

## REQUEST FOR PROPOSAL

**Selection of  
Project Management Consultant (PMC) for Construction of Low Cost Housing under Basic  
Services to the Urban Poor (BSUP), JnNURM in Naya Raipur**

**RFP NO.: 3485/BSUP-PMC/CE(E)/NRDA/2009-10 Raipur dated 28.7.2010**



**NAYA RAIPUR DEVELOPMENT AUTHORITY**

**In front of Mahanadi Dwar of Mantralaya,**

**Raipur 492 001, Chhattisgarh**

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

**Website: [www.nayaraipur.com](http://www.nayaraipur.com),**

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## REQUEST FOR PROPOSAL

**Selection of Project Management Consultant (PMC) for Construction of Low Cost Housing under Basic Services to the Urban Poor (BSUP), JnNURM in Naya Raipur**

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

**NAYA RAIPUR DEVELOPMENT AUTHORITY**

**SECTION 1  
COVER LETTER**

**READ THESE DOCUMENT CAREFULLY**

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

**For Full Technical Proposals**

**RFP NO.: 3485/BSUP-PMC/CE(E)/NRDA/2009-10 Raipur dated 28.7.2010**

**Selection of PMC for Construction of Low Cost Housing under BSUP, JnNURM in Naya Raipur**

1. Naya Raipur Development Authority invites Proposals for the following consulting services “Project Management Consultancy for Construction of Low Cost Housing under BSUP, JnNURM in Naya Raipur”.
2. The **Background Information and Terms of Reference** for the Consulting services are provided in Section 5 of the Request for Proposal (RFP).
3. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants Including Data Sheet and Evaluation Criteria
  - Section 3 - Technical Proposal Standard Forms
  - Section 4 - Financial Proposal Standard Forms
  - Section 5 - Background Information and Terms of Reference
  - Section 6 - Standard Form of Contract
4. In order to provide more details about the Project and the nature of services required, as well as reply to the queries of the organizations invited to submit detailed proposals, a **pre-proposal meeting will be held at 15:00 hrs. on August 10, 2010 at the venue mentioned in the Data Sheet. It is recommended that the firms may send their senior representatives for proper interaction.**

Sincerely,

Sd/-

Chief Executive Officer  
Naya Raipur Development Authority,  
Near Mahanadi Dwar, Mantralaya  
Raipur 492 001, Chhattisgarh

**SECTION 2.  
INSTRUCTIONS TO CONSULTANTS**

**CONTENTS**

- ☀ Instructions to Consultants**
- ☀ Data Sheet**
- ☀ Evaluation Criteria for Technical Proposal**

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## SECTION 2. INSTRUCTIONS TO CONSULTANTS

### 1. INTRODUCTION

#### General

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

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## Conflict of Interest

1.8 NRDA policies require that selected Consultants under contracts provide professional, objective, and impartial advice and at all times hold the NRDA's interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Consultants shall not be recruited for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of NRDA. Without limitation on the generality of the foregoing, Consultants, and any of their associates shall be considered to have a conflict of interest and shall not be recruited under any of the circumstances set forth below:

- (i) If a Consultant combines the function of consulting with those of contracting and/or supply of equipment; or
- (ii) If a Consultant is associated with or affiliated to a contractor or manufacturer; or
- (iii) If a Consultant is owned by a contractor or a manufacturing firm with departments or design offices offering services as Consultants. The Consultant should include relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Consultant will limit its role to that of a Consultant and disqualify itself and its associates from work, in any other capacity or any future project within the next five years (subject to adjustment by NRDA in special cases), that may emerge from this assignment (including bidding or any part of the future project). The contract with the Consultant selected to undertake this assignment will contain an appropriate provision to such effect; or
- (iv) If there is a conflict among consulting assignments, the Consultant (including its personnel and sub-consultants) and any subsidiaries or entities controlled by such Consultant shall not be recruited for the relevant assignment. The duties of the Consultant depend on the circumstances of each case. While continuity of consulting services may be appropriate in particular situations if no conflict exists, a Consultant cannot be recruited to carry out an assignment that, by its nature, will result in conflict with another assignment of such Consultant. For example, a Consultant engaged to prepare engineering design for an

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

### **Fraud and Corruption**

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

- (i) defines, for the purposes of this provision, the terms set forth below as follows:
  - (a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of any party in the consultant selection process or in contract execution;
  - (b) "fraudulent practice" means a representation or omission of facts in order to influence a selection process or the execution of a contract;
  - (c) "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of a borrower, designed to influence the action of any party in a consultant selection process or the execution of a contract;
  - (d) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a consultant selection process, or affect the execution of a contract; and
- (ii) will reject a Proposal for award if it determines that the consultant recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- (iii) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in NRDA-financed activities if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent,

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

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

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

### **Only One Proposal**

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

### **Proposal Validity**

- 1.12 The Data Sheet indicates how long the Consultants' Proposals must remain valid after the submission date. During this period, the Consultants shall maintain the availability of experts nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. In case of need, the Client may request Consultants to extend the validity period of their Proposals. Consultants have the right to refuse to extend the validity period of their Proposals.

### **Cost of RFP Document**

- 1.13 The RFP Document can be purchased from the office of the CEO NRDA, Near Mantralaya Mahanadi Gate, Ghari Chowk, Raipur, at the cost of Rs 5000/- (Rs. Five Thousand only) in the form of cash or DD of any nationalized/scheduled bank in favor of CEO, NRDA, payable at Raipur. The RFP document can also be downloaded from the web site [www.nayaraipur.com](http://www.nayaraipur.com) however while submitting the proposal it should be accompanied with a demand draft of Rs. 5000/-. The proposal without the cost of the document will not be considered for evaluation.

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## **2. CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS**

- 2.1 Consultants may request a clarification of any of the RFP documents up to fifteen (15) days prior to the Proposal submission date indicated in the Data Sheet. Any request for clarification must be sent in writing to the address indicated in the Data Sheet. The Client will respond in writing and will send written copies of the response, including an explanation of the query but without identifying the source of inquiry, to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Sub-Clause 2.2.
- 2.2 At any time before the submission of Proposals, the Client may, whether at its own initiative, or in response to a clarification requested by a shortlisted firm, amend the RFP by issuing an addendum. The addendum shall be sent to all shortlisted Consultants and will be binding on them. To give Consultants reasonable time in which to take an amendment into account in their Proposals, the Client may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission.

## **3. PREPARATION OF THE PROPOSAL**

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

#### 4. THE TECHNICAL PROPOSAL

##### General

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

##### Technical Proposal Format

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

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

<b>reference</b>	
<b>Counterpart staff and facility requirements.</b>	maximum two (2) pages.

### Technical Proposal Content

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

- (i) A brief description of the organization and outline of recent experience of the Consultant and each Associate on assignments of a similar nature is required in Form TECH-1. For each assignment, the outline should indicate inter alia, the assignment, contract amount and the Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporate entity or as one of the major participating consulting firms within an association. Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's Associate(s), but can be claimed by the individuals themselves in their CVs. Consultants should submit supporting documents for their proof of eligibility mentioned in clause 4.3 (xv), as per format specified in Form TECH-1.
- (ii) A concise, complete, and logical description of how the Consultant's team will carry out the services to meet all requirements of the TOR.
- (iii) A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR.
- (iv) A Staffing Schedule (Form TECH-2, Section 3) indicating clearly the estimated duration in terms of person-months (shown separately for work in the field and in the home office) and the proposed timing of each input for each nominated expert, including domestic experts (if required) using the format shown in Form TECH 2.

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- (v) An organization chart indicating relationships amongst the Consultant and any Associate(s), NRDA, and other parties or stakeholders, if any, involved in the assignment.
  - (vi) Comments, if any, on the TOR to improve performance in carrying out the assignment. Innovativeness will be appreciated, including workable suggestions that could improve the quality/effectiveness of the assignment. In this regard, unless the Consultant clearly states otherwise, it will be assumed by the Client that work required to implement any such improvements, are included in the inputs shown on the Consultant's Staffing Schedule.
  - (vii) Detail facilities to be provided by the Client in addition to those shown on the Data Sheet. Requirements provide might include support facilities such as: Project in charge, office space etc. that would be needed to carry out the assignment.
  - (viii) The Technical Proposal shall not include any financial information. Technical Proposals containing financial information shall be declared non responsive.

### **Personnel**

- (ix) The name, age, nationality, background employment record, and professional experience of each nominated expert, with particular reference to the type of experience required for the assignment should be presented in the CV format shown in Form TECH-3.
- (x) All nominated experts must be an Indian nationals.
- (xi) Only one CV may be submitted for each position.
- (xii) Higher rating will be given to nominated experts who are regular full-time employees. The Client defines a regular full-time employee to be a person who has been employed continuously by the Consultant or one of its Associates, for more than twelve (12) months prior to the date of submission of the Proposal.
- (xiii) The Client requires that each expert confirm that the content of his/her curriculum vitae (CV) is correct and the experts themselves should sign

the certification of the CV. However, in particular cases, the Client may accept a senior officer of the Consultant signing the CVs on behalf of the experts. If, for valid reasons, the experts are unable to do so, and the Consultant's Proposal is ranked first, copy of the CVs signed by the experts concerned must be submitted to the Client prior to commencement of contract negotiations. Note that the need to provide address and fax/e-mail details of experts in the CVs of the experts is not considered mandatory. In cases where consulting firms/organizations are prevented from providing such information by prevailing laws in their country, or if Consultants have valid reasons not to comply with the completion of this item, there will be no negative impact on the evaluation of the expert.

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

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

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

(xv) **Conditions of Eligibility of Bidders**

a. Eligible Experience

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

- (1) The consultant should have satisfactorily completed/involved in assignments of preparation of Detailed Project Report (DPR) for BSUP scheme under JNNURM of at least 25 crores during last three years in India starting from January 2007.

- (2) The Consultant should have an experience of working with any State Government
- (3) Company should have an experience as Project Management Consultants for at least one single project of at least Rs 25 crores or more during last three years starting from January 2007 and has completed satisfactorily

## 5. FINANCIAL PROPOSAL

- 5.1 All information provided in Consultants' Financial Proposal will be treated as confidential. **The Financial Proposal must be submitted in hard copy using the format shown in Section 4.**
- 5.2 The Financial Proposal requires completion of two forms namely FIN-1 and FIN-2.
  - (i) Form FIN-1 shown in Section 4 relate to the costs of consulting services under two distinct categories, namely: (a) **Remuneration including overhead.**
- 5.3 Not applicable..
- 5.4 **The amounts stated under provisional sums and the contingency amount the consultant includes in the Financial Proposal must be the exact amount and in the same currency as specified in the Data Sheet for these cost categories.** Also, the list of experts, and their respective inputs, identified on Form FIN-1 must match the list of experts and their respective inputs shown in the Staffing Schedule on Form TECH-2 of the Consultant's Technical Proposal. No proposed schedule of payments should be included in Consultants' Financial Proposals. The payment schedule and the currency of payments will be determined during contract negotiations.
- 5.5 Consultants have the only option to use only Indian currency in preparation of Forms FIN-1 and FIN-2.
- 5.6 For purpose of evaluation of Financial Proposals, the NRDA will compute the INR of the cost estimates submitted by Consultants at the rate of exchange for the applicable currency determined as of the date of opening of Financial Proposals from the source indicated in the Data Sheet.

