

REQUEST FOR PROPOSAL

For

Selection of

**Independent Engineer
for
Development of Star Hotel and Convention Centre
at *Naya Raipur.***

RFP NO.: 5559/184/9-CE(P)/NRDA/2011

dated 2/11/2011



NAYA RAIPUR DEVELOPMENT AUTHORITY

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

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

Website: www.nayaraipur.com,

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



NAYA RAIPUR DEVELOPMENT AUTHORITY

In Front of Mahanadi dvar of Mantralaya Raipur (C.G.)
Tel:0771- 4066011, Fax: 0771-4066188, Email: ceo@nayaraipur.com

REQUEST FOR PROPOSAL (RFP)

**For Selection of Independent Engineer for Development of
Star Hotel and Convention Centre at Naya Raipur**

No. 5559/184/9-CE(P)/NRDA/2011

Raipur, dated: 2/11/2011

Naya Raipur Development Authority invites Bids along with Earnest Money Deposit (EMD) of Rs. 20,000/- in the form of bank draft payable at Raipur, for the above Consultancy Services from eligible Technical Consultants.

2. Interested Bidder may download the RFP documents from the website www.nayaraipur.com from 03/11/2011 and use it, provided they deposit a sum of Rs. 5000/- against the cost of each RFP document with the bid. The pre-bid meeting will be held on 22/11/2011 at 3.00 pm in the office of NRDA. The Last date of submission of bids is 05/12/2011 up to 04.00 pm.

Chief Executive officer

DISCLAIMER

The information contained in this Request for Proposal ("RFP") document provided to the Bidder(s), by or on behalf of Naya Raipur Development Authority (NRDA) or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for NRDA, its employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. NRDA, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

NRDA may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

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1. Schedule of Bidding Process

NRDA would endeavour to adhere to the following schedule during the Bidding Process:

Sr. No.	Event Description	Date
1	Issue of RFP document through website	November 03, 2011
2	Last date for receipt of queries	Upto 1700 hrs on November 21, 2011
3	Date of pre-bid meeting	At 1500 hrs on November 22, 2011
4	Last date of submission of Proposal	Upto 1600 hrs on December 05, 2011

2. Instructions to Bidders

- 2.1 Government of Chhattisgarh (GoCG) has taken initiatives to develop, the Greenfield city Naya Raipur as the administrative capital of Chhattisgarh at a distance of about 17 Kms southeast of Raipur. Naya Raipur Development Authority (NRDA), a Special Area Development Authority constituted under the Chhattisgarh Nagar tatha Gram Nivesh Adhiniyam (No. 23) of 1973, is the nodal agency responsible for the planning and development of this new city.
- 2.2 NRDA decided to develop a Star Hotel (Min. Four Star Category) and Convention Centre (SHCC), hereinafter called as the “**Project**”, in Naya Raipur, on Public Private Partnership (PPP) basis and selected the Consortium comprising of M/s VISA Steel Limited, VISA infrastructure Limited and VISA as preferred bidder, The preferred bidder has incorporated a Special Purpose Company by name “VISA urban infra Limited” having its registered office at “Brooke House”, 2nd Floor, 9, Shakespeare Sarani, Kolkata-700071 in line with the terms and conditions of the Agreement executed between NRDA (the “**Grantor**”) and M/s VISA Urban Infra Limited (the “**Authorisee**”).
- 2.3 The Authorisation Agreement signed between Grantor and Authorisee provides that a consulting engineering firm/company of engineers having the requisite experience in similar projects shall be appointed through a competitive bidding process to be the independent consultant (herein after refer as “**Independent Engineer**”) for the project.
- 2.4 In view of this, NRDA through this Request for Proposal (“RFP”) invites sealed Proposal (hereinafter called “Bids”) from consulting firms fulfilling the prescribed eligibility conditions set out below to offer their services as “Independent Engineer” for the Project. NRDA intends to adopt a single stage bidding process for selection of Technical Consultant for the Assignment.
- 2.5 The RFP Document can be downloaded from the website www.nayaraipur.com from 03/11/2011 and be used it, provided the bidders deposit a non refundable fee of Indian Rs 5,000/- (Rupees Five Thousand only) as the processing fee with the bid by the way of demand draft drawn on a Nationalised /Scheduled bank in favour of “Naya Raipur Development Authority”, payable at Raipur. The pre-bid meeting will be held on 22/11/2011 at 3.00 pm in the office of NRDA. The Last date of submission of bids is 05/12/2011 up to 4.00 pm. However, NRDA will not be responsible for any delay, loss or non-receipt of the same.
- 2.6 The scope of services is set out in **Appendix-H**. The Consultancy period shall be 3 (Three) years from the date of signing and may be extended for further term upto 2

(Two) years on prorated basis with increase of 10 (Ten) percent over and above the previous fee for the terms of agreement.

- 2.7 The Proposal would be evaluated on the basis of the evaluation criteria set out in this RFP document in order to identify the successful bidder (“**Successful Bidder**”). The Successful Bidder is required to enter into an Agreement (hereinafter refer as “**Service Agreement**”) with NRDA, the draft of the agreement is set out in **Appendix-I**. The Service Fees shall be paid to the Successful Bidder by NRDA in the manner as set out in the Draft Service Agreement.
- 2.8 The deadline of submission of the Bid is before 4.00 pm on 05/11/2011 at the address given below:
- The Chief Executive Officer
Naya Raipur Development Authority
Near Mahanadi Dwar of Mantralaya
Raipur – 492 001
Chhattisgarh, India
Phone : +91-771- 406 6011
Fax : +91-771- 406 6188**
- 2.9 Each Bidder shall submit a maximum of one (1) Proposal for the Assignment, in response to this RFP document. Any Bidder who submits more than one Proposal for the Assignment shall be disqualified. The Bidder shall also be responsible and shall pay for all of the costs associated with the preparation of its Proposal and its participation in the bidding process.
- 2.10 At any time prior to the Proposal Due Date, NRDA may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFP document by the issuance of Addenda.
- 2.11 The Proposal shall remain valid for a period not less than 120 days from the Proposal Due Date (Proposal Validity Period). NRDA reserves the right to reject any Proposal, which does not meet this requirement.
- 2.12 The Bids shall be filled in English and all entries must be typed and written in blue/black ink. Initials of the Authorised representative of the Bidder must attest all erasures and alterations made while filing the Bids. Over writing of figures in the Price Bid is not permitted. Failure to comply with any of these conditions may render the Bid invalid.
- 2.13 NRDA reserves the rights to cancel, terminate, change or modify this procurement /Bid Process and /or requirements of bidding stated in the RFP, without assigning any

