Carry out Volumetric study and urban form recommendations. Urban Design or volumetric disposition in 3D drawings and supporting plans and quantifications.
10. Study and incorporate Architectural controls/guidelines/regulations for proposed building based on the Master Plan and Urban Design Guidelines for Naya Raipur city

-
11. Prepare Conceptual design showing:
 - i. Master Plan of site based on chosen option clearly indicating all components.
 - ii. Broad Land use of site along with calculations.
 - iii. Trunk Level Network of services of site
 - iv. Building design, space planning, and area distribution
 - v. Site Grading, preliminary cut fill quantities and Landscape Design
 - vi. Graphic Design and Signage.
 - vii. General furniture layout
 12. Prepare a report for of campus concept design containing all the above clearly bringing out the design thought process and comparison of options.
 13. Estimate block cost of design for external development, building services and landscape.
 14. Submit the draft conceptual layout, block estimate of cost and the report as described under sub para 1 to 13 above.

Deliverables (2 Sets Each)

- a) hard copies and soft copies (editable format in CD ROM) of conceptual design and rough cost estimate
- b) hard copies and soft copies (editable format in CD ROM) of case studies

Stage 2: Draft Building Plans and Block cost of estimate

The consultant shall:

1. Make a presentation of the conceptual layout and take into consideration any change, modification if required
2. Prepare the draft conceptual layout with block cost estimate incorporating desired changes for approval of NRDA
3. Submit final layout after incorporating changes, if any, by NRDA
4. Prepare draft Building Plans, Elevation and sections and block cost of estimate and submit for approval and make presentation
5. Submit a design basis report for structural design based on the Geotechnical survey as well as the finalized design.
6. Submit a design basis report for all the services.

Deliverables (2 Sets Each)

Hard copies and soft copies (editable format in CD ROM) of Final conceptual design

- A In the form of Plans, elevations, sections etc. in suitable scale
 - B 3d Forms study by giving 3D views of final design, detail model at suitable scale & Walkthrough of premium HD quality showing different blocks ,entrances, parking area, different types of activities, features and movements in each room as per instruction of Client.
 - C any relevant details supporting the concepts, including geotechnical survey report, contour survey report.
 - D broad cost estimates for overall building and Landscape
- a) Hard copies and soft copies (editable format in CD ROM) of draft Building plans, elevation and sections
 - b) Hard copies and soft copies (editable format in CD ROM) of Design Basis report for Structural design and services.

Stage 3: Preparation of structural designs and working drawing for civil works, all services, Landscape and interior design

The consultant shall:

1. Prepare the draft final building plan, elevations, and sections and block cost of estimate incorporating desired changes for approval for NRDA.
2. Submit final Building plan after incorporating changes if any for approval of NRDA as required
3. Assist NRDA after approval of Final building plan in obtaining approval and clearances from various authorities as required

4. Prepare structural design and working drawings required for execution of all civil works for building and site development and submit for approval.
5. The Structural Design and Drawings are to be vetted and got approved (Proof Checked) from IIT Roorkee / IIT Delhi or any other institute as approved by NRDA..
6. Fee for proof checking of the structural designs and drawings shall be paid by NRDA, however, the liasoning and reiteration in designs/drawings, if needed, shall be done by the Technical Consultant at his own cost.
7. Modify the structural designs and working drawings based on the comments of NRDA proof checking agency appointed by NRDA and resubmit for approval.
8. Preparation of Working drawings for all services, Landscape and interior design
 1. Prepare details working drawings for
 - Electrical and telecom design
 - Public Health Engineering services covering the following systems:
 - i. Water Supply
 - ii. Sanitation and drainage
 - iii. Water treatment— recycle and reuse options
 - iv. Solid waste Management system
 - Design and working drawings covering.
 - i. Fire Protection / Fighting System
 - HVAC Engineering covering all heating, ventilation and air-conditioning system
 - Design Proposal systems and working drawings covering.
 - i. Building automation system
 - ii. Lifts/escalator and other vertical movement systems
9. Prepare Design and working drawings for internal and external Landscape, irrigation ,lighting design, Façade lighting design and water feature design
10. Prepare general furniture layout for all the built up areas and allocated spaces
11. Prepare **Interior Design** and working drawings for **all the built-up areas and common spaces** such as entrance plaza, lobby areas, conferences, cafeterias, meeting rooms etc in the form of false ceiling, flooring, acoustics, illumination, painting, wall textures, finishes and furniture's design.
12. Only the typical furniture planning and designs shall be proposed for each type of residential units.
13. Submit the working drawings for all services, landscape, interiors to the NRDA for approval
14. Modify the working drawing based on the comments and resubmit to NRDA for approval

Prepare detail cost estimate, Bill of quantities and rate analysis on the basis of local SoR / Market rates based on the final design and working drawings and submit to NRDA for approval after finalization of working drawings.