5.7 Form FIN-2 is an acknowledgement that, in preparation and submission of the Technical and Financial Proposals, Consultants have:

- (i) followed good industry practice;
- (ii) not taken any action which is or constitutes a corrupt or fraudulent practice; and
- (iii) agreed to allow the Client or, at their option, to inspect and audit all accounts, documents, and records relating to the Consultant's Proposal and to the performance of the ensuring Consultant's Contract.

5.8 The Consultant may be subject to local taxes on amounts payable by the NRDA under the Contract through mandated withholding by local tax authorities of specified percentages of such amounts or otherwise. NRDA will state in the Data Sheet if the Consultant is subject to payment of any local taxes. If amounts payable to the Consultant by NRDA are subject to local taxes, it is the responsibility of the Consultant to contact NRDA, determine the estimated taxes payable and take such amounts into account, as appropriate. **Any such taxes payable shall be excluded from the Consultant's Financial Proposal**, but details will be discussed at contract negotiations and applicable amounts will be included in the contract.

## 6. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

6.1 The original Proposal (both Technical and Financial Proposals) shall contain no interlineations or overwriting, except as necessary to correct errors made by Consultants themselves or to evidence provision of a price discount (which discount will be applied in the manner specified in Clause 8.7). Any such corrections, interlineations or overwriting must be initialled by the person(s) who signed the Proposal.

6.2 The authorized representative of the Consultant shall initial all pages of the original hard copy of the Technical and Financial Proposal. Along with the Technical Proposal the consultant shall submit the **entire RFP and draft Consultancy Service Agreement** duly signed in blue inedible ink and stamped by the authorised representative of the Consultant. No other copies are required.

6.3 The Technical Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. All required copies of the Technical Proposal as specified in the Data Sheet will

be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

- 6.4 The original and all copies of the Technical Proposal to be sent to the Client shall be placed in a sealed envelope clearly marked **“TECHNICAL PROPOSAL.”**

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

- 6.5 Proposals must be delivered at the indicated Client submission addresses on or before the time and date stated in the Data Sheet or any new date established by the Client according to provisions of Sub-Clause 2.2.

- 6.6 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- (a) It is received in the form specified at Tech 0 - 5 (Technical Proposal);
- (b) It is received by the Proposal Due Date including any extension thereof;
- (c) It is accompanied by the Proposal Security;
- (d) It is accompanied by demand draft for the Cost of RfP document if it is downloaded from web site or copy of the cash receipt if it is purchased from NRDA
- (e) It is signed, sealed, hard bound and marked;
- (f) It is accompanied by the letter of authorization, authorizing a representative of the consultant for signing the proposal;
- (g) It contains all the information (complete in all respects) as requested in the RFP;
- (h) It does not contain any condition or qualification;
- (i) Applicant meets the minimum condition of eligibility; and
- (j) It is not non-responsive in terms hereof.

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

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## 7. PROPOSAL EVALUATION

### General

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

### Evaluation of Technical Proposals

- 7.2 The Client's Consultants Selection Committee (CSC) will be responsible for evaluation and ranking of Proposals received. Shortlisted firm shall be called for presentation before CSC.
- 7.3 The CSC evaluates and ranks the Technical Proposals on the basis of Proposal's responsiveness to the TOR using the evaluation criteria and points system specified in the Data Sheet. Each Technical Proposal will receive a technical score. A Proposal shall be rejected if it does not achieve the minimum technical mark of 750 from the maximum of 1,000 points.
- 7.4 A Technical Proposal may not be considered for evaluation in any of the following cases:
- (i) the Consultant that submitted the Proposal or one of its Associated Consultants belongs to one of the cases described in Sub-Clause 1.8(i) to (iii) and failed to make a proper statement to that effect in the cover letter; or
  - (ii) the Consultant that submitted the Proposal or one of its Associated Consultants was found not to be legally incorporated or established in India; or
  - (iii) the Technical Proposal was submitted in the wrong format; for instance an FTP was submitted when the RFP required an STP; or
  - (iv) the Technical Proposal included details of costs of the services; or

- (v) the Technical Proposal reached NRDA after the submission closing time and date specified in the Data Sheet.
- (vi) The CSC will evaluate the presentation by Team Leader on approach & methodology and understanding of TOR to judge the competence of the Team Leader

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

## **8. PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS**

### **Public Opening of Financial Proposals**

- 8.1 At the public opening of Financial Proposals, Consultant representatives who choose to attend, will sign an Attendance Sheet.
- (i) The mark of each Technical Proposal that met the minimum mark of 750 will be read out aloud.
  - (ii) Each Financial Proposal will be inspected to confirm that it has remained sealed and unopened.
  - (iii) The Client's representative will open each Financial Proposal. Such representative will read out aloud the name of the Consultant and the total price shown in the Consultant's Financial Proposal. This information will be recorded in writing by the Client's representative.

### **Evaluation of Financial Proposals**

- 8.2 The detailed contents of each Financial Proposal will be subsequently reviewed by the Client. During the examination of Financial Proposals, the Client's staff and any others involved in the evaluation process, will not be permitted to seek clarification or additional information from any Consultant who has submitted a Financial Proposal.

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- 8.3 Financial Proposals will be reviewed to ensure that the figures provided therein are consistent with the details of the corresponding Technical Proposal (e.g. personnel schedule inputs, number and duration of field trips, applicable per diems, etc.).
  - 8.4 The commercial terms in each Financial Proposal will be checked for compliance with the requirements set forth in the Data Sheet. For instance, each Financial Proposal must include provisional sums and contingencies in the amounts specified in the Data Sheet and the validity period of the Consultants' Proposals must accord with the validity period set down in the Data Sheet.
  - 8.5 Financial Proposals will be checked for computational errors or material omissions, and prices will be corrected and adjusted as necessary. In the case of material omissions, the cost of the relevant Financial Proposal will be increased by application of the highest unit cost and quantity of the omitted item as provided in the other submitted Financial Proposals.
  - 8.6 The estimated total price (ETP) for each Financial Proposal will be determined.
  - 8.7 In order to allow comparison on a common basis, each Financial Proposal will be carefully scrutinized in accordance with the procedure outlined in Clauses 8.2 to 8.6 and ETP in Indian Rupees will be determined.

## **9. RANKING OF PROPOSALS**

- 9.1 Following completion of evaluation of Technical Proposal and opening of Financial Proposals for the bidders who were technically qualified, ranking of the Proposals will be determined based on only the ETP;
- 9.2 The proposal with the lowest ETP will be ranked first; the next lowest ETP will be ranked second, and so forth.
- 9.3 After such final ranking, the first-ranked Consultant will be invited for contract negotiations.

## **10. NEGOTIATIONS**

- 10.1 Negotiations will be held at the address indicated in the Data Sheet. Normally, such negotiations commence not less than ten days after issuance of NRDA's invitation to attend the negotiations. The invited Consultants will, as a prerequisite for attendance at the negotiations, confirm availability of all nominated experts and satisfy such other pre-negotiation requirements as NRDA may specify. Failure in satisfaction of such requirements may result in NRDA proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on

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behalf of the Consultant must have written authority to negotiate technical, financial, and other terms and conclude a legally binding agreement.

- 10.2 The technical negotiations cover review of the Consultant's Technical Proposal, including the proposed technical approach and methodology, work plan, staffing schedule, organizational arrangements, and any suggestions made by the Consultant or NRDA to improve the implementation of the assignment. Negotiations will not result in substantial modifications to either the Consultant's Technical Proposal or the TOR.
- 10.3 The financial negotiations will generally fine-tune duration of experts' inputs and quantities of out-of-pocket expenditure items may be increased or decreased from the relevant amounts shown or agreed otherwise, in the Financial Proposal. Unless exceptional circumstances exist, the details of experts' remuneration and specified unit rates for out-of-pocket expenditures will not be subject to negotiations.
- 10.4 NRDA shall prepare minutes of the negotiations which will be signed by the Client and the Consultant.
- 10.5 If contract negotiations fail for any reason, NRDA will commence negotiations with the next ranked consultant.

## **11. CONFIDENTIALITY**

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

## **12. AWARD OF CONTRACT**

- 12.1 After completion of negotiations, the Client shall award the contract to the selected Consultant and promptly notify the other Consultants who submitted Proposals that they were unsuccessful. NRDA will return the unopened Financial Proposals to the unsuccessful Consultants.

## **13. CONTRACT COMMENCEMENT DATE**

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

**DATA SHEET**

<b>S. no.</b>	<b>Description</b>	
<b>1</b>	Type of Technical Proposal required	Full Technical Proposal ( <b>FTP</b> )
<b>2</b>	Pre-Proposal meeting (The date, time and venue of Pre-Proposal Conference shall be)	Date: <b>August 10, 2010</b> Time: 15:00 hrs Venue: Conference Hall, NRDA Office, Mantralaya, Raipur, Chhattisgarh
<b>3</b>	Due time and date of Submission of Proposal <sup>1</sup>	Up to 15:00 hours (IST); <b>August 25, 2010</b>
<b>4</b>	Opening of Technical Proposal	At 16:00 hours (IST) or thereafter; <b>August 25, 2010</b>
<b>5</b>	Technical Presentation	At 11:45 hours (IST) or thereafter; <b>August 31, 2010</b>
<b>6</b>	Expected date public opening of Financial Proposals	At 16:00 hours (IST) or thereafter; <b>September 04, 2010</b>
<b>7</b>	Expected date to start contract negotiations	<b>September 10, 2010</b>
<b>8</b>	Expected date for commencement of consulting services and duration of services	<b>October 01, 2010</b> 13 Month from this date
<b>9</b>	Budget for consulting services assignment (Remuneration including overheads) <i>(excluding provisional sums and contingency as shown below)</i>	<b>Rs. 61,49,000.00</b>
<b>10</b>	<b>Provisional sums / out of pocket expenses:</b> Office Equip. & Furniture Office Operational Cost Studies & Surveys	<b>Rs. 4,05,000.00</b> <b>Rs. 5,59,000.00</b> <b>Rs. 25,000.00</b> <b>Rs. 9,89,000.00</b>
<b>11</b>	<b>Contingency (%)</b> The contingency shall be applied to the total of the Consultants' proposed remuneration and out-of-pocket expenses/provisional sums.	3%

<sup>1</sup> Proposal consists of Technical and Financial Proposals.