reason or providing any notice and without accepting any liability for the same. NRDA shall not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and delivery of Bids, including costs and expenses related to any visits.

2.14 **Earnest Money Deposit (EMD)**

- (i) Proposal would need to be accompanied by an Earnest Money Deposit for an amount of Rs.20,000/- (Rs. Twenty Thousand only) in the form of a Demand Draft in favour of Chief Executive Officer, Naya Raipur Development Authority, on any scheduled bank payable at Raipur.
- (ii) EMD shall be returned to the unsuccessful Bidders within a period of three (3) weeks from the date of signing of Service Agreement between NRDA and the Successful Bidder. EMD submitted by the Successful Bidder shall be adjusted against the Retention Money.
- (iii) EMD shall be forfeited in the following cases:
 - a. if any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and
 - b. if the successful Bidder fails to execute the Service Agreement within the stipulated time or any extension thereof provided by NRDA.

2.15 **Clarifications**

A prospective Bidder requiring any clarification on the RFP document may notify NRDA in writing to the address as specified in the RFP. The Bidders should send in their queries latest by the **Last Date for Receiving Queries** mentioned in the Schedule of Bidding Process (Section-1). NRDA shall upload the response on its website.

2.16 **Format and Signing of Proposal**

- (i) The Bidder should provide all the information as instructed in the RFP document. NRDA shall evaluate only those Proposals that are received in the required format and are complete in all respects. Each Proposal shall comprise the following:

A. Part I Submission

- a. Covering letter in the format set out in Appendix-A
- b. Details of the Bidder in the format set out in Appendix-B
- c. Power of Attorney as per Appendix-C, authorising the signatory of the Proposal to commit the Bidder

- d. Technical Proposal comprising
 - i. Project Data Sheets in the format set out in Appendix-D, the Project Data Sheet shall need to be accompanied with copies of work orders /advisory services agreement /service certificates from clients, as applicable, as proof of experience. Projects without proof of experience shall not be considered for evaluation.
 - ii. Approach to the study and methodology in Appendix-E
 - iii. Qualifications and competence of the Team Leader to be deployed for this Assignment in Appendix-F. The Bidder shall mention clearly the Team Leader to be committed to the Assignment. The Bidder shall provide CV of only the proposed team member and CV of only Team Leader would be evaluated.
- e. Earnest Money Deposit
- f. Processing Fee

B. Part II Submission

Financial proposal in the format as set out in Appendix-G. The Financial Proposal of the Bidder shall be the lump sum fee which the Bidder proposes to charge for undertaking the Assignment (hereinafter referred to as the “**Service Fee**”). The Financial Proposal is inclusive of all out pocket expenses incurred by the bidder towards travel, documentation and communication. The Financial Proposal shall not include Service Tax, which shall be reimbursed extra by NRDA as per actual. The terms of payment are set out in the Draft Service Agreement.

- (ii) The Bidder shall seal the Part-I Submission and the Part-II Submission separately in two envelopes, duly marking the envelopes as “PART-I SUBMISSION” and “PART-II SUBMISSION”. The Bidder shall submit a copy of the “PART-I SUBMISSION” in soft version in a separate envelop marking the envelop as “SOFT COPY”. These envelopes shall then be sealed in a single outer envelope.
- (iii) The Proposal, both the original and the duplicate shall be typed or written in indelible ink and each page shall be initialled by an authorised signatory of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialled by the person(s) signing the Proposal.

2.17 Sealing and Marking of Proposal

- (i) The Bidder shall seal the Proposal in separate envelopes, duly marking the envelopes. The envelopes shall then be sealed in a single outer envelope.
- (ii) Each of the envelopes, both outer and inner, must be superscribed with the following information:
 - a. Name and Address of Bidder
 - b. Contact person and phone numbers
 - c. **"Selection of Independent Engineer for Development of Star Hotel and Convention Centre in Naya Raipur"**
- (iii) All envelopes shall be addressed to:
Chief Executive Officer
Naya Raipur Development Authority
Gate No.2, DKS Bhawan, Mantralaya
Raipur - 492001
Phone : (0771) – 4066011
Fax : (0771) - 4066188
- (iv) If the envelope is not sealed and marked as instructed above, NRDA assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of NRDA, be rejected.
- (v) The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder's own risk.
- (vi) It shall be deemed that prior to the submission of the Proposal, the Bidder has:
 - a. made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
 - b. received all such relevant information as it has requested from NRDA; and made a complete and careful examination of the various aspects of the Project.
- (vii) NRDA shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

2.18 Proposal Due Date

- (i) Proposals should be submitted before 1600 hours IST on Proposal Due Date, at the address, in the manner and form as detailed in this RFP document. Proposals submitted by either facsimile transmission or telex will not be accepted.
- (ii) NRDA may, in exceptional circumstances, and at its sole discretion, extend the Proposal Due Date by issuing an Addendum.