Deliverables (2 Sets Each)

- a) hard copies and soft copies (editable format in CD ROM) of Final Building plans, elevation and sections
- b) hard copies and soft copies (editable format in CD ROM) of Structural designs and working drawings for civil works, along with structural analysis and design results
- c) hard copies and soft copies (editable format in CD ROM) of working drawings of services, landscape and interiors
- d) hard copies and soft copies (editable format in CD ROM) of detail cost estimates, Bill of Quantities and rate analysis

Stage 4: Finalization of detail cost estimates, rate analysis and Bill of Quantities

The consultant shall:

1. Modify detail cost estimates, rate analysis and Bill of quantities based on the comments of NRDA and resubmit for approval
2. On approval of detail cost estimate, rate analysis and Bill of quantities Provide inputs and clarification to NRDA / PMC for finalizing tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other General and Special conditions of contract.(Main responsibility of preparing tender documents will be with PMC)
3. Assist NRDA and PMC in the selection process management for the appointment of contractor.
4. Obtaining all statutory approvals from Local Authority and the government.
5. Open a local office for coordination with PMC and NRDA and to provide technical assistance on design / drawing / specification as requested by PMC

Deliverables (2 Sets Each)

Hard copies and soft copies (editable format in CD ROM) of detailed cost estimates, rate analysis and Bill of quantities, specification, all working drawings and special conditions of contract

Stage 5: Issue of all Working drawings

The consultant shall:

1. Modify all the working drawings (GFC, Structural, utilities landscape, services and interiors) and issue for construction based on the comments of NRDA

Deliverables (5 Sets)

hard copies and soft copies (editable format in CD ROM) of working drawings good for construction (GFC) of all the works such as Architectural, Structural, utilities landscape, services and interiors.

Stage 6: Supervision during construction phase

The technical consultant shall:

1. Coordinate with PMC / NRDA and provide clarification on any details required by the Authority and PMC.

2. Review the shop drawings prepared by contractor for construction on site and give timely approval.
3. Attend periodic site meetings and work progress review meetings as requested by PMC and NRDA.
4. At least 18 Visit to the site of work, at intervals, to inspect and evaluate the construction works by the review experts as desired by NRDA/ PMC in writing. This shall include visits by the expert designers for clarification / decision etc to the site. The expert shall be available for one full day. The visit shall be planned at a notice of one week. These visits shall be in addition to the site supervision staff deputed during construction period. Consultant shall have to revise any detail if any discrepancy is observed between drawing and actual possibility on site based on the suggestion of PMC as per the site requirements.
5. Have to give timely approval to samples of materials forwarded by PMC.
6. Specific comment on the extra items/ deviations their specifications and rate analysis wrt tender conditions and market rates.

Deliverables (5 Sets)

Hard copies and soft copies (editable format in CD ROM) of work completion status at every stage as defined in the payment schedule

Stage 7: Completion of Services

The consultant shall

1. Prepare and submit completion reports and drawings for the project as required and
2. Assist the Client to get the “Completion/Occupancy Certificate” from statutory authorities, wherever required.
3. Assist PMC in certifying and issuing three sets of ‘as built’ drawings including services and structures in soft and hard copies.

Deliverables (5 Sets)

Hard copies and soft copies (editable format in CD ROM) of as built drawings including services and structures

Hard copies and soft copies (editable format in CD ROM) of completion report

3. DELIVERABLES:

The time frame and the fee proportion for deliverables would be as set forth in the General Conditions of Contract with reference to clause 6.1 & 6.2.

4. APPROVAL FROM LOCAL AUTHORITIES AND GOVERNMENT.

The Technical Consultant shall proactively assist the Authority in obtaining ' approval from all concerned local authorities, other Government Departments, Traffic Police etc. which are required as per law. The Technical Consultant shall ascertain the formalities that need to be gone through and submissions that need to be made. The Team Leader or the Local Architect, whoever is duly authorized to sign the submissions shall sign and make necessary submissions in this regard. The Technical Consultant shall interact with the relevant authorities, wherever required for obtaining clearances/approvals and carry out necessary changes/improvements required for obtaining such clearance/ approval. Technical Consultant shall make presentations regarding proposals as and when required for obtaining approvals, clearances etc. or as otherwise requested by the Authority. The

responsibility for defending the plans/ proposals and designs including modifications thereto, if any, before the various authorities shall remain with the Technical Consultant. All necessary approvals have to be arranged before Stage 4. If any fee is to be paid in obtaining the approvals to the local bodies or the Govt. the same shall be paid by NRDA on submission of the demand note by the Consultant.

5. ASSISTANCE IN PREPARATION OF PROPOSAL DOCUMENTS

The Technical Consultant shall assist the Authority in preparation of the tender documents by providing intermittent inputs as and when required. The costs of all such inputs provided by the Technical Consultant shall be deemed to be included in the Financial Proposal and no separate costs or expenses would be payable for this work.

6. ASSISTANCE IN PRE-PROPOSAL MEETINGS

The Technical Consultant shall assist the Authority in pre- Proposal meetings for selection of the contractor. The Technical Consultant shall envisage this in their financial proposal and no additional cost will be paid by the Authority for this work. It shall be the responsibility of the Technical Consultant to provide these intermittent services as per the Scope of Work.