S. no.	Description	
12	Taxation	"The consultants are subject to taxes. The service tax at prevailing rates (currently 10.3%) will be reimbursed to the consultants by NRDA in addition to the agreed remuneration for which the consultants need to comply with applicable laws. The amount of the service tax and all other taxes shall be excluded from the consultants' financial proposal, as they will not be evaluated. The payment of remuneration to consultants is subject to deduction of other taxes at source, as per prevailing rates and laws."
13	Validity of Proposal	180 days from due date of Submission of Proposal.
14	Evaluation Sheet	Please refer to Data Sheet Appendix 1A & B.
15	<p><b>Representative/Contact Person and Address of the NRDA:</b>  The Chief Engineer (Engineering)  Naya Raipur Development Authority  Near Mahanadi Dwar Mantralaya, Raipur – 492 001  TEL NO: + 91 771 4066011, Fax No.: +91 771 4066188  E-MAIL:cee@nayaipur.com</p>	
16	<p><b>Name and Address of the Client where correspondence concerning this Request for Proposal is to be sent:</b>  The Chief Executive Officer (CEO)  Naya Raipur Development Authority  Near Mahanadi Dwar Mantralaya, Raipur – 492 001  TEL NO: + 91 771 4066011, Fax No.: +91 771 4066188</p>	
17	<p><b>Consultants must submit an original and 2 copies of the Technical Proposal, and an original Financial Proposal to the Client at the following address:</b>  The Chief Executive Officer (CEO)  Naya Raipur Development Authority  Near Mahanadi Dwar Mantralaya, Raipur – 492 001  TEL NO: + 91 771 4066011, Fax No.: +91 771 4066188</p>	

## DATA SHEET Appendix-1A

Summary Evaluation Sheet for Full Technical Proposals

Evaluation Criteria		Max. Weight	Firm		Firm		Firm		Firm		Firm	
			Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
<b>I. Qualification of Proposer</b>		<b>150</b>										
a.	Experience in similar Projects	70										
b.	Experience in similar geographic areas	60										
c.	Other Factors (Optional)	20										
<b>II. Approach and Methodology</b>		<b>200</b>										
a.	Understanding of Objectives	30										
b.	Quality of Methodology	20										
c.	Innovativeness/Comments on TOR	15										
d.	Work Program	15										
e.	Person-Months Requirements	10										
f.	Counterpart Facilities	10										
g.	Proposal Presentation by the Team Leader <sup>1</sup>	100										
<b>III. Personnel (areas of Expertise)</b>												
<b>Domestic Consultants</b>		<b>Maximum age for all the personnel shall be 55 years or less</b>	<b>650</b>									
a.	Project Manager/Team Leader	100										
b.	Quality Control Engineer (Civil)	75										
c.	Bill Engineer (Civil)	75										
d.	Senior Engineer (Civil) (2 nos.)	120										
e.	Site Engineer (Civil) (5 nos.)	160										
f.	Site Engineer (E/M) (2 nos.)	40										
g.	Computer Operator (3 nos.)	60										
h.	Office Assistant (2 nos.)	20										
<b>I+II+III</b>		<b>Grand Total</b>	<b>1000</b>									
		<b>Rating :</b> Excellent - 100%, Very Good - 90%, Above Average - 70%, Below Average - 50%, Non-Complying - 0% <b>Score :</b> Maximum Weight X Rating / 100										

<sup>1</sup> Presentation by Team Leader on approach & methodology and understanding of TOR to judge the competence of the Team Leader

Criteria Approved by:	Date of Approval :	Evaluation Done by :	Date of Evaluation :
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**Naya Raipur Development Authority  
Personnel Evaluation Sheet for Full Technical Proposals**

Name of Firm :

Position/Area of Expertise  ( Maximum age for all the personnel shall be 55 years or less)	Name	A		B		C		D		TOTAL SCORE (A+B+C+D)
		General Qualifications		Similar Project - Related Experience		Similar Work		Full-Time Permanent Staff*		
		Expert	TL	Expert	TL	Expert	TL	Expert	TL	
		15%	15%	65%	65%	15%	10%	5%	10%	
		Rating	Score	Rating	Score	Rating	Score	Rating	Score	
<b>Domestic Consultants</b>										
Project Manager/Team Leader										
Quality Control Engineer (Civil)										
Bill Engineer (Civil)										
Senior Engineer (Civil) (2 nos.)										
Site Engineer (Civil) (5 nos.)										
Site Engineer (E/M) (2 nos.)										
Computer Operator (3 nos.)										
Office Assistant (2 nos.)										
<b>Rating :</b> Excellent - 100%, Very Good - 90%, Above Average - 70%, Below Average - 50%, Non-Complying - 0% Notes: *Applicable to both lead and associate firms. <b>Weighted Rating = Rating x wt./100</b>										

## REQUEST FOR PROPOSAL

Selection of PMC for Construction of Low Cost Housing under BSUP, JnNURM in Naya Raipur

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**NAYA RAIPUR DEVELOPMENT AUTHORITY**

**Please  
read  
contents  
carefully**

**SECTION 3.  
TECHNICAL PROPOSAL STANDARD FORMS**

**CONTENTS**

<b>FORM</b>	<b>TITLE</b>
<b>Form TECH-0</b>	Letter of Proposal
<b>Form TECH-1</b>	Major works during last ten years
<b>Form TECH-2</b>	Staffing Schedule
<b>Form TECH-3</b>	Curriculum Vitae (CV) format to be submitted with the Proposal
<b>Form TECH-4</b>	Summary of information on proposed experts
<b>Form TECH-5</b>	Format for Proposal Security

FORM TECH-0

**Letter of Proposal**  
(On Applicant's letter head)

Dated:

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

**Sub: Selection of consultant for PMC for Construction of Low Cost Housing under BSUP,  
JnNURM in Naya Raipur**

Dear Sir,

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

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

itself, in respect of the above mentioned Project and the terms and implementation thereof.

- 15 In the event of my/ our being declared as the successful Bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 16 I/We have studied all the Bidding Documents carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the Service Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.
- 17 The Consultancy Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Service Agreement.
- 18 I/We offer a Proposal Security of Rs. 1,00,000/- (Rupees One Lakh only) to the Authority in accordance with the RFP Document.
- 19 The Proposal Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.
- 20 I/We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Proposal is not opened.
- 21 I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Proposal Due Date specified in the RFP.
- 22 I/We agree and undertake to abide by all the terms and conditions of the RFP document.

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

Yours faithfully,

Date: (Signature of the Authorised signatory)

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

FORM TECH-1

**MAJOR WORK DURING LAST TEN YEARS THAT BEST  
ILLUSTRATES QUALIFICATIONS**

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

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

Firm's Name: \_\_\_\_\_

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### Supporting Documents for demonstrating the Eligible Experience of the Bidder

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

1. In case of completed projects, any one of the following documents could be submitted to demonstrate fulfilment of the conditions.
  - a. Completion certificate from the client; or
  - b. Certificate from the Statutory Auditor/Independent Auditor indicating the experience; or
  - c. In case the project has been approved under JNNURM, supporting documents setting out that the project has been approved under JNNURM.

Completion certificate from the client should clearly set out the name of the project, activities undertaken, capacity of the project in terms of project cost / quantum of area in the city, location and duration.

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

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



## FORM TECH-3

## CURRICULUM VITAE (CV) FORMAT TO BE SUBMITTED WITH PROPOSAL

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

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

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

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

Yes  No

**SIGNATURE:**

**DATE OF SIGNING:**

|     |     |     |  
Day   Month   Year

## FORM TECH-4

## SUMMARY OF INFORMATION ON PROPOSED EXPERTS

## Naya Raipur Development Authority, Raipur (CG)

Family Name, First Name	Proposed Position for the Project	Employment Status with Firm (full time regular staff or other)	Education/ Degree (Year/Institution)	No. of Years of relevant project experience	CV Signature (by Expert/by Other)
	<b>Project Manager/Team Leader</b>				
	<b>Quality Control Engineer (Civil)</b>				
	<b>Bill Engineer (Civil)</b>				
	<b>Senior Engineer (Civil):</b>				
	<i>Senior Engineer (Civil) 1</i>				
	<i>Senior Engineer (Civil) 2</i>				
	<b>Site Engineer (Civil):</b>				
	<i>Site Engineer (Civil) 1</i>				
	<i>Site Engineer (Civil) 2</i>				
	<i>Site Engineer (Civil) 3</i>				
	<i>Site Engineer (Civil) 4</i>				
	<i>Site Engineer (Civil) 5</i>				
	<b>Site Engineer (E/M):</b>				
	<i>Site Engineer (E/M) 1</i>				
	<i>Site Engineer (E/M) 2</i>				
	<b>Computer Operator:</b>				
	<i>Computer Operator 1</i>				
	<i>Computer Operator 2</i>				
	<b>Office Assistant:</b>				
	<i>Office Assistant 1</i>				
	<i>Office Assistant 2</i>				

## REQUEST FOR PROPOSAL

Selection of PMC for Construction of Low Cost Housing under BSUP, JnNURM in Naya Raipur

FORM TECH-5

FORM OF PROPOSAL SECURITY (BANK GUARANTEE)

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

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

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

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

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

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

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

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

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

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

This guarantee shall be valid until 210 days from the date LOA and shall be extended, before the expiry of 210 days, if required, for a period up to 6 months from the date of completion of assignment by the Consultant.

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

Signature and Seal of the Guarantor \_\_\_\_\_

Name and Designation \_\_\_\_\_

Name of the Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

In presence of

1. \_\_\_\_\_  
(Name, Signature & Occupation)

2. \_\_\_\_\_  
(Name, Signature & Occupation)

**NAYA RAIPUR DEVELOPMENT AUTHORITY**

**Please  
read  
contents  
carefully**

**SECTION 4.  
FINANCIAL PROPOSAL STANDARD FORMS**

**CONTENTS**

**• Financial Proposal Standard Forms**

**• Forms to be used**

**Form FIN-1                      Remuneration: Proposed Billing Rates for Experts**

**Form FIN-2                      Acknowledgement of Compliance**

## **SECTION 4. FINANCIAL PROPOSAL STANDARD FORMS**

### **1. FORM FIN-1**

#### **Remuneration including overheads: Proposed Billing Rates for Experts**

1.1 The purpose of Form FIN-1 is to identify the monthly billing rates for each domestic expert including overheads to be fielded by the Consultant as part of its proposed team of experts.

1.2 The following details shall be shown for each expert:

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

### **2. Provisional Sums**

2.1 All expenditures under the project, which are to be paid under provisional sums actual basis, shall be done maintaining financial proprietary. The Financial proprietary means purchasing of any article from open market on most competitive rates based on at least three quotations but without calling long tenders. Consulting firms has to provide certificate that material is purchased on lowest rate in the market. All equipment, furniture items, documents, reports and other articles purchased by the firm from the project fund shall be property of NRDA. At the end of contract, firm will hand over all such articles and equipment in working condition to the NRDA. Proper registers of these purchases and store articles shall be maintained by firm and shall be made available for stock verifications as required.

The following expenditures made by the consulting firm shall fall under provisional sums and shall be reimbursed actual basis.

**a. Office equipment and Furniture and operational cost**

2.2 All necessary office equipment and furniture like computers, printers, software, fax, EPABX, photocopier, ACs, chairs and tables etc. shall be purchased by the consulting firm. Purchases shall be made in consultation with the NRDA. The firm will prepare the requirement and specifications of the equipment to be procured and approved from NRDA before actual purchases. This cost will also include operational cost.

**b. Studies and Surveys**

2.3 The PMC in consultation with NRDA shall assess the necessity of any additional surveys or studies. PMC experts shall do proof checking of surveys, studies and detailed designs undertaken by the Design and Supervision Consultants (DSCs) and Contractors. In case, any expertise like proof checking (in any special case), special studies, expert opinion on any issue, any special tests and investigations are required from outside agency, the work will be got done through PMC as per sound engineering practices and as per relevant Indian Standard Specifications. The charges for such type of activities shall be reimbursed to the firm based on actual receipts.

2.4 Not used.

**3. FORM FIN- 2 Acknowledgement of Compliance**

Consultant's authorized representative must sign and date this Acknowledgement in the blank spaces for such purpose in Form FIN-4 on behalf of the Consultant and the Consultant's stamp or seal should be embossed or stamped over such signature.