2.19 Opening of Proposals and Clarifications

- (i) The officer nominated by CEO, NRDA shall open the Part I Submission of the Proposals on the Proposal Due Date for the purpose of evaluation. The Part II Submission of the short listed Bidders shall be opened after intimation of the date, time and venue of such opening.
- (ii) NRDA reserves the right to reject any Proposal not submitted on time and which does not contain the information/documents as set out in this RFP document.
- (iii) To facilitate evaluation of Proposals, NRDA may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

2.20 Bid Opening & Evaluation

(i) Opening of Bids

- a. The Outer Envelope and Envelope 1 comprising Capability Statement and Technical Bid, of the Bids received before the Due Date, subject to submission of the Bid Security etc. as stipulated in the RFP in the Outer Envelope, will be opened in the presence of the Bidders' designated representatives who choose to attend, at the time, date, and location given below:

Venue : NRDA Office
Date : 05th December 2011
Time : 17:00 Hrs

- b. The Technical Bids of only those Bidder's will be evaluated, who qualify/meets the eligibility criteria, stipulated in this RFP Document.
- c. The Price Bids of Technically qualified Bidders only, would be opened. The Price Bids shall be opened in the presence of the representatives of the technically qualified Bidders, who choose to attend. Technically qualified

bidders will be informed regarding, venue, date and time of the Price Bid opening.

(ii) **Process to be Confidential**

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to the Bidders or any other persons not officially concerned with such process until the process is completed and issue of the Letter of Intent (LoI) to the Preferred Bidder has been announced.

(iii) **Clarification of Bids**

- a. To assist in the examination, evaluation, and comparison of Bids, NRDA may, at its discretion, ask any Bidder for information/ clarification.
- b. In addition, NRDA may utilize services of any other consultants/advisors/ experts to assist in the examination, evaluation and comparison of Bids.
- c. However, clarifications if any required from Bidder, shall be in written form and will be communicated to Bidder by NRDA.

- (iv) The responsive Proposals shall be evaluated as per the criteria set out in Section-3 ("Evaluation").

3. EVALUATION

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

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

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

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

- i. which affects in any substantial way, the scope, quality, or performance of the Assignment, or
- ii. which limits in any substantial way, inconsistent with the RFP, NRDA's rights or the Bidder's obligations under the Agreement, or
- iii. which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals.

3.3 Eligibility Criteria

- (i) A single Business Entity (Consortium not allowed), having experience of similar works fulfilling the following requirements shall be eligible to apply. For the purpose of this RFP document, a Business Entity shall mean a sole

proprietorship firm¹ / registered partnership firm² / a company³ registered in India under the Companies Act 1956. No consortia shall be allowed.

- (a) The bidding firm should have provided services as Independent Engineering providing similar services as set out in the scope or project management consulting services from commencement to completion of at least two projects of each projects, not less than Rs.25 Crore (Rupees Twenty Five Crore only) value or at least three projects of aggregating minimum Rs.60 Crore (Rupees Twenty Five Crore only) value in the previous five financial years, i.e., 2010-11, 2009-10, 2008-09, 2007-08 and 2006-07 in the sectors comprising of building construction as main activity for buildings related to Hotels, Commercial Complexes, township etc but excluding industrial buildings.

AND

- (b) The bidding firm should have average annual turnover of minimum Rs. 5 Crore (Rupees Five Crore only) in the previous three financial years, i.e., 2010-11, 2009-10, and 2008-09 from Consultancy Services.

- (ii) It may be noted that experience as **Independent Engineer** or Project Management Consultancy **primarily means** experience in independent review and approve designs and drawings, review, day to day supervision and monitoring of progress and quality of construction, erection and installation work, coordination with other consultants, appraisal of claims of the contractor reporting to the client and ensuring compliance by the Contractor with the Design Specifications during Implementation period.

- (iii) Any entity, which has earlier been barred by the NRDA, Government of Chhattisgarh (GoC), or any other state government in India (SG) or Government of India (Gol), or any of the agencies of GoC/SG/Gol from participating in its projects and the bar subsists as on the Proposal Due Date, would not be eligible to submit a Proposal.

3.4 Proposal Evaluation: Part-I Submission

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

¹ A Sole Proprietorship firm should furnish either the Sales/VAT/Service tax or IT returns for the last two financial years as proof of identity.

² A registered partnership firm should furnish registration certificate under the registrar of firms and the partnership deed executed between the partners as proof of identity.

³ A company should furnish certificate of incorporation and memorandum of association as proof of identity.

- (ii) In case the Proposal is found to be responsive, the Technical Proposal would be evaluated (Stage-II of Evaluation).
- (iii) The Technical Proposal would be evaluated on the various aspects set out in Section-2 ("Instructions to Bidders"). As part of the evaluation of the Technical Proposal, NRDA may also request the Bidder to submit clarifications. The Bidder is required to make presentation to NRDA on its Technical Proposal.
- (iv) The Part-II Submission shall be opened for evaluation of those bidders who achieve a minimum score of 75 marks out of a total 100. The evaluation of the Part-II Submission would be taken up only after the contents of the Technical Proposal are found to meet the requirements of this RFP. NRDA reserves the right to reject the Proposal of a Bidder without opening the Part-II Submission if, in its opinion, the contents of Part I Submission are not substantially responsive with the requirements of this RFP.
- (v) Part-II Submission shall be opened in the presence of all the Bidders who have met the requirements of Stage-I and Stage-II evaluation.

3.5 Scoring Methodology: Technical Proposal

The total maximum point for evaluation of Technical Proposal is 100 marks.