7. ASSISTANCE FROM AUTHORITY

Authority would provide all relevant available data on the project site, and other documents/information/reports in its possession as it may consider relevant to the study as and when such information is received by/is available with Authority. The Applicants would be required to check the veracity of the information provided and Authority would not be liable for any deficiency in the information provided.

8. PERIODIC SUPERVISION

After the commencement of work the consultant shall provide all assistance to the NRDA/ PMC in providing any further clarifications, details, designs, drawings, etc required during the execution and sort out any queries raised by the contractor without any additional cost.

The Team Leader and other members of Team shall provide a minimum of one visit per month during the construction period subjected to a maximum of 18visits.The visits shall be in addition to the visits required to Raipur / Naya Raipur before finalizing the construction agency i.e. issue of work order to the construction agency

In case of any additional site visit specified in the above scope of work by expert designers for clarification / decision etc to the site is warranted, the consultant shall be paid Rs.10000/- per person per day allowances and the actual air travel by economy class shall also be reimbursed for the site visit including all the expenditure such as lodging, boarding etc' inclusive of all taxes except service tax as applicable which shall be reimbursed by the authority as actual upon submission of the site inspection / visit report.

9. SITE TEAM

- a) In addition to the above back office positions, the consultant depute an architect at site of minimum 5years of experience to provide technical support to NRDA, who will coordinate and assist the Client, PMC, Consultant's back office inputs, submissions, timely deliverables and facilitate the entire approval process of the Project and issuing of GFC and working drawings, Review of Progress reports and issue clarifications during construction period.

APPENDIX – I

Letter of Proposal

Dated:

The Chief Executive Officer,
Naya Raipur Development Authority (NRDA),
Raipur – 492002

Sub: Proposal for the Selection of (“Technical Consultant”) for the “Planning and Designing for Comprehensive Development of State Election Commission and Chief Election Officer Building, sector 19 at Naya Raipur.” (“the Project”)

Dear Sir,

1 With reference to your RFP document dated [REDACTED], I/we, having examined the Proposal 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 I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Proposal.

4 I/ We acknowledge the right of the Authority to cancel the Selection process at any time or to reject any Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

We understand that only a single Consultant will be selected for project mentioned above. In case we are shortlisted in more than one project, we assume that the quality and time of delivery of services will not be affected and we shall ensure

However NRDA reserves the right to restrict the scope of work to either one or both projects depending on the materialization of projects.

5 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.

6 I/ We declare that:

(a) I/ We have examined and have no reservations to the Proposal Documents, including any Addendum issued by the Authority.

(b) I/ We do not have any conflict of interest in accordance with the provision set out in the RFP document;

(c) I/We have not directly or indirectly or through any agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or

request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7 I/ We declare that we are not a Member of any other firm submitting a Proposal for the Project.

8 I/ We further certify that in regard to matters relating to Proposal 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.

9 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.

10 I/ We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the referred to above, we shall intimate the Authority of the same immediately.

11 In the event of my/ our being declared as the successful Applicant, 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.

12 The Consultancy Fee, detailed in the RFP has been accepted by me/us after taking into consideration all the terms and conditions stated in the RFP including General Conditions of contract.

13 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 Authorized signatory)

Place:

(Name and designation of the of the Authorized signatory)

Name and seal of Applicant

Power of Attorney for signing of Proposal

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

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

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

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

Witnesses:

1

2

Accepted

[Notarised]

(Signature)

(Name, Title and Address of
the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

Affidavit of Correct Information

[Rs.100/- (Rupees Hundred only) Stamp Paper duly notarized]

**To,
The Chief Executive Officer,
Naya Raipur Development Authority (NRDA),
Raipur – 492002**

With reference to the documents submitted to NRDA, we hereby undertake that other than the details provided under RFP Submission, we have no dispute/ litigation/ legal proceedings against any of our clients, in any of our projects other than the listed.

All documents and information submitted in Technical Tender (including the above undertaking) are certified to be accurate, correct and final. In the event that any of the documents or information submitted by us is found to be in-accurate/ incorrect/ misleading, we understand that our Tender is liable to be cancelled or if contract is awarded, contract is liable to be terminated, without prejudice to any of the rights of NRDA, which otherwise may be accruable to NRDA.

I also undertake that I will furnish all other documents required under the Tender document or contract, after signing the agreement during execution of work.

Signature of Tenderer

Date: _____

SECTION - III

Format I

PROJECT EXPERIENCE

The information regarding the relevant experience of the firm should be provided in the format below.