**4. FINANCIAL PROPOSAL SUBMISSION**

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

**REMUNERATION (INCLUDING OVERHEADS)**

S. No.	Position	Currency (INR)	Rate per month	Months (Max. 13 Months)	Total Amount (INR)
1.	<b>Project Manager/Team Leader</b>	INR			
2.	<b>Quality Control Engineer (Civil)</b>	INR			
3.	<b>Bill Engineer (Civil)</b>	INR			
4.	<b>Senior Engineer (Civil):</b>	INR			
	<i>Senior Engineer (Civil) 1</i>				
	<i>Senior Engineer (Civil) 2</i>				
5.	<b>Site Engineer (Civil):</b>	INR			
	<i>Site Engineer (Civil) 1</i>				
	<i>Site Engineer (Civil) 2</i>				
	<i>Site Engineer (Civil) 3</i>				
	<i>Site Engineer (Civil) 4</i>				
	<i>Site Engineer (Civil) 5</i>				
6.	<b>Site Engineer (E/M):</b>	INR			
	<i>Site Engineer (E/M) 1</i>				
	<i>Site Engineer (E/M) 2</i>				
7.	<b>Computer Operator:</b>	INR			
	<i>Computer Operator 1</i>				
	<i>Computer Operator 2</i>				
8.	<b>Office Assistant:</b>	INR			
	<i>Office Assistant 1</i>				
	<i>Office Assistant 2</i>				
<b>Total (Estimated Total Price (ETP) of Financial Proposal)</b> <i>(amount not to exceed INR 61,49,000/-)</i>					
<b>Provisional sums (Fixed amount)</b>					<b>Rs. 989000.00</b>
<b>Contingency AMOUNT (@ 3%) (Fixed amount)</b>					<b>Rs. 234432.00</b>
<b>Amount for prevailing Service tax payable by NRDA</b>					<b>Rs. 676390.00</b>
<b>TOTAL COST</b>					

**Note: The available budget for this consulting services assignment is indicated in the Data Sheet and Consultants' Financial Proposals should not exceed this budget.**

**FORM FIN-2  
DECLARATION**

**ACKNOWLEDGEMENT OF COMPLIANCE**

**A.** I, \_\_\_\_\_ (name and position of authorized signatory) duly authorized by \_\_\_\_\_ (name of Consulting firm) ("Consultant") hereby certify on behalf of the Consultant and myself that information provided in the Technical and Financial Proposals (collectively "Proposals") submitted by the Consultant for **PMC for Construction of Low Cost Housing under BSUP, JnNURM in Naya Raipur** ("Project") is true, correct and accurate to the best of my knowledge and belief. I further certify that on behalf of the Consultant that (i) the Proposals have been prepared and submitted in compliance with the terms and conditions set forth in the this RFP, (ii) that the Consultant has not taken any action which is or constitutes a corrupt and fraudulent practice as per the law of the India; and (iii) that the Consultant agrees to allow the Client, at its option, to inspect and audit all accounts, related documents, and records relating to the Proposals and, if the Consultant is engaged, to the performance of the ensuing contract.

**B.**  <sup>1</sup> Commissions and gratuities paid or to be paid by the Consultant to agents relating to this project, if we are awarded the contract, are listed below.

Name and Address of Agents	Amount and Currency (Optional)	Purpose of Commission or Gratuity

<sup>1</sup> Not applicable. (No commissions, fees or gratuities or other payments other than those shown in the proposal are paid or to be paid).

**C.** I further certify on behalf of the Consultant that, if selected to undertake consulting services in connection with the Project, we shall carry out such services in continuing compliance with the terms and conditions of this RFP .

\_\_\_\_\_  
**Authorized Signatory**

For and on behalf of the Consultant

Date: \_\_\_\_\_

<sup>1</sup> Mark only one of these boxes. <sup>1</sup> One or more of the three following limitations on liability may be appropriate depending on the particular nature of the Services and site where such Services are to be provided, and on other factors relevant in the circumstances.



**NAYA RAIPUR DEVELOPMENT AUTHORITY**

**Please  
read  
contents  
carefully**

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

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

**Background**

The State of Chhattisgarh (CG) was created in the year 2000 while the city of Raipur was declared its capital. Raipur with its growing importance as the major node in trade network and a host of industries, has immense potential, however, the present city is constrained by availability of land, space and basic infrastructure. Considering the growth potential of the city and with a view to decongest the city, a new city is being developed as 'Naya Raipur', the green field capital city, at a distance of about 17 kms from the existing Raipur City. Its core area admeasures 8,013 ha. The planning area of Naya Raipur has been notified as a 'Special Area' under the 'CG Nagar Tatha Gram Nivesh Adhiniyam, 1973'. A Special Area Development Authority namely '**Naya Raipur Development Authority**' (NRDA) constituted under the said Act has been entrusted with the development, operation and maintenance of infrastructures of the new city.

**THE PROPOSED PROJECT**

NRDA is the implementing agency for **Basic Services to the Urban Poor (BSUP)** schemes under JnNURM in Naya Raipur. Detailed Project Reports for BSUP schemes under JnNURM amounting to **Rs. 28.79 crores** approx. (as prepared by NRDA) & approx **Rs. 28.79 crores** has been approved by the Govt. of India. The work involves construction of 888 number of G+1, dwelling units, development of infrastructure like construction of BT roads/ street lights, Water Supply, Sewerage, Septic Tanks, Drainage, Rain water harvesting, community centre, Development of Parks on item rate basis. The details of the sites and project cost as per sanctioned DPR for which the services are required are indicated in the table below.

**ABSTRACT OF BUSP PROJECT**  
**(REVISION MADE ON 21.02.2009 As per Observations made by CS & MC)**

<b>City</b>	Naya Raipur	
<b>State</b>	Chhattisgrah	
<b>Project Name</b>	BASIC SERVICE FOR URBAN POOR	
<b>Implementing Agency</b>	Naya Raipur Development Authority, Raipur	
<b>Project Cost</b>	A. Construction of Ex. situ (G+1) storied houses for slum dwellers - 888 DUs @ Rs. 2,60,000/DU	Rs. 2308.80 Lacs.
	<b>Total-</b>	<b>Rs. 2308.80 Lacs.</b>
	B. Development works for EWS-	<b>Rs. 569.97 Lacs</b>
	<b>Grand Total-</b>	<b>Rs. 2878.77 Lacs.</b>
<b>Cost Per dwelling unit</b>	1. Housing- 2308.80/888 =	Rs. 2,60,000.00
	2. Development- 569.97/888 =	Rs. 64,186.00
	<b>Total =</b>	<b>Rs. 3,24,186.00</b>
<b>Criteria for Release of Funds</b>	Central (Grant)- 80% State (Grant)+ULB- 20%	2303.016 Lacs 575.754 Lacs

**PHASEWISE CONSTRUCTION SCHEDULE**

<b>Group</b>	<b>Name of Village</b>	<b>Construction Site</b>	<b>No. of Unit</b>	<b>Cost (Rs. In Lakhs)</b>
A	Uparwara & Khandawa (288)& Khapari (24)	Uparwara (288) & Khapari (24)	312	961.82
B	Navagaon (Khapari) (72) Jhanjh (24), Tuta (120)	Navagaon (Khapari) (72) Jhanjh (24), Tuta (120)	216	724.97
C	Kayabandha (24) Kotrabhata (24) Chicha & Sendh (96)	Kayabandha (24) Kotrabhata (24) Chicha (96)	144	472.32
D	Riko (972), Navagaon (72) & Chhatona (72)	Riko (972), Navagaon (72) & Chhatona (72)	216	719.66
	<b>13 Villages</b>	<b>11 Villages</b>	<b>888</b>	<b>2878.77</b>

**TECHNICAL CHECKLIST OF BSUP FOR CITY DEVELOPMENT FOR NAYA RAIPUR  
DEVELOPMENT AUTHORITY RAIPUR (C.G.)**

1.	Name of the State	CHHATTISGARH
2.	Name of the City	NAYA RAIPUR
3.	I. Nodal Agency II. Implementing agency	SUDA Naya Raipur Development Authority
4.	Project Cost (Rs. in lacs)	2878.77
5.	State Share + ULB (Rs. in lacs)	575.754
	I. Beneficiary contribution II. Agency's own funds III. Loan from HFI/Banks IV. State's grant V. MP/MLALAD funds VI. Any other	
6.	Central share (Rs. in lacs)	2303.016
7.	I. Project Duration II. Date of commencement/completion	18 MONTHS 2009-2011
8.	Name of the bank/account No. where state share is deposited	It is being open shortly
9.	Date & Amount of deposit (Rs. in lacs)	Will be done soon after acc. Opening
10.	I. No. of DUs- New Upgraded II. Cost of Housing (Rs. in lacs) III. Floor area of a DU IV. Whether there is provision of kitchen in the DU? V. Whether there is provision of Toilet in the DU?	888 Rs. 2.60 Lacs 25.40 Sqmt. YES YES
11.	I. Density (DU/hectare) II. Whether proposed density adheres to the Master Plan of the area?	250DU/HECT. YES
12.	I. The land use of the proposed site as per the Master Plan II. If not residential, then necessary approvals for change of land use have been taken?	Residential N.A.
13.	Coverage area • Built-up area of houses • Roads/pavements • Open spaces • Community facilities • And other facility.	Mentioned in layout.
14.	Whether statutory approvals from various local bodies have been taken such as  • TCPO • Municipality • Fire Department • Pollution Control Board • Min. of Environment etc.	It comes under NRDA which is a special area notified under T & cp Act-1973. They are themselves the approving authority. They will approve the layout and building plans accordingly. NA NA NA NA NA
15.	Whether Fire safety measures have been adopted?	Yes
16.	Whether buildings plans. Layout plans, master plans etc are enclosed or not ?	Yes
17.	Schedule of Rates adopted (Year)	PWD SOR- 1.11.1999 & Various Amendment 28.08.08 & Road SOR 15.04.05, Raipur Circle (C.G.)
18.	Provision of Infrastructural facilities	

REQUEST FOR PROPOSAL

Selection of PMC for Construction of Low Cost Housing under BSUP, JnNURM in Naya Raipur

18.A	<b>Community Toilets</b> I. Expenditure involved II. No of WCs/Baths proposed	No-Not Required Because individual toilet are provided in each unit
18.B	<b>Water Supply</b> I. Expenditure involved II. Whether municipal water supply available in vicinity ? If no, type of water supply system proposed? III. Whether there is provision for Rain water harvesting?	Rs. 152.19 Lacs 13 No. Bore well is proposed  YES
18.C	<b>Sewerage</b> I. Expenditure involved II. Whether municipal water supply available in vicinity ? If no, type of water supply system proposed?	Rs. 29.30 60 No. individual septic tanks. Later on it will be integrated with Township sewerage system.
18.D	<b>Road/Pavements</b> I. Expenditure involved II. Whether connectivity with the main peripheral road exists or not? If not is it proposed in the DPR.	Rs. 82.00 YES
18.E	<b>Storm Water Drainage</b> I. Expenditure involved II. Whether connectivity with the main peripheral road exists or not? If not is it proposed in the DPR.	Rs. 129.79 lacs Will be connected to major drains in due course
18.F	<b>Parks and Open spaces</b> I. Expenditure involved	Rs. 8.45 lacs
18.G	<b>Electrification</b> I. Expenditure involved II. Whether street lighting of internal road/pavements proposed?	Rs. 18.91 Lacs YES
18.H	<b>Solid Waste Disposal</b> I. Expenditure involved II. Distance from Landfill III. Whether there is provision for waste recycling and segregation?	111 Nos. Dustbins are proposed Rs. 5.55 lacs ----- No.
19	Other Services to be converged with other Central/State Programme.	Proposed sites are located in the sector area of Naya Raipur where all provisions are already made in the integrated plan hence separate facilities are not considered for the project.
19.A	<b>Health Care facilities.</b> I. Whether proposed within the site II. If not, does it exist in the vicinity III. If not, is if proposed in the vicinity IV. If in the vicinity distance from the site V. Expenditure involved VI. Methodology adopted for convergence.	Proposed sites are located in the sector area of Naya Raipur where all provisions are already made in the integrated plan hence separate facilities are not considered for the project.
19.B	<b>Education facilities</b> I. Whether proposed within the site II. If not, does it exist in the vicinity III. If not, is if proposed in the vicinity IV. If in the vicinity distance from the site V. Expenditure involved VI. Methodology adopted for convergence.	Proposed sites are located in the sector area of Naya Raipur where all provisions are already made in the integrated plan hence separate facilities are not considered for the project.