This score shall be based on an assessment of the Technical Proposal and presentation by the Team Leader proposed by the Bidder, which shall be assessed through rating of various parameters set out in the table below:

S. No	Evaluation Criteria	Score
1	Specific experience of the Bidder related to the Assignment	50
a	Experience in similar nature of services for the sectors comprising of building construction as main activity for buildings related to Hotels, Commercial Complexes, township etc but excluding industrial buildings.	20
b	Project Management Consultancy in the sectors comprising of building construction as main activity for buildings related to Hotels, Commercial Complexes, township etc but excluding industrial buildings.	15
c	Experience in Preparation of Tender documents for selection of EPC contractor	15
2	Adequacy of the proposed work plan and methodology	30

a	Any other similar assignments carried out by the Bidder in the past 5 years	5
B	Methodology Statement and Approach	5
C	Scheduling / Work plan and resource commitment	5
D	Presentation on Technical proposal	15
3	Qualifications and competence of the key professional staff for the Assignment	20
A	Team Leader	20
	Total	100

The Bidder is required to achieve a minimum score of 75 marks (Benchmark Score).

The Financial Proposals of only Proposals that have achieved the Benchmark Score will be opened for evaluation (Stage III evaluation).

The Financial Proposals of the Bidders who qualify in Stage-II Evaluation shall be opened.

The Bidder whose financial proposal is lowest shall be declared as the Preferred Bidder. NRDA may accept the Proposal of the Preferred Bidder with or without negotiation.

The Team Leader /Successful Bidder is required to submit CVs to the Grantor and the Authorisee to appoint other team members (such as Senior Engineer, Civil Engineer, Design Engineer etc) within 45 days after issuing of LoA.

NRDA reserves the right to reject any Proposal, if:

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

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

The Successful Bidder(s) shall execute the Service Agreement within one week of the issue of LoA or within such further time as NRDA may agree to in its sole discretion.

The Team Leader /Successful Bidder is required to submit CVs to the Grantor and the Authorisee to appoint other team members (such as Senior Engineer, Civil Engineer, Design Engineer etc) within 45 days after issuing of LoA.

Failure of the Successful Bidder to comply with the requirements of this RFP shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD.

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

a. either invite the next best Bidder for negotiations

OR

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

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

3.8 Correction of Errors

(i) Bid determined to be substantially responsive will be checked by Bid Evaluation Committee for any arithmetic errors. Wherever there is discrepancy between the amounts in figures and in words, the amount in words will govern; and

(ii) The corrections made by Bid Evaluation Committee, as explained above, shall be considered as binding upon the Bidder.

(iii) If the Bidder does not accept the corrections in the Bid, Bid Evaluation Committee may reject the Bid and Bid Security may be forfeited.

3.9 Special Conditions Relating to Selection of Preferred Bidder

In the event that two or more Bidders quote the same 'Service Fee', NRDA may:

(a) call all such bidders for re-submission of the Price Bids and select the Preferred Bidder accordingly, or

(b) take any such measure as may be deemed fit in the sole discretion of NRDA,

3.10 Confidentiality

The confidentiality of the Capability Statement and Technical Bid of each Bidder will be respected by NRDA and will not be divulged unless required by operation of law. The contents of the Capability Statement and Technical Bids and any other non-propriety information, of the Preferred Bidder may be made public at the sole discretion of NRDA.

Appendix-A

Covering Letter
(On the Letterhead of the Bidder)

Date:

To:

Chief Executive Officer
Naya Raipur Development Authority
Gate No.2, DKS Bhawan, Mantralaya
Raipur – 492001

Ref: Selection of Independent Engineer for Development of Star Hotel and Convention Centre at Naya Raipur.

Dear Sir:

Being duly authorised to represent and act on behalf of (hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of _____ (*Name of Bidder*) for the captioned Project in **one (1) original** and **one (1) duplicate**, with the details as per the requirements of the RFP, for your evaluation. We confirm that our Proposal is valid for a period of 120 days from _____ (*insert Proposal Due Date*).

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the RFP document provided to us.

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

Yours faithfully,

For and on behalf of (*Name of Bidder*)

Duly signed by the Authorised Signatory of the Bidder
(Name, Title and Address of the Authorised Signatory)

Appendix-B

Details of Bidder
(On the Letter Head of the Bidder)

1. (a) Name of Bidder
- (b) Address of the office(s)
- (c) Date of incorporation and/or commencement of business

2. Details of individual(s) who will serve as the point of contact / communication for NRDA with the Bidder:
 - (a) Name :
 - (b) Designation :
 - (c) Company/Firm :
 - (d) Address :
 - (e) Telephone number :
 - (f) E-mail address :
 - (g) Fax number :
 - (h) Mobile number :

Appendix-C

POWER OF ATTORNEY
(On Stamp paper of relevant value)

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

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

Dated this the _____ Day of _____ 2011
For _____

(Name and designation of the person(s)
signing on behalf of the Bidder)

Accepted

_____ Signature)

(Name, Title and Address of the Attorney)

Date :

Note:

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

Appendix-D

Format for Project Data Sheet

Projects in which services have been completed by the Bidder (Five Best Projects only in not more than 2 pages for each project to be given in tabular format only)

No		
1	Project Name and Location	
2	Name and address of Client	
3	Brief Description of Project and Project Cost	
4	Brief Description of Actual Services provided :	
5	Professional Staff Provided, by the firm a. No of Staff: b. No. of Person Months :	
6	Name of Associated Firm(s) if any :	
7	Professional Staff provided by each of Associated Firm(s) a. Name of Associated Firm(s) b. No of Staff: c. No. of Person Months :	
8	Date of - a. commencement of consultancy services b. completion of consultancy services	
9	Approx Value of Services:	
10	Is it a similar project ?	Yes/No

Appendix-E

Methodology Statement and Approach

(Not more than 2 pages)