Project Name:	Location of Project:
Name of Client:	Address of Client (including E mail ID):
Start date (month/year):	Approximate value of services:
Completion date (month/year):	
No. of staff provided: by your firm:	Number of staff months provided by your firm:
Name of Associate Firm:	No. of months of professional staff provided by Associate Firm:
Narrative description of Project <i>Include the following information:</i> <ul style="list-style-type: none">• <i>Project Brief</i>• <i>Project cost</i>• <i>Current status</i>	
Description of actual services provided by your Staff:	
Name of Senior Staff of your firm involved and functions performed:	

The Project Data Sheets should necessarily be accompanied with copies of work orders / advisory services agreements/service certificates from clients / independent auditor¹as applicable, as proof of experience. Projects without proof of experience shall not be considered for evaluation.

¹ The independent auditor issuing the certificate should clearly indicate his/her membership number assigned by the Institute of Chartered Accountants of India (ICAI) or equivalent organization abroad.

Format II

Format of Curriculum Vitae (CV) for Proposed Key Staff

Name of Staff	:	
Profession	:	
Years with Firm	:	
Nationality	:	
Area of Specialization		
Proposed Position on Team	:	

Key Qualifications

Project Details	Degree of responsibility/ Experience

Education

DEGREE	Name of Institute	Year

Experience

POSITION HELD	
Duration	
Location	
Types of activities performed	
Names of relevant projects handled	
Client References	

Languages Known

	Speaking	Reading	Writing

Certification

- I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Signature

Name of Key Staff _____ :

Date _____ :

Note: The CVs shall be signed by the proposed key staff the person signing the proposal and counter signed.

Format III

Work Plan

Activity Description	Duration of activity (no. of weeks)	Name of assigned personnel
Activity 1		
Activity 2		
Activity 3		
Activity 4		
Activity 5		

(Illustrative schematic of Work Plan with Manpower Allocation)

Format IV

Technical Proposal

The Technical Proposal shall set out the approach and methodology proposed for the Project and shall comprise:

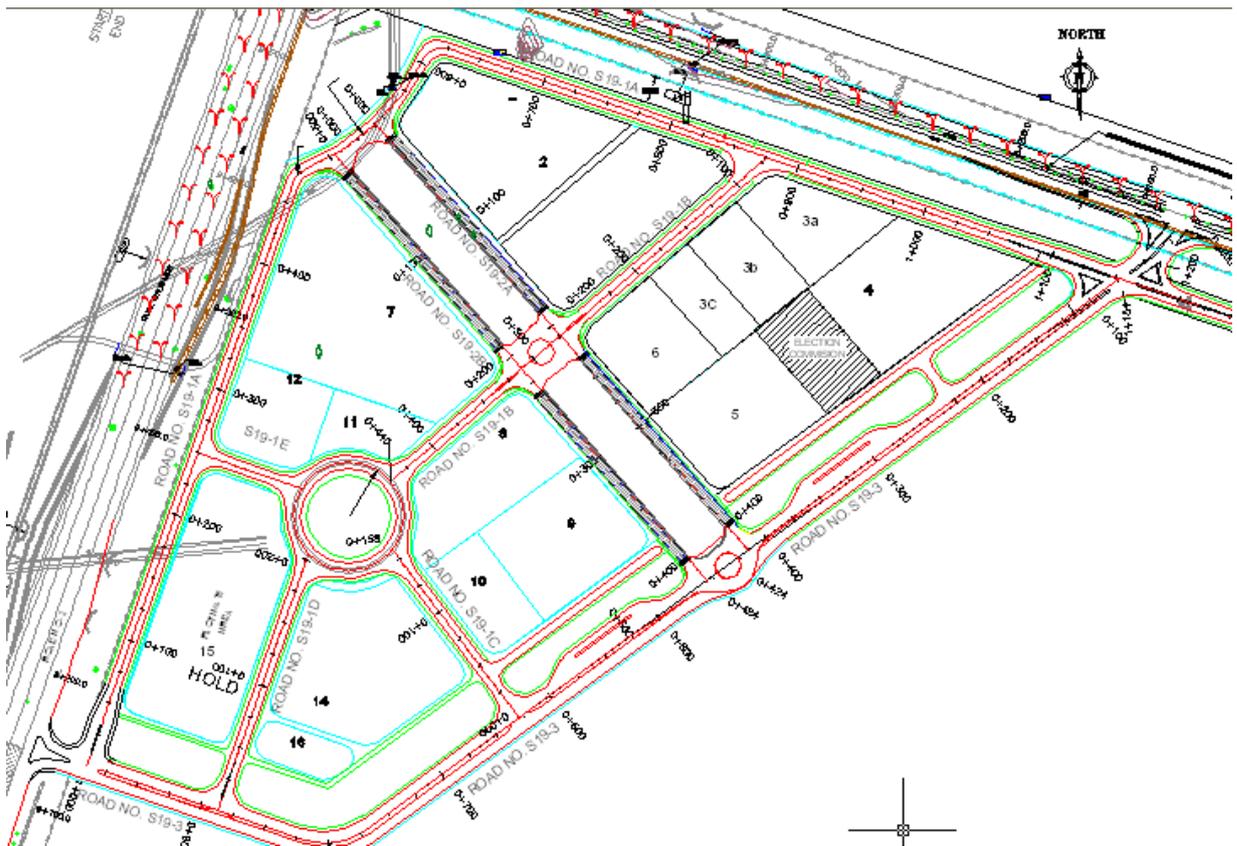
1. Approach and Methodology

- Project Appreciation
- Team deployment details for the project including details of team member and their expertise.
- Conceptual site plan based on energy efficient design Principles
- Conceptual building plan showing 3d views of forms, elevation and perspective etc. in proper scale showing Energy efficient design.
- Methodology for space Planning.
- Methodology of planning based on the Rules and regulations enacting on the site.
- Services Planning