19.C	<p>Social Security</p> <p>I. Details of social security provisions available like medical insurance, pension schemes etc.</p> <p>II. Expenditure involved, item with</p> <p>III. Methodology adopted for convergence.</p>	State/Central programmes like NOAPS, NFBS, AY, AAY, Thrift & Credit Groups DWCUA Bank Loans etc. under SJSRY.
19.D	Provision of other civic amenities (if any)	Proposed sites are located in the sector area of Naya Raipur where all provisions are already made in the integrated plan hence separate facilities are not considered for the project.
20	Details of Environment Impact Assessment (ELA) done	Rain water harvesting and proper sewage disposal are proposed along with provision of green belt to create good environment for slum dwellers. Overall impact shall be positive.
21.A	Methodology adopted for maintenance of assets thus created.	NRDA will arrange a meeting with all slum dwellers wherein stock of work done and assets created shall be listed and slum dwellers shall be briefed about constitution and role of Bus tee Works Management Committee (BWMC) for looking after operation & maintenance plan for slum level infrastructure work. BWMC shall be elected through informal election in the meeting with slum dwellers. Guidelines for constitution of BWMC have been clearly defined. This committee would be responsible for overseeing the O&M of the assets created. Role and responsibilities of the BWMC for each component of the infrastructure created has also been clearly defended by the agency.
21.B	Mechanism for sustainable management of services.	Regarding availability of funds for the O&M agency has proposed that BWMC would be authorized by the NRDA to raise fund. The ULB will provide matching contribution against the fund raised by the BWMC.
22.A	Use of Innovative & cost effective materials and technology . Details there of	Yes, Design/Cost Effective material shall be used and adopted accordingly.
22.B	Use of earthquake resistant technology. Details thereof	Codal Provision is taken care n DPR.

**APPROVAL REPORT FOR BSUP SCHEME FOR NAYA RAIPUR, CHHATTISGARH.**

COMPONENT-WISE PROJECT REQUIREMENT-

(Amount in Rupees/Lacs)

S. No.	Scheme Component	Quantity	Unit	Rate	Project Cost	Central Share	State Government Share			Percentage
							State Govt. Grant	ULB	Beneficiary share	
<b>A.</b>	<b>Housing</b>					<b>80% of Rs. 0.80 Lac per DU</b>	<b>10% of Rs. 0.80 Lac per DU</b>	<b>10% of Rs. 0.80 Lac per DU</b>		
1	Dwelling Units	888	No.	260000.00	2308.80	1847.04	230.88	230.88		
	Sub-Total (A)	888			2308.80	1847.04	230.88	230.88		
<b>B.</b>	<b>Infrastructure</b>					<b>80%</b>	<b>10%</b>	<b>10%</b>		
2	Drainage	2050	M.	6331.22	129.79	103.83	12.98	12.98		
3	B.T. Road	10800	Sqm.	759.25	82.00	65.60	8.20	8.20		
4	Street Light	120	No.	11795.00	14.15	11.32	1.42	1.42		
5	Supply Line	4000	M.	119.00	4.76	3.81	.48	.48		
6	Culverts	46	No.	33000.00	15.18	12.14	1.52	1.52		
7.	Cinder Track	1000	M.	1408.00	14.08	11.264	1.408	1.408		
8.	Sewerage Pipe Line	2650	M.	200.00	5.30	4.24	0.53	0.53		
	Septic Tank	60	No.	40000.00	24.00	19.20	2.40	2.40		
9.	Water Supply									
	Pipe line	6000	M.	158.50	9.51	7.61	.95	.95		
	Pump station	13	No.	74000.00	9.62	7.70	.96	.96		
	Pump sets	13	No.	50000.00	6.50	5.20	.65	.65		
	Rain Water Harvesting	13	No.	20000.00	22.20	17.76	2.22	2.22		
	Tubewells	13	No.	85500.00	11.12	8.89	1.11	1.11		
	Water Tank	6	No.	1924000.00	115.44	92.352	11.544	11.544		
10	Dustbin	111	No.	5000.00	5.55	4.44	.56	.56		
11	Community cum/ Livelihood centre	2	No.	573500.00	11.47	9.176	1.147	1.147		
12	Development of parks	1.44	Acre.	586806.00	8.45	6.76	0.845	0.845		
13	Stair Case	111	No.	72835.00	80.85	64.68	8.085	0.085		
	Sub Total (B)				569.97	455.976	56.997	56.997		
	Grand-Total (A+B)				2878.77	2303.16	287.877	287.877		
	Percentage (%)				100.00	80.00	10.00	10.00		

PWD SOR w.e.f. 1-11-1999 & amendments of 28.08.08 for all items excepts road for which PWD SOR 15.04.2005 has been considered in preparation of estimates.

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## APPRAISAL REPORT FOR BSUP SCHEME FOR NAYA RAIPUR, CHHATTISGARH

The agency has proposed the programme for a period of 18 months.

Details of components proposed under the project are as follows:-

1) HOSING :

- Agency has proposed 888 nos of houses in 18 months. On the basis of survey of the houses. Housing requirement has been finalized. Only dilapidated houses requiring reconstruction have been considered.
- The cost per unit is Rs. 2,83,000.00
- The proposed built-up- area is 29.45 Sqm. Which includes 2 rooms, kitchen, separate WC & bath room with independent access from both the rooms and verandah.
- RCC framed structure for foundation & superstructure, 200mm thick brick wall, RCC roof Pressed steel frames, flush door shutter are proposed.
- State urban development Agency (SUDA) in consultation with NRDA has indentified beneficiaries and formulated project. Title of land is with the NRDA. Before implementation it will be ascertained that either the property title is in the name of female member of the family or at least female family member is the co-owner of the holding/property.
- Agency had certified that the beneficiaries are agreeable to bear the beneficiaries share.
- Beneficiaries list duly certified by the NRDA have been submitted.
- Plantation of trees in the entire habitation or around the individual house shall be taken up simultaneously. Trees shall be planted near the housing clusters so that, in due course, enough trees are available nearby. Plantations shall be taken up under the social forestry programme.
- An undertaking has been furnished indicating that the proposed houses have been provided with on- site infrastructure system which would be integrated with the city system, as and when implemented.
- The beneficiaries are so selected that the title of the land belongs to them and they agree to contribute their share.
- Agency has agreed to incorporate the following in the dwelling unit :
  - Internal electrification.
  - Individual water supply connection to all the dwelling units in phases as per necessity/ demand.
  - In order to make unit vector free the main door and windows of the unit will be provided with double shutter door having jail door & normal door.
  - Provision of built-in cup- boards in the rooms.

- Lay-out plan for slums :

Agency has submitted proper lay-out maps for the proposed sites (9 nos. of layouts)

Further, the agency has indicated in incorporate following during implementation:

The proposed sites are located in the sectors of the proposed township of new Raipur where all integrated community facilities are planned which shall be utilized for the slum dwellers, hence separate facilities in the proposed layouts are not considered to avoid duplicity.

The agency also submitted location plan of the slums proposed under the scheme in respect of municipal map.

2) DRAINS :

- Haphazard growth and settlement in the slum area has blocked the natural drainage courses, which in turn causes water logging and stagnation in different parts of the slums. The accumulated water is causing health problem to the general public.
- For slum, surface drainage systems have been proposed along roads which will dispose of the stagnant water to main drains.
- RCC drain/ Service duct of average section of 450mm X 600mm, 600mmX600mm is proposed for length of 2400 meter for all the slums.

3) B.T. ROAD :

- Existing road network system of the slum has become inadequate to cope up with the present and ever increasing needs.
- In order to ease the movement of slum dwellers and smooth flow of pedestrian, light vehicle etc. B.T. road of 10800sqm. With average width 4.5 meter has been proposed.
- After implementation of this project, movement of slum dwellers and flow of pedestrian and light vehicle will be eased and smooth, and thus, quality of life will also improvement.

4) STREET LIGHTING :

- It has been proposed to provide 120 nos of recast poles of 8 meter high along road.
- This will remove prevailing darkness in slum areas after sunset and ultimately alleviate inconvenience faced by the slum dwellers.

5) CINDER TRACK:

By the side of existing open area & green spaces, cinder track of 2000 mts. With 3 mt. Average widths have been proposed. Cinder track shall be used as jogging track.

6) CONVERGENCE OF HEALTH & EDUCATIONAL FACILITIES AND SOCIAL SECURITY :

The schemes under implementation by the state government in the social sector, as detailed below, are proposed to be dovetailed and integrated with the programme to ensure effective slum development:

HEALTH CARE FACILITIES:

Followings state/centrally sponsored activities proposed to be converged/ integrated with the project:

- Health programme under DFID assistance.

EDUCATION FACILITIES:

Followings state/centrally sponsored works proposed to be converged/ integrated with the project:

- Sarba Siksha Abhijan
- Sishu Siksha Kendra
- Mid-day meal

The above mentioned health and education activities will be undertaken by the municipality with effective participation of ward committee, community development societies/NGO etc.

SOCIAL SECURITY:

The following Social Security schemes under State Plan are proposed to be integrated with the current programme:

- Adult Education
- Self Help Group
- Annapurna

7) DETAILS OF PROJECT SUSTAINABILITY AND O&M DETAILS:

The agency has given roadmap for O&M of the assets created from the project.

- NRDA will arrange a meeting with all slum dwellers wherein stock of work done and assets created shall be listed and slum dwellers shall be briefed about constitution and role of Bustee Works Management Committee (BWMC) for looking after operation & maintenance plan for slum level infrastructure work. BWMC shall be elected through informal election in the meeting with slum dwellers. Guidelines for constitution of BWMC have been clearly defined. This committee would be responsible for overseeing the O&M of the assets created. Role and responsibilities of the BWMC for each component of the infrastructure created has also been clearly defined by the agency.
- Regarding availability of funds for the O&M agency has proposed that BWMC would be authorized by the NRDA to raise fund. The ULB will provide matching contribution against the fund raised by the BWMC.

- NRDA will allot work to one engineer and one accounts persons to supervise, implement O&M plan and keep regular touch with BWMC to ascertain & stare problems. Local councillor will also supervise the work.
- Each BWMC will open and operate a separate bank account. This bank account will function as the O&M fund for the slum.

8) OBSERVATION :

- The coverage of the town has been approved in the SLCC meeting held on 02.02.2009.
- Moa for the reforms between Government of Chhattisgarh & NRDA shall be signed.
- Being a newly formed authority, elected local body is not in existence.
- Agency has informed that the area/beneficiaries covered under the scheme had not been benefited previously in any Central/State government schemes.
- Agency has informed that the project shall be approved by the NRDA. Other statutory approvals from various bodies like TCPO, Fire Department, Pollution Control Board, ministry of Environment etc. will not be required to be taken.
- State share & beneficiary contribution has not been deposited in the separate accounts. It is informed that budgetary provision will be made for the State share and beneficiary share shall be collected after sanction of the scheme.
- The agency has citified that offer completion of all development works in the selected slums and construction of new houses in will have selected, it will be declared as slum free area.
- Livelihood survey has been carried out by the agency and community space based on primary & secondary occupation has been provided.