Appendix-F

**Qualifications and competence of the key professional staff to be deployed
for this Assignment**

(In tabular form only)

Sr. no.	Designation	Name	Qualification	Experience	Employment duration with the Bidder

(Please attach the curriculum vitae of persons who would be working on the Assignment)

Note:

- (i) 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 CVs.
- (ii) All nominated experts must be Indian nationals.
- (iii) Only one CV may be submitted for each position.
- (iv) Higher rating will be given to nominated experts who are regular full-time employees. The Client defines a regular full-time employee to be a person who has been employed continuously by the Bidder or one of its Associates, for more than twelve (12) months prior to the date of submission of the Proposal.
- (v) The Client requires that each expert confirm that the content of his/her curriculum vitae (CV) is correct and the experts themselves should sign the certification of the CV. However, in particular cases, the Client may accept a senior officer of the Bidder signing the CVs on behalf of the experts. If, for valid reasons, the experts are unable to do so, and the Bidder's Proposal is ranked first, copy of the CVs signed by the experts concerned must be submitted to the Client prior to the signing of agreement. Note that the need to provide address and fax/e-mail details of experts in the CVs of the experts is not considered mandatory. In cases where consulting firms/organizations are prevented from providing such information by prevailing laws in their country, or if Bidders have valid reasons not to comply with the completion of this item, there will be no negative impact on the evaluation of the expert.

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

- (a) is not an Indian national (determined from the passport the expert holds or other equivalent legal document in the case of domestic Bidders who do not have passport);
or

- (b) failed to state nationality on the CV; or
- (c) the CV is not signed in accordance with requirements mentioned in the RFP.
- (d) is a current employee of the executing agency.

Appendix-G

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

Having gone through this RFP document and Draft Agreement of ***Selection of Independent Engineer for Development of Star Hotel and Convention Centre at Naya Raipur*** and having fully understood the scope of work for the Project as set out in this RFP document, we are pleased to quote the following fees for the Assignment:

1	In Figures	
2	In words	

Note:

- 1. The Financial Proposal is inclusive of all out pocket expenses incurred by the bidder towards travel, documentation and communication.*
- 2. The Financial Proposal shall not include Service Tax, which shall be reimbursed extra by NRDA at then prevailing rate.*
- 3. In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.*

Signature of Authorised Signatory of the Bidder
(Name, Title and Address of the Authorised Signatory)

Appendix-H

SCOPE OF WORK

1. The broad Scope of Work of the Independent Engineer is to oversee the implementation of project in strict adherence with the provisions of the Authorisation Agreement signed between Grantor & Authorisee for the Development of Star Hotel & Convention Centre (hereinafter collectively referred to as "Project Documents"), while coordinating, assisting the Grantor and the Authorisee within the framework of the Service Agreement.

2. The detailed scope of work shall include but not limited to the following:
 - (i) **During Planning Phase:**
 - a. Review the DPR (including all reports such as Environmental Plan etc), submitted by the Authorisee for conformity with the Authorisation Agreement terms and conditions and report to Grantor and Authorisee any corrections, revisions so that the DPR is fully compliant with the Project Documents.

 - b. Recommend approval /corrections /suggestions for DPR submitted by the Authorisee.

 - c. Review of the Designs and Drawings submitted by the Authorisee from time to time to ensure that they are in accordance with the approved DPR and also as per the development and building permission.

 - d. The Independent Engineer shall advise this approval of the Designs and Drawings to the Grantor within period stipulated in the Service Agreement.

 - e. Independently review, monitor and where required by the Agreement, to approve activities associated with the design, construction, operation and maintenance of the Project facilities to ensure compliance by the Authorisee with the Project Documents and the Approved DPR.

 - f. In case the Authorisee proposes any deviation to the Drawings or submits any Drawings required but not included in the DPR, the Independent Engineer shall review & recommend the same to ensure conformity with the Project/Design Requirements for approval of the Grantor.

- (ii) **During Construction Phase:**

- a. The Independent Engineer shall monitor, in accordance with Good Industry Practice, the progress in implementation and ensure compliance with the construction requirements. For this purpose the Independent Engineer shall undertake, inter-alia, the following activities and where appropriate make suitable suggestions.
- b. Monitor the progress in implementation of the project based on the Implementation and Investment Plan submitted by the Authorisee and submit monthly progress reports to the Grantor and Authorisee in a format and covering the information as suggested and agreed by the Grantor and Authorisee.
- c. Submit monthly safety audit reports to the Grantor and Authorisee describing non-adherence to the safety instructions, unsafe practices followed by the Authorisee or by its contractors, reporting any accident and its analysis with recommended preventive and corrective actions,
- d. Review and oversee the quality assurance and quality control procedures and also suggest any steps to be taken by the Authorisee and its contractors as per good industry practices.
- e. Oversee adherence of safe working procedures at construction site and conduct safety audit at site and suggest any steps to be taken by the Authorisee as per good industry practices.
- f. Oversee adherence to the Environment Management Plan.
- g. Review the manpower and equipment deployed by the Authorisee.
- h. Conduct the periodic verification of the progress in the construction and report delay if any and suggest measures for timely completion of the project facilities.
- i. Recommend for issuance of Provisional Completion Certificate/ Completion Certificates as per the terms and conditions of the Service Agreement.
- j. The Independent Engineer shall participate in the project review meetings held from time to time by the Parties, as also to participate in emergency or extraordinary meetings of the Parties held to deal with any emergency, Force Majeure event or other exigencies.

k. The Independent Engineer shall, in the ordinary course, maintain record of the activities undertaken by it in discharge of its functions and responsibilities and submit periodic reports to the Grantor and Authorisee.

l. The Independent Engineer shall share all the information, data and records collected by it and/or available with it in relation to the discharge of its functions and responsibilities, with an authorised person designated by the Grantor and Authorisee in this regard.