Annexure 1A : Details of Plot Area

Project - Plot	Plot Area (Sq.m.)	Max. permissible FAR	Max. ground coverage	Max. height allowed	Marginal setbacks
Planning and Designing for Comprehensive Development of State Election Commission & Chief Election Officer Building at sector 19 at Naya Raipur	4160.00	1	25%	18 m	Front- 15m, Other sides-6m

Annexure 1B : Key Plan



Annexure 2: Draft Agreement

THIS AGREEMENT ("**Agreement**") is made on the _____ day of _____, 2012 at Raipur.

BETWEEN:

Naya Raipur Development Authority (NRDA), acting through CEO, NRDA (hereinafter referred to as "Authority" or the "First Party" which expression shall, unless it be repugnant to the context or meaning thereof, include its respective successors, administrators and permitted assigns) of One part

AND

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

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

WHEREAS

- A. The Naya Raipur Development Authority ("NRDA") intends to develop a State Election Commission & Chief Election Officer Building at Naya Raipur.
- B. With the aforesaid objective, NRDA ("the Authority") intends to appoint a consultant ("Technical Consultant") for providing RFP for the Planning and Designing for Comprehensive Development of State Election Commission Building & Chief Election Officer Building at Naya Raipur ("the Project").
- C. the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said

proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the “LOA”); and

D. in pursuance of the LOA, the parties have agreed to enter into this Agreement.

E. The first party hereby appoints the second party as consultant and the second party accepts the appointment on the conditions as laid down in the following documents:-

1.	Terms of Service and General Conditions of Contract as submitted in RFP Volume I and Volume II along with the formats appendices
2.	Composition of the team and tasks of Key personnel
3.	Letter of Award along with any other negotiation letter before acceptance

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of **CEO, NRDA**

Naya Raipur Development Authority

Technical Consultant:

Signature

Signature

CEO, NRDA

Naya Raipur Development Authority

In the presence of:

1.

2.

VOLUME II

General Conditions of Contract

SELECTION OF TECHNICAL CONSULTANT FOR THE
PLANNING AND DESIGNING FOR COMPREHENSIVE
DEVELOPMENT OF STATE ELECTION COMMISSION &
CHIEF ELECTION OFFICER BUILDING IN NORTH BLOCK,
SECTOR 19 AT NAYA RAIPUR



NAYA RAIPUR DEVELOPMENT AUTHORITY

1st floor, Utility block, Capitol Complex, Sector- 19, Naya Raipur- 492 002,
Chhattisgarh e-mail, ceo@nayaraiipur.com

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THIS AGREEMENT ("Agreement") is made on the --- day of ----, 2013 at Raipur.

BETWEEN:

NAYA RAIPUR DEVELOPMENT AUTHORITY, ----- (hereinafter referred to as "Authority" or the "First Party" which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators and assigns) of One part

AND

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

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

WHEREAS

- A. The Naya Raipur Development Authority ("NRDA") intends to develop State Election Commission Building & Chief Election Officer Building at Naya Raipur.
- B. With the aforesaid objective, NRDA ("the Authority") intends to appoint a consultant ("Technical Consultant") for providing Planning & Design for Election Commission Building & Chief Election Officer Building in Noth Block, Sector 19 in Naya Raipur("the Project").
- C. the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in this Agreement; and
- D. the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the "LOA"); and
- E. in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1. Definitions and Interpretation

1.1.1. The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a. "Applicable Laws" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- b. "Agreement" means this Agreement, together with all the Annexure;
- c. "Consultancy Fee" shall have the meaning set forth in Clause 6.2;
- d. "Confidential Information" shall have the meaning set forth in Clause 3.3;
- e. "Conflict of Interest" shall have the meaning set forth in Clause 3.2 read with the provisions of the Agreement;
- f. "Dispute" shall have the meaning set forth in Clause 10.2.1;
- g. "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- h. "Government" means the Government of Chhattisgarh; or Govt. of India as the case may be.
- i. "Member", in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and "Members" means all of these entities;
- j. "Personnel" means hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- k. "Party" means the Authority or the Consultant, as the case may be, and Parties means both of them;
- l. "Services" means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- m. "RFP" means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- n. "Sub-Consultant" means any entity to which the Consultant subcontracts any part of the Services; and
- o. "Third Party" means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.
- p. "Authority" means CEO, NRDA
- q. "PMC" means Project Management consultant appointed by NRDA.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2. The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction

between or among them the priority in which a document would prevail over other would be as laid down below beginning from the highest priority to the lowest priority:

- a. Agreement;
- b. Annexures of Agreement;
- c. RFP; and
- d. Letter of Award

1.2. Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3. Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement; in particular:

- a. the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- b. the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Raipur shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5. Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6. Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7. Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- a. in the case of the Consultant, be given by facsimile and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Faridabad [*name of the place where the Consultant has its registered office*] may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be

sent by facsimile Consultant may from time to time designate by notice to the Authority;

- b. in the case of the Authority, be given by facsimile and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Raipur it may send such notice by facsimile and by registered acknowledgement due, air mail or by courier; and
- c. any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered.