In case the Committee approves the funding of the instant project proposal, the agency may be asked to finish/comply with the following, before the release to funds:

1. Scheme specific approval of the SLSC.
2. Biometric identification of beneficiary needs to be carried out.
3. Authenticated copy of sanctioned layout plans, buildings design drawings, technical approval of cast estimate and sanction letter issued by the Competent Authority. Also confirming that all statuary approvals have been obtained.
4. Confirmation regarding adequacy, correctness of design and quantity calculations conforms to the proposed design/plan.
5. The Structural safety aspects of the buildings proposed in the project will have to be designed as per the requirements of National Buildings Code.

6. Confirmation that the detailed estimated prepared are based on the latest SOR and necessary technical and administrative sanction has been obtained as per State PWD code.
7. Bar/PERT/GANT Chart and projected cash flow statement (Central subsidy, states/ULB share) indicating the quarter wise/ year wise implementation of the programme needs to be furnished.

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## TERMS OF REFERENCE FOR CONSULTING SERVICES

### Scope

#### 1. Broad Scope of Work of Project Management Consultant

The Project Management Consultant shall be responsible for entire project including execution & implementation of works at site, taking measurements, preparation/ checking and certifying contractor's bills in coordination with the appointed Consultants and through the appointed contractors, obtaining the requisite statutory approvals related to the entrusted works, handing over the completed works to NRDA or its designated agencies on its completion.

- a) The Project Management Consultants shall also carry out a scrutiny/ technical audit of the reports, drawing, designs, estimates, BOQ etc prepared by the Consultant such as Site survey, evaluation and analysis including soil investigation Structural design, design of internal and external services , Sanitary, plumbing, drainage, water supply and sewerage, roads, electrification works etc, as per detailed engineering designs & drawings , detailed cost estimates based on the details available in DPRs and as per site conditions, Bill of Quantities (BOQ) and working drawings, Good for Construction Drawings and the standard codal provisions.
- b) Scrutiny and processing of complete tender documents for the various works under the project incorporating all statutory / mandatory provisions in respect of labour laws, taxes/ levies etc as per relevant rules, and obtaining approval from NRDA and arrange for award of works to contractors through tendering by NRDA.
- c) Day to day supervision of execution of construction works at site through contractors, quality control, taking measurements, preparation and certifying and finalizing the bill of contracts, handing over completed works to designated agencies and attend to CVC/ audit queries & all arbitration / litigation cases w.r.t the project till their conclusion.

#### 2. Detailed Scope of Work is as Under

##### Pre-Tender and Approval Stage

- a) Coordination w.r.t the Architectural and engineering designs prepared by the Consultant, regarding its implementation, Project Planning & Site data collection etc.
- b) The Project Management Consultants will get the modifications and additional requirements incorporated through appointed Consultant wherever recommended by the appointed Technical institution, considered necessary in the designs and drawings to improve the performance.

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- c) Prepare detailed PERT/CPM charts, analysis of various project related activities with reference to time frame, resource allocation & scheduling etc using latest techniques and software for approval.

### **3. Tender and Award of Work Stage**

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

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- g) The NRDA shall receive and open the tenders in a pre-determined manner at pre-designated venue on the appointed date and time, in the presence of intending bidders and Project Management Consultant's representatives. The offers so received, shall be tabulated, evaluated and assessed by Project Management Consultant. After technical evaluations of bids, Project Management Consultant shall submit their recommendations to NRDA for approval. On acceptance of the tender by NRDA, Project Management Consultant shall assist NRDA for issue of letter of Intent/ Letter of award, and on its acceptance by the selected bidders, execution of contract agreement between NRDA and selected bidders and take further necessary actions in accordance with the tender conditions.
  - h) The Project Management Consultant shall develop a Project Schedule that coordinates and integrates the design efforts/schedule with construction schedules; update the Project Schedule incorporating a detailed schedule for all activities of the Project, including realistic activity sequences & durations, Process/prepare all drawings, bar bending schedule, check and finalize contractor's detailed programme of activities commensurate with the tender provisions, requirement of labor, materials & samples and delivery of products requiring long lead-time procurement including the NRDA's occupancy requirements showing portions of the project having occupancy priority.
  - i) The Project Management Consultant shall assemble multi-disciplinary construction management team as approved by NRDA and have preliminary interaction with the contractor's Project Team on behalf of the NRDA to initiate all preliminary actions and mobilization. The Project Management Consultant shall have an office & provide adequate Technical & nontechnical staff as per project requirement and furnish the list of officials who will be posted for the project along with their professional qualifications in line with the stipulations. There should be no legal proceedings against the officials and should not be a terminated person from the Semi-government / Government Department.
  - j) The Project Management Consultant shall prepare a Project Budget and cash flow statement as soon as major project requirements have been identified, and update the same periodically for the NRDA's approval and suggest corrective actions.

#### **4. Construction Stage**

- a) The Project Management Consultant shall exercise perform all the duties, liabilities, functions and obligations as laid down with reasonable skill, care and diligence. and also ensure that the works are executed at site strictly as per the approval granted by NRDA/Concerned local authorities, the terms and conditions of the Contract Agreement entered between NRDA and the respective Contractors, within the given time frame & budget provisions.

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- b) The Project Management Consultant will be required, during the construction phase to provide the field supervision and sufficient technical assistance (staff) for check on quality control of the work at site. For this purpose, the Project Management Consultant shall have to post their Quality Control Engineer at the site of work and provide the agreed necessary and adequate technical staff, for supervision and exercising adequate and constant day to day technical supervision over the construction including giving layout, its checking, checking requirements of materials and equipment and their procurement in time, conforming to approved specifications and accepted standards. Submission of weekly or fortnightly progress report as per the directions of NRDA, including maintaining necessary site records, containing data in support of the same, carrying out field tests on materials, structures etc. and obtaining necessary approvals thereon and maintaining adequate records thereof and certifying the bills for payment to the Contractors including recommendation of extension applications, extra items, variation statements, quality control check for final bills etc., on the forms prescribed by the NRDA.
- c) Cropping up of Extra items/ substituted items and deviations should strictly be avoided. However, in unavoidable circumstances extra items/substituted items, deviation the necessary statement duly supported by justification and analysis of rates shall be submitted by the Project Management Consultants as per CPWD formats or any other formats approved by NRDA along with Consultant's recommendations for extra/substituted items. The Project Management Consultant should ensure that the case is put up for NRDA's approval early enough so that in no case construction work suffers on this account. As regards grant of time extension cases, prior approval of NRDA should be obtained by Project Management Consultants.
- d) The scope under this phase of the assignment shall include, inter alia, the following :
- a. Complete day-to-day supervision of contracted building and development work ensuring quality control in accordance with tender stipulations, specifications, drawings and site conditions. The quality control will be exercised at all stages of construction, viz. approval of materials, inspection of equipment, usage thereof in proper proportions and workmanship at all stages of execution of individual items of work.
  - b. Ensure proper establishment of field laboratories/quality control equipments on site by contractors to conduct tests on materials/mixes being used for construction such as cement, steel, bricks, mortars, concretes etc. Essential gauges, instruments etc. should be got calibrated periodically. The Project Management Consultant shall maintain necessary site records and obtain data in support of the same. They shall carry out field and laboratory tests on materials of

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construction as well as partially or completely erected structures etc. and maintain adequate records thereof.

- c. Suggesting modifications, if any, due to site conditions and submit the recommendations along with cost variations on account of the same to NRDA for approval.
- d. Ensure regular and timely flow of working drawings / instructions so as to complete the works without any delay on account of the same.
- e. Verification and recommendation for payment by NRDA of contractor's periodic or stage wise bills for the work done and material / plant advance, recording joint measurement of work and certification of the bills that the work is in accordance with the design, quality etc. and maintain necessary site computerized measurement records and other site records which are made available to NRDA for verification/authentication if required by NRDA.
- f. Monitoring progress by using modern methods of control such as computerized PERT / CPM, submission of progress reports of work executed monthly. Both financial and physical progress reports with reference to prefixed targets will be prepared. Constant review of progress within present time and cost parameters will have to be done. The Consultant will have to suggest improvements from time to time. Consultants shall inform NRDA of the progress of the project vis-à-vis PERT/CPM controls on a fortnightly basis.
- g. Complete administration and management of contract till expiry of the contract period.
- h. Coordination with other contracting agencies, the agencies like Jharkhand State Electricity Board, other local authorities, etc. which may be expected to be working in the same area.
- i. The Project Management Consultant shall be responsible for assessing, verifying and sending replies to the day-to-day issues raised by the contractors during the execution of work or after completion of the work. However, in case of any claims with financial implication, approval of NRDA shall be obtained. Nothing extra will be paid to the Consultant for such works. The consultant shall work as conciliator in the event of any dispute arising between the parties before the matter goes to legal forum. Consultant shall deal with all Arbitration / litigation cases either with Arbitrator or with any other Court of Law during the contract period as defined in the agreement till its conclusion.
- j. Rendering generally as Project Management Consultant, all technical services/ guidance/ advice as may in any way relate to or arise out of the construction of the said work as have been entrusted to the Project Management Consultant by NRDA.

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- k. The Project Management Consultant shall collect and deliver to NRDA any specific written warranties or guarantees given by others, including all required trade contractor guarantees and warranties.
  - l. The Project Management Consultant shall prepare a realistic cash flow/ expenses on budget head for the project on available information and update the same as required on a regular basis to reflect the current status.
  - m. In case certain additional works are required to be carried out for obtaining approval of statutory bodies or to make the completed works/ areas operational, Project Manager, on obtaining the approval from NRDA shall complete the same before handing over the said completed works to NRDA, or to its appointed maintenance agency or to allottee / occupant authorized by NRDA.
  - n. The Project Management Consultant shall keep NRDA apprised of any delays; keep a hindrance register indicating all details of all such delays which will also be furnished with recommendations for approval of NRDA for grant of extension of time by NRDA to contractors.

#### **5. Completion Stage and Handing Over Stage**

- a) Obtain and submit all the records from the Consultant and the records of any changes made in the works during the progress of works and submit adequate number of completion reports and completion drawings for the project, prepared by the contractor/ Consultant incorporating all such changes, duly authenticated as required for obtaining 'Completion/Occupancy Certificate" from statutory authorities, wherever required.
- b) Obtain certification from Consultant and submit "As Built Drawings" prepared by the Contractor at an appropriate scale indicating the details of building, structure and services duly authenticating and supply 8 sets of as built/completion drawings to Project Coordinator NRDA also hand over the originals of the completed drawings.
- c) Obtain from the Consultant and submit two soft copies of the entire drawings / documents & two sets of drawings on reproducible paper for the works executed to the Project Coordinator, NRDA.
- d) Verification of work on its completion and issuing completion certificates (virtual as well as actual) for the completed works, so as to enable NRDA to record completion of the works.
- e) Verification by taking and recording joint measurements of the final bill to be submitted by the contractors, process, certify and recommend as per the terms and conditions of contract agreement for release of final payment by NRDA and attend to the observations /queries raised while processing the same for payments by NRDA.

- f) Project Management Consultant shall also submit necessary information as required by NRDA for finalization of accounts and commits to continue to till the accounts are finalized at agreed upon terms.
- g) The Project Management Consultant shall maintain complete documentation and render all technical services as may in any way relate to or arise out of the construction of the said work as have been entrusted to the Project Management Consultant by NRDA. Project Management Consultant shall obtain statutory approval/approvals of NRDA or the maintenance agency appointed by NRDA for the said purpose, with respect to the completed works.
- h) The completed works shall be handed over by the Project Management Consultant along with the necessary documentation in pre-determined phases, to the NRDA or the appointed agency or any allottee / occupant authorized by NRDA. Consultant shall also promptly attend to any defects/deficiency noticed in the completed works within the scope of work of execution by the said taking over agency without demur.
- i) Preparation of "Maintenance Manual" for buildings and all the internal and external services.