m. The Independent Engineer shall convey to the Grantor and the Authorisee the justifications in writing for its decisions in the course of discharging its functions and responsibilities.

n. Review and monitor the Equipment Procurement Plan, the Equipment Replacement Plan, Waste Management and Safety Plan.

o. Any other activity as deemed necessary by the Grantor and Authorisee for Project implementation

(iii) Responsibility of co-ordination during the entire period of engagement:

a. Remind the Grantor and Authorisee in writing about its contractual obligations well in advance and provide assistance in taking steps necessary in implementation of the Project as per terms of Project Documents.

b. Provide assistance and documentation support to the Grantor in fulfilling their contractual obligations and rights.

c. Facilitate meetings and discussions between Grantor and the Authorisee to discuss and solve the issues, impediments, if any, and to reach a consensus.

d. Co-ordinate between the Grantor and the Authorisee and other stake holders to ensure faster transmission of information, communication of issues, quicker decision making and consensus and communication of decision, such that no delay occurred on account of delay in the above processes.

e. The Independent Engineer's scope of work shall also include any other responsibilities entrusted to it by the Grantor and Authorisee which may be necessary for successful implementation of the Project as per the terms and provisions of the Project Documents.

3. **AUTHORITY OF INDEPENDENT ENGINEER**

The Independent Engineer shall have no authority to relieve the Grantor or the Authorisee of any of its obligations or responsibilities under this Agreement. Any proposal, inspection, examination, testing, consent, approval or similar act of or by the Independent Engineer (including absence of disapproval) shall not relieve the Authorisee from its obligations and responsibilities.

4. **REPORTS**

- (i) The Independent Engineer will prepare and submit the following reports in a set of two (2) hard copies and one soft copy in separate CD/DVD to the Grantor and the Authorisee on the format prepared by the Independent Engineer and as approved by the Grantor (except for commencement report):

S.No.	Report	Frequency	Due Date/Time
1.	Inception Report	One time	15 days after commencement of services.
2.	Progress Report (as per the format approved by NRDA covering various issues as progress, mobilisation, safety, quality, suggestions, recommendations etc) (Monthly)	Every month	Before 5 th day of the following month
3.	Progress Report (Quarterly)	Every 3 month	Before 10 th day of the following 3 rd month
4.	Special Reports, if required by NRDA	As and when required	On immediate basis
5.	Special Reports on any important feature, aspect like claim, variation etc.	Whenever needed	On immediate basis
6.	Final Report	One time	Within 30 days of completion of services/contract.

- (ii) The Commencement Report shall contain the details of all meetings held with the Grantor and the Authorisee and decisions taken therein, the resources mobilised by the

Authorisee. The Report shall also include the Work Programme and Resource Mobilisation for the Project.

- (iii) The Monthly and Quarterly Progress Report shall contain details of all meetings, decisions taken therein, mobilisation of resources (Authorisee), detailed compliance report of each activity, progress with photo and video graphy of all important installations and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any reasons for such delay(s) and the recommendations for corrective measures.

5. FINAL REPORT

The Independent Engineer will prepare a comprehensive draft completion report after completion of the work and submit one copy of it to the Grantor and one copy to the Authoisee for their final comments. 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 Grantor and Authorisee. The Independent Engineer shall also incorporate the suggestions/comments received from the Grantor and the Authorisee within 15 days from the date of submission of Draft Completion Report. The Independent Engineer will prepare the Final Report and submit within 15 days in a set of two (2) hard copies and one soft copy in separate CD/DVD to the Grantor and the Authorisee.

6. MINIMUM REQUIREMENTS FOR TEAM LEADER

S. N.	Description	Essential qualification		Responsibility
	Designation	Minimum Educational Qualification	Minimum Relevant Construction Experience	
1	Team Leader	Graduate in Civil Engineering	15 yrs	<ul style="list-style-type: none"> • In-charge of the functions and responsibilities in implementation of the Project during development period, construction period for liaison with the Contractor and the NRDA during the Construction Period; • Assist in planning, control and management of the team work; • Review and assist in developing implementation schedules and resource requirements; • Assist in monitoring progress, evaluating results and identification of resolution of constraints; • Coordinate all implementation activities with various stakeholders; • Review and finalise the monthly/quarterly reports

S. N.	Description	Essential qualification		Responsibility
	Designation	Minimum Educational Qualification	Minimum Relevant Construction Experience	
				prepared by the team members; • Assist in identifying the physical, institutional and financial data to be analysed to monitor sustainability and impact on Project. • Representation of NRDA in various offices & field from NRDA side.

- (i) The Independent Engineer shall establish office in Raipur/ Naya Raipur.
- (ii) The Successful Bidder shall appoint design engineer(s) for approval of drawings & design and back office support for their routine works by their own.
- (iii) The Team Leader is required to support the team with suitable inputs from other disciplines so as to successfully discharge his duties.
- (iv) The Team Leader shall be responsible for submission of all reports as per the time schedule mentioned above.
- (v) The Team Leader /Successful Bidder is required to submit CVs to the Grantor and the Authorisee to appoint other team members (such as Senior Engineer, Civil Engineer, Design Engineer etc) within 45 days after issuing of LoA.

7. QUALIFIED PERSONNEL

The Independent Engineer shall designate and notify to the Parties up to 2 (two) persons employed in its firm/company to sign for and on its behalf, and any communication or document required to be signed by the Independent Engineer shall be valid and effective only if signed by any of such designated persons; provided that the Independent Engineer may by notice in writing to the Parties substitute any such designated persons by any of its employees.

Appendix-I

Draft Service Agreement

THIS AGREEMENT ("Service Agreement") is made on the ____th day of ____, 2011 at Raipur.