1.8. Location

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

1.9. Not Used

1.10. Authorized representatives

1.10.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2. The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

ATTN. OF:	Mr. Amit Kataria
DESIGNATION	Chief Executive Officer (CEO),
ADDRESS :	Naya Raipur Development Authority (NRDA), 1st floor, Utility block, Capitol Complex, Sector- 19, Naya Raipur- 492 002, Chhattisgarh
E-MAIL ADDRESS:	ceo@nayaripur.com

1.10.3. The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

-----, -----

1.11. Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1. Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

2.2. Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3. Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may terminate the agreement by issuing not less than 2 (two) weeks' notice to the Consultant and declare this Agreement to be null and void.

2.4. Expiration of Agreement

Unless terminated earlier pursuant to Clause 2.9 hereof, this Agreement shall expire when the Services have been completed and a period of 90 (ninety) days has elapsed after all payments due under this Agreement, have been made.

2.5. Entire Agreement

2.5.1. This Agreement and the Annexures together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed as part of this Agreement.

2.5.2. Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6. Modification of Agreement

2.6.1. Modification of the terms and conditions of this Agreement, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.

2.6.2. However, modification in the Terms of Services may be made by NRDA at any stage by giving 30 days prior notice to the consultant. In such a case the fees may be increased or decreased as the case may be on pro rata basis.

2.6.3. In case of delay caused due to any reasons except due to the default of consultant, the period of service agreement may be extended with or without additional fees for which decision of the Authority shall be final and binding on all the parties

2.7. Force Majeure

2.7.1. Definition

a. For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub- Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2. No breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3. Measures to be taken

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4. Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5. Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6. Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8. Suspension of Agreement

The Authority 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 thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9. Termination of Agreement

2.9.1. By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- a. the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b. the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c. the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 10 hereof;
- d. the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- e. any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- f. The Consultant fails to perform the obligation under this agreement to the satisfaction of the Authority;
- g. as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- h. the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2. By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- a. the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 10 hereof within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue;
- b. the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- c. as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- d. The Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 10 hereof.

2.9.3. Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of its accounts and records, and any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4. Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5. Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination; and
- (ii) except in the case of termination pursuant to sub-clauses (a) through (f) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.9.6. Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 10 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1. General

3.1.1. Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2. Terms of Reference

The Terms of Services to be performed by the Consultant are specified in the Terms of Services (the "TOR") at Volume1 of this Agreement. The Consultant shall provide the deliverables specified therein in conformity with the time schedule stated therein.

3.2. Conflict of Interest

3.2.1. The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement. (Refer Annexure 3)

3.2.2. Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.3. Consultant not to benefit from commissions discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant' sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

- 3.2.4. The Consultant and its Personnel shall observe the highest standards of ethics and have not engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority’s any other rights or remedy hereunder or in law.
- 3.2.5. Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.6. For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
 - (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;

- (c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3. Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (“**Confidential Information**”), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable

under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4. Liability of the Consultant

3.4.1. The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2. Consultant's liability towards the Authority

The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3. The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (a) the Consultancy Fee set forth in Clause 6.2. of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5, whichever of (a) or (b) is higher.

This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.

3.5. Insurance to be taken out by the Consultant

The Consultant shall be responsible to take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost but on terms and conditions approved by the Authority, insurance against the risks, and for the coverage's in accordance with good industry practice. The Authority shall not be liable towards any insurance claims by or against the second party and or its sub consultants.

3.6. Not used

3.7. Consultant's actions requiring the Authority's prior approval

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) Substitute / replace any of the members of the Key Personnel listed in Annexure III.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub- Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (c) any other action that may be specified in this Agreement.

3.8. Reporting obligations

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.9. Documents prepared by the Consultant to be property of the Authority

- 3.9.1. All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Authority, and the Consultant shall, not later than termination or expiration of this Agreement, deliver all such documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the Agreement.
- 3.9.2. The Consultant shall not use these documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.10. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1. General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services. The personnel, listed as key professionals submitted along with the RFP Vol, shall only be deployed in the project.