#### **Compliance to the norms of JnNURM:**

- a) The Consultant shall comply to all the norms and rules under JnNURM
- b) The Consultant shall prepare all periodical reports, applicable to the Project, as may be required by JnNURM, SUDA, IRMA, the State Government etc. On behalf of NRDA

#### **Reports**

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

<b>SI No.</b>	<b>Report</b>	<b>Frequency</b>	<b>Due Date/Time</b>	<b>No. of Copies</b>
1.	Inception Report	One time	15 days after commencement of services.	10
2.	Progress Report (Monthly)	Every month	Before 10 <sup>th</sup> day of the following month	10
3.	Final Report	One time	Within 15 days of completion of services/contract.	10

2. The Commencement Report shall contain the details of all meetings held with the Client and the contractor and decisions taken therein, the resources mobilised by the Consultants as well as the contractor and the Consultants' perception in the management and supervision of the maintenance works. The Report shall also include the Work Programme and Resource Mobilisation for the Project.
3. The monthly Progress Report shall contain details of all meetings, decisions taken therein, mobilisation of resources (Consultants' and the contractor), Detailed compliance report of each activity, progress and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any reasons for such delay(s) and the recommendations for corrective measures.
4. **Final Report**  
The consultant will prepare a comprehensive final completion report after completion of the work. The report shall incorporate summary of the method of maintenance supervision performed, problems encountered and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the employer.

#### Payment Schedule

5. Payments to agency would be done by NRDA on monthly basis as quoted by the firm / Agency in Financial Proposal. These payments would also be linked to actual deliverables and would be subject to recommendations made by NRDA at various point of time during project implementation.

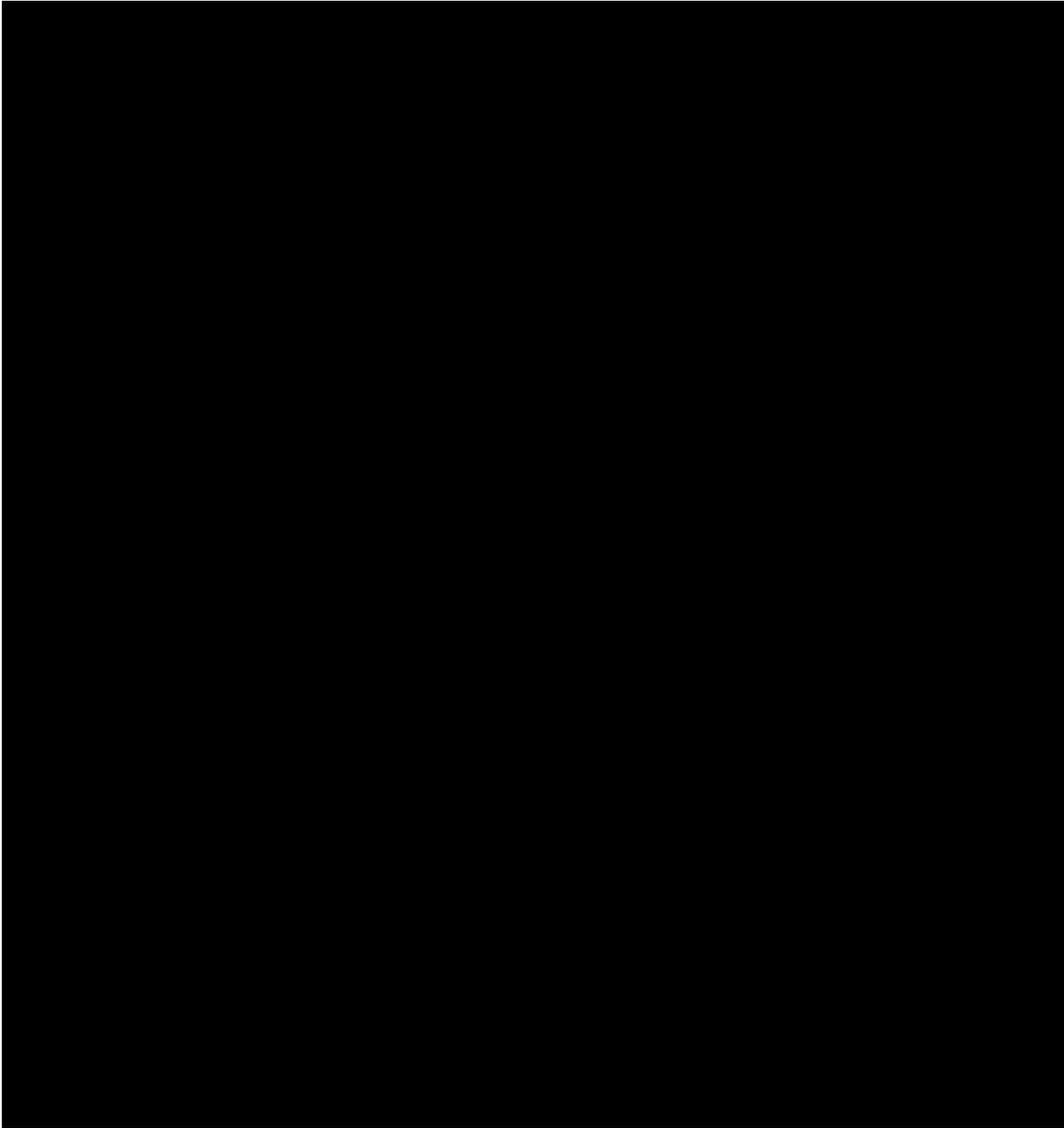
S. No.	Description	Percentage of Payment
Stage I	The total fee shall be paid in monthly instalments {Let, Monthly Remuneration =X (depending on the attendance per month)}, Therefore, Monthly Payment = {X- (15% of X)} (15% from every monthly payment shall be retained by NRDA as Performance Security)	85%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

#### Note:

1. Deduction of taxes shall be made from the fee at every stage of payment as applicable;
2. Service Tax and education cess will be paid extra by NRDA.

**DETAILS OF KEY PERSONNEL**

Sl. no.	Description	Qty. / No.	Essential qualification		Responsibility
			<i>Educational</i>	<i>Minimum Experience</i>	
<b>A</b>	<b>Minimum Personnel</b>				
1	Project Manager/ Team Leader	1	1. ME Civil + 5 yrs. Exp OR BE Civil + 10 yrs. Exp 2. At least should have supervised one building project of costing more than Rs. 10 crores.	5 yrs	Overall responsible for the project
2	Quality Control Engineer (Civil)	1	1. Deg + 5 yrs. Exp 2. At least should have QC experience for min. 2 yrs.	2 yrs	Overall responsible for Quality of the project
3	Bill Engineer (Civil)	1	1. Deg + 5 yrs. Exp 2. At least should have Billing experience for min. 2 yrs.	2 yrs	Overall responsible for Billing of the project
4	Senior Engineer (Civil)	2	BE Civil + 5 yrs. Exp	5 yrs	Overall responsible for their Group of the project
5	Site Engineer (Civil)	5	Deg. + 2 yrs. / or Diploma + 7yrs. Exp.	2 yrs	Overall responsible for their site of the project
6	Site Engineer (E/M)	2	Deg. + 2 yrs. / or Diploma + 7yrs. Exp.	2 yrs	Overall responsible for electrical work
5	Computer operator	3	Graduate	2 yrs	All type of computer related work
6	Office Assistant	2	10th Pass	1 yrs	
	<b>Total</b>	<b>17</b>			



**SECTION 6**  
**STANDARD FORMS OF CONTRACT**

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**CONSULTANT SERVICES CONTRACT  
AGREEMENT**

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

WHEREAS the Client is constructing low cost housing at Naya Raipur under the scheme of 'Basic Services for Urban Poor' (BSUP) under JnNURM\_ (hereinafter called the Project);

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

**NOW THEREFORE the parties hereto agree as follows:**

Clause 1: Services.

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

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

Clause 2: Reports.

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

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

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

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

Clause 3: Personnel.

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

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

Clause 4.: Commencement Date.

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

Clause 5.: Date of Arrival.

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

Clause 6: Maximum Payment to the Consultant.

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

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

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

Clause 7: Accounts for Payment.

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

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Clause 8: Authorized Representative of Consultant.

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

Clause 9 : Notices and Requests.

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

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For the Client

Designation: Chief Engineer (Engineering)

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

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

e-mail: cee@nayaraipur.com

For the Consultant :

Name :

Address:

Telephone Nos.:

Facsimile Nos.:

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

Clause 11: Notice of Delay:

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

Clause 12: Effective Date.

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

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

Clause 13: Miscellaneous.

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

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party in respect of any default, or any acquiescence in any default, affect or impair any right, power or remedy of such party in respect of any other or subsequent default.

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

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

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

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Authorized Representative

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

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Authorized Representative

List of Appendices

- A. Scope of Services/Terms of Reference
- B. Staffing Schedule
- C. Not used
- D. Cost Estimates
- E. Services, Facilities and Equipment to be Provided by Client

**APPENDIX A**

TERMS OF REFERENCE

Reference invited to Section 5 of RFP

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**APPENDIX B****PERSONNEL****Name****Position**

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

APPENDIX C

PERSONNEL SCHEDULE

APPENDIX D

COST ESTIMATES

(Expressed in Indian Rupees)

SERVICES, FACILITIES AND EQUIPMENTS  
TO BE PROVIDED BY THE CLIENT

<b>A</b>	<b>List of Equipment</b>	
1	Desktop Computer set	3
2	4 in 1 MFD A3 size	1
3	A 4 printer	2
	<b>Total</b>	<b>6</b>
<b>B</b>	<b>List of Furniture</b>	
1	Office table	6
2	Computer table	3
3	Office Chair	6
4	Steel Chair	16
5	Steel Almirah	3
6	File cabinet	3
	<b>Total</b>	<b>37</b>

**Note: 1. Total budget for reimbursement of cost towards procurement of Equipments and furniture: INR 4,05,000.00 only and office operational cost: INR 5,59,000.00 only. No reimbursement shall be made over and above the mentioned budget above.**

2. All expenditures under the project, which are to be paid under provisional sums actual basis, shall be done maintaining financial proprietary. The Financial proprietary means purchasing of any article from open market on most competitive rates based on at least three quotations but without calling long tenders. Consulting firms has to provide certificate that material is purchased on lowest rate in the market. All equipment, furniture items, documents, reports and other articles purchased by the firm from the project fund shall be property of NRDA. At the end of contract, firm will hand over all such articles and equipment in working condition to the NRDA. Proper registers of these purchases and store articles shall be maintained by firm and shall be made available for stock verifications as required.
3. **Office equipment and Furniture and operational cost-** All necessary office equipment and furniture like computers, printers, software, fax, EPABX, photocopier, ACs, chairs and tables etc. shall be purchased by the consulting firm. Purchases shall be made in consultation with the NRDA. The firm will prepare the requirement and specifications of the equipment to be procured and approved from NRDA before actual purchases. This cost will also include operational cost.



**GENERAL CONDITIONS  
AND UNDERTAKINGS**

ARTICLE I  
Personnel

Section 1.01.