BETWEEN:

NAYA RAIPUR DEVELOPMENT AUTHORITY, a statutory authority constituted by Government of Chhattisgarh under Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973, having its office at Gate No.2, DKS Bhawan, Mantralaya, Raipur-492001 (hereinafter referred to as "**Grantor**", which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part

AND

_____ Limited, a company incorporated under the provisions of the Companies Act, 1956⁴ and having its registered office at _____ (hereinafter referred to as the "**Independent Engineer**", which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the Other Part

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

WHEREAS:

- A. Recognizing the importance, NRDA decided to develop a Star Hotel (Min Four Star Category) and Convention Centre (SHCC), hereinafter called as the "**Project**", in Naya Raipur, on Public Private Partnership (PPP) basis., Naya Raipur Development Authority (NRDA), through transparent bidding process and selected the Consortium comprising of M/s VISA Steel Limited, VISA infrastructure Limited and VISA as preferred bidder, The preferred bidder has incorporated a Special Purpose Company by name "VISA urban infra Limited" having its registered office at "Brooke House", 2nd Floor, 9, Shakespeare Sarani, Kolkata-700071 in line with the terms and conditions of the Agreement executed between NRDA (the "**Grantor**") and M/s VISA Urban Infra Limited (the "**Authorisee**").
- B. The Authorisation Agreement signed between Grantor and Authorisee provided that The Grantor and Authorisee shall appoint a consulting engineering firm/company of engineers having the requisite experience in similar projects through a competitive bidding process to be the Independent Engineer.

⁴ Necessary changes would be made in case the Bidder is a Partnership Firm or sole proprietorship firm

- C. In view of this, Grantor through this Request for Proposal (“RFP”) invites sealed Proposal (hereinafter called “Bids”) from interested consulting firms to offer their services as “Independent Engineer” for the Project.
- D. In response thereto proposals were received from several persons including the Independent Engineer. After evaluating them, the Proposal submitted by the Independent Engineer has been accepted and Letter of Acceptance No. ____ dated ____ was issued.
- E. The Independent Engineer covenants to undertake the Assignment as set forth in the Terms of Reference in Schedule-I (hereinafter referred to as “**the Services**”) and to perform, fulfill, comply with and observe all and singular provisions, conditions and requirements of this Agreement.
- F. In consideration thereof, NRDA will pay to the Independent Engineer Fee (hereinafter referred to as the “**Service Fee**”) and will perform, fulfil, comply with and observe all singular provisions, conditions and requirements to the Agreement.

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

1. RELATIONSHIP BETWEEN THE PARTIES

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

2. TIME SCHEDULE AND PAYMENT OF FEES

- (i) The key deliverables would be as per the following table, the Independent Engineer will prepare and submit the following reports in a set of two (2) hard copies and one soft copy in separate CD/DVD to the Grantor and the Authorisee on the format prepared by the Independent Engineer and as approved by the Grantor (except for commencement report):

S.No.	Report	Frequency	Due Date/Time
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1.	Inception Report	One time	15 days after commencement of services.
2.	Progress Report (as per the format approved by NRDA covering various issues as progress, mobilisation, safety, quality, suggestions, recommendations etc) (Monthly)	Every month	Before 5 th day of the following month
3.	Progress Report (Quarterly)	Every 3 month	Before 10 th day of the following 3 rd month
4.	Special Reports, if required by NRDA	As and when required	On immediate basis
5.	Special Reports on any important feature, aspect likes claim, variation etc.	Whenever needed	On immediate basis
6.	Final Report	One time	Within 30 days of completion of services/contract.

- (ii) The Commencement Report shall contain the details of all meetings held with the Grantor and the Authorisee and decisions taken therein, the resources mobilised by the Authorisee. The Report shall also include the Work Programme and Resource Mobilisation for the Project.
- (iii) The Monthly and Quarterly Progress Report shall contain details of all meetings, decisions taken therein, mobilisation of resources (Authorisee), detailed compliance report of each activity, progress with photo and video graphy of all important installations and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any reasons for such delay(s) and the recommendations for corrective measures.
- (iv) The Independent Engineer will prepare a comprehensive draft completion report after completion of the work and submit one copy of it to the Grantor and one copy to the Authorisee for their final comments. 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 Grantor and Authorisee. The Independent Engineer shall also incorporate the suggestions/comments received from the Grantor and the Authorisee

within 15 days from the date of submission of Draft Completion Report. The Independent Engineer will prepare the Final Report and submit within 15 days in a set of two (2) hard copies and one soft copy in separate CD/DVD to the Grantor and the Authorisee.

- (v) The Service Fee payable by Grantor to the Independent Engineer for the Services shall be a consolidated sum of Rs. _____ (Rupees _____) and would comprise of :
- a. 60% of the total value of Contract shall be paid monthly distributed over 36 months (duration of Contract)
 - b. Remaining 40% of the total value of Contract shall be paid in accordance with the schedule set out below, based on the following milestones, submission of report giving details of completion of the particular milestone, -

Project Milestone	Payment Milestones			Total
	Hotel	Convention Centre	Commercial or retail Facilities	
Approval of DPR	3.5%	3.5%	3%	10%
Approval from Statutory bodies for all clearance for starting of construction	2%	2%	1%	5%
Setting of units on ground (completion of marking of units complete on ground)	5 %	5%		10%
Completion of plinth level as per the approved DPR	2.50%	2.50%		5%
Completion of First Floor slab Level as per the approved DPR	5%	5%		10%
Completion of top most floor level as per the approved DPR	7.50%	7.50%		15%
Completion of finishing works including plastering and painting as per the approved DPR	5.00%	5.00%		10%
Completion of all allied infrastructure such as internal water supply, sewage system, plumbing system, fire fighting system, internal roads, interiors etc, complete required for functioning of the facilities as per the approved DPR	5%	5%		10%
Submission of as built drawings	5%	5%		10%