4.2. Approval of Personnel

- 4.2.1. The Personnel listed in Annexure III of the Agreement (“**Key Personnel**”) shall not be replaced or substituted at all. In case the replacement is inevitable and is beyond the control of the consultant the substitution shall only be done with the prior approval of the AUTHORITY and subject to the provisions mentioned hereunder.
- 4.2.2. If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at “Section II” of the RFP. the Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority’s consideration. In the event the Authority does not reject a proposal within fourteen (14) days of the date of receipt thereof under this Clause 4.2.2, it shall be deemed to have been approved by the Authority.
- 4.2.3. At least one Key Personnel must be employees of the Consultant at all the times during the period of this Agreement.
- 4.2.4. Subject to other provisions of this Agreement, no alternative to Key Personnel can be proposed by the Consultant.
- 4.2.5. Maximum of only one Key Personnel can be replaced during the tenure of the assignment with equivalent or higher qualification and experience with prior permission from the Authority
- 4.2.6. Any change in more than two Key Personnel during the tenure of the assignment would attract a one-time penalty of 1% of the Consultancy Fee for the assignment for each such change.
- 4.2.7. Notwithstanding anything contrary contained in this Agreement, the Consultant shall not have the right to substitute Principal Architect of the Project during the tenure of the assignment.
- 4.2.8. The Principal Architect, himself shall be in contact with the Authority during the planning and design period on regular basis so that the process of approval is done in time. For this purpose the Principal Architect and other Key Professionals shall attend meetings, whenever required at NRDA, Raipur or any other place in India as decided by NRDA. They shall submit and explain explicitly the analysis, planning and designing aspects through 3D/ Power point and other modes during such presentations as required. The cost of all the above shall be deemed to have been included in the Proposal quoted.
- 4.2.9. The Architect to be deputed in the local office team which shall be deployed at NRDA construction site during the execution shall be one, who has been associated with the project during planning and designing stage.

5. OBLIGATIONS OF THE AUTHORITY

5.1. Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2. Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

5.3. Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services;

6. TIME SCHEDULE, DELIVERABLES AND PAYMENT SCHEDULE TO THE CONSULTANT

6.1. Time Period

The period of completion for the project as described in ToR and scope of work shall be as below.

Sr. No	Description	Performance Time
1	Planning and Designing for Comprehensive Development of State Election Commission & Chief Election Officer building, sector 19 at Naya Raipur	4months form the issue of LOA
2	Periodic Supervision (18months for execution and one month for submitting completion Report and drawings, issuance of completion / occupancy certificate.)	18 months from the date of award of contract for execution of work.

The work for items at Sr. No. 1 and 2 above shall be executed simultaneously. **Thus, the total time period shall be (4+18+1) months = 23months.**

6.2. Consultancy Fee

6.2.1. Except as may be otherwise agreed under Clause 2.6 , the payments under this Agreement shall not exceed the Consultancy Fee specified herein (the “**Consultancy Fee**”). **The Parties agree that the Consultancy Fee as detailed in the para 5 of section 1 in the RFP (Volume1) is inclusive of all taxes and inclusive of all out of pocket expenses including the, site visits, expenses of travel, documentation, communication and local office expenses incurred by consultants for carrying out the Services.** The above amount is excluding applicable service tax.

6.2.2. The Consultancy Fee shall be payable as per the detailed schedule below:

Stages	Description of Deliverable	Time Schedule	Payment in %
Part 1	Planning and Designing of Office campus including buildings and services		
Stage 1	On approval of Draft conceptual plan , Block Estimate of cost and Presentation	2 Wks after LOA	10% of Consultancy Fee based on the estimated cost approved by Authority

Stages	Description of Deliverable	Time Schedule	Payment in %
Stage 2	On Approval of Final Conceptual layout, Draft Building plans, Sections Block cost Estimate and Presentation, 3D, model and walkthrough at least 10minutes	2 Wks after Stage 1	10% of Consultancy Fee based on the estimated cost approved by Authority
Stage 3	Approval of Final Building plans , all working drawings for civil work, Service Drawings, Landscape, hard scape and Interior Drawings	4 Wks after Stage 2	10% of Consultancy Fee based on the estimated cost approved by Authority
Stage 4	On Approval of detailed cost estimates, Rate analysis, working drawings , specifications and Tender Documents	4 Wks after Stage 3	15% of Consultancy Fee based on the estimated cost approved by Authority
Stage 5	Issue of all GFC and working drawings	4 Wks after Stage 4	15% of Consultancy Fee based on the estimated cost approved by Authority
	Sub total	16 Wks after LOA	60 % Payment
Part 2	Periodic Supervision		
Stage 1	Issue of work order to the Contractor	Time Period of work given to the contractor including services & landscaping (18months)	6% of Consultancy Fee based on the estimated cost or the awarded cost whichever is less.
Stage 2	After completion of 25% of the work		6% of Consultancy Fee based on the estimated cost or the awarded cost whichever is less.
Stage 3	After completion of 50% of the work		6% of Consultancy Fee based on the estimated cost or the awarded cost whichever is less.
Stage 4	After completion of 75% of the work		6% of Consultancy Fee based on the estimated cost or the awarded cost whichever is less.
Stage 5	After completion of 100% of the work		10% of Consultancy Fee based on the estimated cost or the awarded cost whichever is less.
Stage6	On submitting Completion Report and Drawings and Issuance of completion /occupancy certificate	4 Wks after (Completion of Stage 5)	6% of Consultancy Fee based on the estimated cost or the awarded cost whichever is less.
	Sub total	19 Months	40 % Payment
	Total		100%