Should it become necessary for the Consultant to replace any of the personnel specified by name in the Staffing Schedule, the Consultant shall forthwith provide a replacement acceptable to the Client with comparable or better qualifications. In the event that the person replaced is, at the time of replacement, in the field, the Consultant shall bear the travel and other related costs arising out of or incidental to the replacement. The rate of remuneration and out-of-pocket expenses allowable for such replacement shall be the same as agreed between the Client and the Consultant for the person being replaced. For any additional personnel proposed by the Consultant and approved by the Client, the relevant remuneration rate(s) and estimated out-of-pocket expenses will be as negotiated between the Client and the Consultant.

Section 1.02.

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

ARTICLE II  
Staffing Schedule

Section 2.01.

Subject to the prior approval of the Client in accordance with Section 6.08, the Consultant may make adjustment in the periods of time indicated in the Staffing Schedule, as may be appropriate to ensure the efficient performance of the Services and provided that such adjustments will not cause payments made under the Contract to exceed the maximum amount payable as specified in Clause 6 of the Agreement.

ARTICLE III  
Performance of the Services

Section 3.01.

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

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Section 3.02.

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

Section 3.03.

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

ARTICLE IV  
Sub-Contracts

Section 4.01.

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

ARTICLE V  
Relationship of Parties

Section 5.01.

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

Section 5.02.

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

ARTICLE VI  
Payments and Mode of Billings

Section 6.01.

The Client shall pay to the Consultant in respect of the Services such remuneration and out-of-pocket expenses in local currencies (Indian Rupees) as are respectively set forth in Appendix D; provided that total payment shall not exceed the respective ceiling amounts for local currencies specified in Clause 6 of the Agreement.

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Section 6.02.

Remuneration shall be determined on the basis of time spent by the personnel listed in the Staffing Schedule in performance of the Services after the effective date (including necessary travel time) at the rates specified in Appendix D, as applicable, in respect of the personnel. Unless otherwise specifically provided for, such rates as specified in Appendix D shall be fixed for the duration of the Contract. Remuneration for periods of less than one month shall be calculated on an hourly basis for time spent in home office (the total of 176 hours per month shall apply) and on a calendar-day basis for time spent away from home office (1 day being equivalent to 1/30th of a month).

Section 6.03.

Out-of-pocket expenses shall consist of the following types of local currency expenses, as applicable, reasonably incurred by the Consultant in performance of the Services and as specified in Appendix D:

- (i) cost of necessary travel, including transportation of the personnel by the most appropriate means of transport and the most direct practicable route;
- (ii) cost of applicable local communications such as the use of telephone and facsimile required for the purpose of the Services;
- (iii) cost, rental and freight of any instruments or equipment required to be provided by the Consultant as approved by the Client for the purposes of the Services;
- (v) cost as approved by the Client of other facilities and services of the type specified in Appendix E, to the extent that they are not provided to the Consultant free of charge by the Client and as and when reasonably required by the Consultant for purposes of the Services;
- (vi) cost of printing and dispatching of the Reports specified in Clause 2 of the Agreement and in Appendix A;
- (vii) other allowances where applicable and provisional or fixed sums (if any) set forth in Appendix D; and
- (viii) cost of such further items required for purposes of the Services which the Client considers eligible for reimbursement hereunder.

Section 6.04.

The types of out-of-pocket expenses listed in Section 6.03 may be covered by one or more fixed sums. Reimbursable out-of-pocket expenses as well as out-of-pocket expenses which are covered by fixed sums shall be specified in local currencies in Appendix D, respectively.

Section 6.05.

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

#### Section 6.06.

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

#### Section 6.07.

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

Section 6.08.

Payments in respect of remuneration or reimbursable out-of-pocket expenses, which exceed the cost of estimates for these items as set forth in Appendices C and D, may be charged to the respective contingencies provided for foreign and local currencies only if such expenditures were approved by the Client prior to being incurred.

Section 6.09.

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

Section 6.10.

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

Section 6.11.

Not used

Section 6.12.

a) If required to make any payments to any governmental agency in connection with implementation of the Services, the Consultant shall if required to make any payments to any governmental agency shall:

- (i) make such payment only by means of check, pay order or through official bank remittance addressed to the account of the relevant agency;
- (ii) where payment to such agency account cannot be made, make payment to any employee of such agency (whether permanent, part-time or contractual staff), only upon prior written endorsement of the Client and only by means of check, pay order

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or through official bank remittance addressed to the relevant account of the employee.

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

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

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

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

#### Section 6.14 **Performance Security**

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

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

#### Section 6.15 **Penalty for deficiency in Services**

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Warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in services causing adverse effect on the Project or on the reputation of NRDA, other penal action including debarring for a specified period and appropriation of retention amount may also be initiated as per the decision of NRDA.

**Section 6.16 Extension of Time**

In the event of delay in completion of construction beyond the specified time schedule as mentioned in this RFP i.e. thirteen months, an extension of time initially upto six months may be granted to the Consultant with same monthly payments towards remuneration and terms and conditions of this agreement. Any delay in the completion of construction of the Project beyond the extended six months due to any reason for which the Consultant is not responsible, extension of time shall be granted to the Consultant for a period, as per the decision of NRDA, with an escalation of maximum up to 10% on remuneration of personnel, while all other terms and conditions of this agreement shall remain same for that extended period. During the period under extension of time the Consultant shall deploy the same Personnel as proposed.

**ARTICLE VII**  
**Accounts and Records**

**Section 7.01.**

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

**Section 7.02.**

The Consultant shall permit duly authorized representatives of the Client, including auditors selected by the Client, to inspect and make an audit of all such documents, accounts and records in connection with payments made in accordance with this Contract, and make copies of such documents, accounts and records if so requested by the Client. The basic purpose of this audit is to verify payments under this Contract and, in this process, to also verify representations made by the Consultant in relation to the Contract. The Consultant shall cooperate with and assist the Client and its authorized representatives in making such audit. Out of pocket expenditures covered by fixed sums as provided in Section 6.04 above shall, however, not be subject to audit pursuant to this Article. In the event the audit discloses that the Consultant has overcharged the Client, the Consultant shall immediately reimburse the Client an amount equivalent to the amount overpaid. If overpayment is a result of the Consultant having been engaged in what the Client determines to

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constitute corrupt practices or fraudulent practices, as per the law of India, the Client shall, unless the Client decides otherwise, terminate the contract.

ARTICLE VIII  
Indemnity and Insurance

Section 8.01.

(a) Notwithstanding Section 12.02, the Consultant shall be responsible for, and shall indemnify the Client, in respect of loss of or damage to equipment and materials furnished by the Government of Chhattisgarh ("Government") or the Client, or purchased by the Consultant in whole or in part with funds provided by the Client.

(b) The Consultant shall take out and maintain adequate insurance against loss of or damage to such equipment and materials. The proceeds of such insurance shall be payable in a currency freely usable to replace or repair such equipment and materials.

Section 8.02.

The Consultant shall take out and maintain adequate professional indemnity insurance and insurance against claims by third parties resulting from acts performed in carrying out the Services.

Section 8.03.

The Client undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for the personnel or for the dependents of any such personnel.

Section 8.04.

The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection in the Services by reason of: (i) infringement or alleged infringement by the Consultant of any patent or other protected right; or (ii) plagiarism or alleged plagiarism by the Consultant.

Section 8.05.

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

Section 8.06.

(a) The Consultant shall indemnify, protect and defend, at Consultant's own expense, Client, its agents and employees, from and against any and all actions, claims, losses or damages arising out

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of Consultant's failure to exercise the skill and care required under Section 3.01, provided, however:<sup>1</sup>

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

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

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

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

(c) Notwithstanding the provisions of Section 8.06(a), the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by (i) Client's overriding a decision or recommendation of Consultant or requiring Consultant to implement a decision or recommendation with which Consultant does not agree; or (ii) the improper execution of Consultant's instructions by agents, employees or independent contractors of Client.

## ARTICLE IX

### Ownership of Work Product, Computer Programs and Equipment

Section 9.01.

All reports, documents, correspondence, draft publications, maps, drawings, notes, specifications, statistics, work product in any form and, technical data compiled or prepared by the Consultant and communicated to the Client in performing the Services (in electronic form or otherwise and including computer-disks comprising data) shall be the sole and exclusive property of the Client, and may be made available to the general public at its sole discretion. The Consultant may take copies of such documents and data for purpose of use related to the Services under terms and conditions acceptable to the Client but shall not use the same for any purpose unrelated to the Services without the prior written approval of the Client.

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

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Section 9.02.

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

Section 9.03.

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

ARTICLE X

Disposal of Data and Equipment

Section 10.01.

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

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

ARTICLE XI

Coordination

Section 11.01.

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

ARTICLE XII

Exemptions and Facilities

Section 12.01.

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

Section 12.02. Not used.

Section 12.03.

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

Section 12.04. **Not used**

Section 12.05.

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

### ARTICLE XIII

#### Force Majeure

Section 13.01.

If either party is temporarily unable by reason of force majeure to meet any of its obligations under the Contract, and if such party gives written notice of the event within fourteen (14) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues.

Section 13.02.

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

Section 13.03

The term “force majeure” shall mean events beyond the control of either party, which prevent the affected party from performing and fulfilling its obligations under the Contract, and could not have been reasonably anticipated or foreseen, or although foreseen were inevitable, such as acts of war, whether or not war be declared, public disorders, insurrection, riots, sabotage, explosions, violent demonstrations, blockades, and other civil disturbances, epidemics, nuclear contamination, landslides, earthquakes, typhoons, volcanic eruption, floods, washouts and other natural calamities

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and acts of God, strikes, lock-outs or other industrial action or equivalent disruption or disturbances, boycotts and embargo or the effects thereof, and any other similar events.

Section 13.04.

In the case of disagreement between the parties as to the existence, or extent of, force majeure, the matter shall be submitted to arbitration in accordance with Section 16.01 hereof.

## ARTICLE XIV

### Suspension

Section 14.01.

#### 14.1 **Suspension of Agreement**

##### 14.1.1 **Suspension of Payments**

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

##### 14.1.2 **Suspension of Services**

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

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

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forthwith commence provision of Consultancy Services.

## ARTICLE XV

### Termination

#### Section 15.01. Termination

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

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

#### Section 15.02.

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

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

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

#### Section 15.03.

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- (a) Upon receipt of any notice referred to in Section 15.01, or upon giving of any notice under Section 15.02(a) or upon receipt of written confirmation by the Client in terms of Section 15.02(b), the Consultant shall take immediate steps to bring the Services to a close in a prompt and orderly manner and to reduce expenditures to a minimum.
- (b) Unless such termination shall have been occasioned by the default of the Consultant, the Consultant shall be entitled to reimbursement in full for the costs specified in Section 6.05 as shall have been incurred up to the date of such termination and for costs incident to the orderly liquidation of the Services (including return travel of the personnel).
- (c) all claims made by the Consultant under Section 15.03 (b) shall be supported by documentation submitted to the Client, satisfactory in form and content to the Client.

## ARTICLE XVI

### Settlement of Disputes

#### Section 16.01. **Arbitration**

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

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

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

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

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

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

## ARTICLE XVII

### Variations

#### Section 17.01

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

## ARTICLE XVIII

### Conflict of Interest

#### Section 18.01

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

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

## ARTICLE XIX

### Confidential Information

#### Section 19.01.

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

## ARTICLE XX

### Contractual Ethics

#### Section 20.01.

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

#### ARTICLE XXI

##### Respect for Laws and Regulations

###### Section 21.01.

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

#### ARTICLE XXII

##### Specifications and Designs

###### Section 22.01.

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

###### Section 22.02

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

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