Start of Commercial Operations	7%	7%	1%	15%
	95% (for Hotel and Convention Centre) + 5% (For retail facilities on date of commercial operations)			100%

- c. Deduction of taxes shall be made from the Service Fee at every stage of payment as applicable;
 - d. Service Tax and education cess on service tax will be reimbursed extra by the Grantor as per actual.
- (vi) The Service Fee is inclusive of all out pocket expenses incurred by the Independent Engineer towards travel, documentation and communication. The Service Fee shall not include Service Tax.
 - (vii) Grantor shall deduct 5% (five percent) from the each payment of Service Fee and retain the same ("Retention Money"). The Retention Money shall be released to the Independent Engineer upon satisfactory completion of the Services after deduction (if any), as per the conditions of this agreement.
 - (viii) Grantor shall finalise all reports/documents submitted by the Independent Engineer under this Agreement by itself or through an external agency appointed by Grantor, within 10 days from the date of receipt of same from the Independent Engineer.
 - (ix) Upon approval of deliverable by Grantor, the Independent Engineer shall raise an invoice against Grantor. Within 15 days from the date of receipt of such invoice, Grantor shall make payment to the Independent Engineer.

3. PENALTY FOR DEFAULT

- (i) Penalty at the rate of 1% cost of the balance / delayed work, per week of delay shall be levied on the Service Fee subject to a maximum of 10% of the total cost of consultancy work.
- (ii) In the event of total default / failure by the Independent Engineer in providing the Services, Grantor reserves the right to get the Services executed by any other Independent Engineer at the cost and risk of the Independent Engineer.

4. PERIOD OF AGREEMENT

The scope of services is set out in **Schedule-1**. The Consultancy period shall be 3 (Three) years from the date of signing and may be extended for further term upto 2 (Two) years on

prorate basis with increase of 10 (Ten) percent over and above the previous fee for the terms of agreement.

5. **EXPIRY OF THE AGREEMENT**

In the event the Authorisee has reason to believe that the Independent Engineer is not discharging his/her duties and functions in a fair, efficient or diligent manner, it may make a written representation to the Grantor, supported with necessary documents and specific instances of causes and grievances and seek termination of the appointment of such Independent Engineer. Within 7 (seven) working days of the date of such representation, the Grantor shall hold a tripartite meeting with the Authorisee and such Independent Engineer for resolving the matter amicably and giving a fair hearing to the Authorisee and the Independent Engineer. In the event the matter is not amicably resolved within 7 (seven) days of such meeting, the appointment of the Independent Engineer shall be forthwith terminated; provided that prior to such termination another Independent Engineer shall be appointed and brought on board to replace the existing one. The communication of termination of this Agreement shall be by means of written notice (“**Termination Notice**”)

6. **RESPONSIBILITIES AND OBLIGATIONS OF THE INDEPENDENT ENGINEER**

The Independent Engineer shall:

- a. provide the Services in accordance with Schedule-I (Scope of Work);
- b. exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature;
- c. be bound to comply with any written direction of Grantor to vary the scope sequence or timing of the Services; and
- d. use all reasonable efforts to inform itself of Grantor’s requirements for the Deliverables for which purpose the Independent Engineer shall consult Grantor throughout the performance of the Services.

7. **CONFIDENTIALITY AND PUBLICITY**

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

8. INDEPENDENT ENGINEER'S REPRESENTATIVES

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

9. OTHER CONDITIONS

- (i) In the event Grantor desires the Independent Engineer to perform such additional services which are not within the Terms of Reference, the Independent Engineer shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.
- (ii) Grantor shall provide to the Independent Engineer documents/ information/ reports as may be required by the Independent Engineer to enable it to provide the Services. Grantor undertakes and agrees to furnish to the Independent Engineer from time to time such other documents/ reports/ information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/ available with the Grantor.
- (iii) All intellectual property conceived, originated, devised, developed or created by the Independent Engineer, its agents, specifically for the purpose of rendering the Services, shall vest with Grantor unless otherwise agreed, between Grantor and the Independent Engineer. Grantor as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project
- (iv) Unless otherwise agreed, Grantor shall have the copyright on all the reports, documents, maps etc., authored, prepared or generated during the course of the Services to be provided by the Independent Engineer.

10. COMPLIANCE WITH LAWS

The Independent Engineer shall take due care that all its documents comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgements, decrees, injunctions, writs of

or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Independent Engineer.

11. GOVERNING LAW AND JURISDICTION

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

12. DISPUTE RESOLUTION

(i) Amicable Resolution

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions between the Parties.

(ii) Arbitration

a. Procedure

Subject to the provisions of Clause 12.1 above, any Dispute which is not resolved amicably within 30 days, the same shall be referred to the sole arbitration of Secretary, Housing and Environment Department, Government of Chhattisgarh, whose decision shall be final and binding on both the Parties. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 ("Arbitration Act").

b. Place of Arbitration

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

c. English Language

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

d. Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with

the provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

e. Performance during Dispute Resolution

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

13. SEVERABILITY

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

14. WAIVER

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

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

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

15. MODIFICATION

Modification of the terms and conditions of the Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

16. NOTICES

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognised

international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned hereinabove.

17. TRANSFER OR ASSIGNMENT

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

18. VARIATIONS

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

EXECUTED BY NAYA RAIPUR DEVELOPMENT AUTHORITY by being signed by a duly authorised officer in the presence of:	
	Title: _____
Witness: _____	
EXECUTED BY _____ by being signed by a duly authorised officer in the presence of:	
	Title: _____
Witness: _____	

Schedule-1

**Scope of Work
(As per Appendix-H)**