- (a) The Consultancy Fee is inclusive of all taxes and all out pocket expenses incurred by the Consultant towards travel, documentation and communication. However, the Fee is exclusive of Service tax.
- (b) Wherever required by applicable laws, the Authority would deduct taxes at source, from the amounts payable.
- (c) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.
- (d) Upon approval of deliverable by the Authority the Consultant shall raise an invoice against the Authority. Within 30days from the date of receipt of such invoice, the Authority shall make payment to the Consultant.
- (e) 5% will be deducted from each of the payments as performance Security which will be refunded without interest after three months of successful completion of projects

6.3. Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws, at their cost

7. PERFORMANCE SECURITY, LIQUIDATED DAMAGES AND PENALTIES

7.1. Performance security

7.1.1. The Authority shall retain by way of performance Security (the "Performance Security"), 5% (five percent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2 and clause 7.3 herein. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiration of this Agreement pursuant to Clause 2.4 hereof.

7.2. Liquidated Damages

7.2.1. Liquidated Damages for delay

In case of delay in submission of any deliverable, as specified in the RFP, liquidated damages, not exceeding an amount equal to 0.2% (zero point two percent) of the Consultancy Fee per week, subject to a maximum of 5% (five percent) of the Consultancy Fee, shall be imposed and shall be recovered from the payments due or by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time may be granted by the Authority

7.2.2. Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3. Deficiency in Services

In addition to the liquidated damages not amounting to penalty, beyond that as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action as detailed below including debarring for a specified period may also be initiated.

If major deficiency is significant nature in the services are observed, an additional levy of compensation up to a maximum of 5% of the consultancy fee shall be made on the consultant. In this regard, the decision of CEO, NRDA will be final and binding.

8. FAIRNESS AND GOOD FAITH

8.1. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

8.2. Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of

such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 10 hereof.

9. OTHER CONDITIONS

9.1 In the event the Authority desires the Consultant to perform such additional services which are not within the Terms of Reference as specified in Annexure 1 (“Additional Services”), the Consultant shall agree to perform such Additional Services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.

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

9.3 All intellectual property conceived, originated, devised, developed or created by the Consultant, its agents, specifically for the purpose of rendering the Services, shall vest with the Authority unless otherwise agreed, between the Authority and the Consultant. The Authority as sole owner and shall be entitled to use such intellectual property for the purpose of the Project
Unless otherwise agreed, the Authority shall have the copyright on all the reports, documents, maps etc., authored, prepared or generated during the course of the Services to be provided by the Consultant.

10. SETTLEMENT OF DISPUTES

10.1. Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

10.2. Dispute resolution

10.2.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 10.3.

10.2.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

10.3. Conciliation

In the event of any Dispute between the Parties, either Party may call upon the **Chairman of the Board of Directors of the NRDA**, for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 10.2.1 or

such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 10.4.

10.4. Arbitration

- 10.4.1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 10.3, shall be finally decided by reference to sole arbitrator appointed by the chairman, NRDA. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act,1996. The venue of such arbitration shall be at Raipur and the language of arbitration proceedings shall be English.
- 10.4.2. There shall be a sole arbitrator, appointed by the chairman, NRDA.
- 10.4.3. The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause shall be final and binding on the Parties from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 10.4.4. The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.
- 10.4.5. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.
- 10.4.6. Any dispute arising during the procedure of selection of the consultant, shall also be subjected to settlement of disputes as per clause 10 as above

11. APPLICABLE LAWS

The procedure of selection of consultant as well as the agreement made on the basis of this RFP shall be governed by Indian laws as applicable in India and in the State of Chhattisgarh.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of
Consultant:

For and on behalf of
Naya Raipur Development Authority

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name) Mr Amit Kataria
Chief Executive Officer (CEO)
Naya Raipur Development
Authority, Raipur-492002

In the presence of:

1.

ANNEXURE 1

Details of the Professional Personnel

(To be prepared based on CV's of the Personnel submitted by the Selected Bidder and approved by the Authority)

ANNEXURE 2

(See Clause 3.2)

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 3.2 of the Agreement and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) Authority and consultants:
 - (i) Potential consultant should not be privy to information from the Authority which is not available to others.
 - (ii) Potential consultant should not have defined the project when earlier working for the Authority.
 - (iii) Potential consultant should not have recently worked for the Authority overseeing the project.
 - (b) Consultants and concessionaires/contractors:
 - (i) No consultant should have an ownership interest or a continuing business interest or relationship with a potential concessionaire/ contractor.
 - (ii) No consultant should be involved in owning or operating entities resulting from the project.
 - (iii) No consultant should Proposal for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.
4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.
5. Another approach to avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition.

As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be

- considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
 7. Another form of conflict of interest called “scope-creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
 8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.