



# RAIPUR DEVELOPMENT AUTHORITY

Bhakta MataKarma Complex, New Rajendra Nagar

RAIPUR (Chhattisgarh) – 492006

Phone : 0771 - 2536188, 2536788, Fax : 2534688

Website : [www.rdaraipur.com](http://www.rdaraipur.com), Email : [cerdaryp@gmail.com](mailto:cerdaryp@gmail.com)

## **Request for Proposal (RFP) for Selection of a Technical Consultant for Providing Comprehensive, Architectural and Engineering Services for Preparation of a SWAGAT VIHAR / New SWAGAT VIHAR including Design of Urban infrastructure.**

NIT NO :61

Raipur, Dated 11.11.2016

Raipur Development Authority (RDA) is an Authority constituted under Chhattisgarh Town and Country Planning Act, 1973 by the Government of Chhattisgarh. Now RDA invites proposal from qualified, experienced and competent firms for providing Comprehensive, Architectural and Engineering Services for preparation of a **SWAGAT VIHAR / New SWAGAT VIHAR** (Parts of Village Dunda, Sejbahar and Boriyakala) as per the Chhattisgarh Town and Country Planning Act, 1973 including Design of Urban Infrastructure for the Scheme.

The RFP document containing the eligibility condition, evaluation criteria and Terms of Reference etc may be downloaded from Website [www.rdaraipur.com](http://www.rdaraipur.com) or may be obtained from The office of the Chief Executive Officer, Raipur Development Authority, New Rajendra Nagar. RAIPUR (Chhattisgarh) on payment of Rs. 5000/- ( Rupees Five Thousand only) towards the Cost of RFP document on any working days from **12th November 2016 to 07 December 2016.**

A Pre-Bid meeting shall be held in the Conference Hall of the RDA office on 24th November 2016 at 12 Noon. The proposal should be submitted so as to reach the office of the CEO, RDA not later than 4.00 PM on **09<sup>th</sup> December 2016.** Amendments /modification, if any shall not be published in the newspapers but shall be uploaded in the website [www.rdaraipur.com](http://www.rdaraipur.com)

**Chief Engineer**



# **RAIPUR DEVELOPMENT AUTHORITY**

## **REQUEST FOR PROPOSAL**

For Selection of a

## **TECHNICALCONSULTANT**

**FOR PROVIDING COMPREHENSIVE PLANNING AND ENGINEERING SERVICES FOR  
SWAGAT VIHAR AND NEW SWAGAT VIHAR SCHEME (Parts of Village Dunda, Sejbahar  
and Boriyakala)**

**(RFPDATED 16.11. 2016)**

### **RAIPUR DEVELOPMENT AUTHORITY**

Bhakta Mata Karma Complex, New Rajendra NagarRAIPUR(CG.) 492001,

Phone: 0771 - 2536188, 2536788

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Website :[www.rdaraipur.com](http://www.rdaraipur.com).Email: ceordaryp@gmail.com

- Section 1 - Disclaimer -
- Section 2 - [A] Letter of Invitation -  
[B] Schedule of bidding process -
- Section 3 - Instructions to Bidders Including  
Data Sheet and Evaluation Criteria -
- Section 4 - Technical Proposal Standard Forms -
- Section 5 - Financial Proposal Standard Forms -
- Section 6 - Scope of Work and Terms of Reference -
- Section 7 - Standard Form of Contract -

## SECTION - 1

### DISCLAIMER

1. The information contained in this Request for Proposal (RFP) document provided to the Applicants(s), by or on behalf of Raipur Development Authority (RDA) or any of its employees or advisors, is provided to the Applicants (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.
2. The purpose of this RFP document is to provide the Applicants (s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Applicants may require. This RFP document may not be appropriate for all persons, and it is not possible for RDA, its employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Applicant who reads or uses this RFP document. Each Applicant should conduct his 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.  
  
RDA, 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.
3. RDA may, in its absolute discretion, but without being under any obligation to do so, modify the RFP update, amend or supplement the information in this RFP document.
4. An applicant means a Business Entity or Proprietor firm who has sufficient experience in accordance with the Conditions of Eligibility of Bidders. Consortium or a Joint Venture (JV) shall **Not** be permissible.

## SECTION 2

### LETTER OF INVITATION

#### [A] LETTER OF INVITATION – REQUEST FOR PROPOSAL (RFP)

**Selection of a Technical Consultant [TC] for PROVIDING COMPREHENSIVE PLANNING AND ENGINEERING SERVICES FOR SWAGAT VIHAR AND NEW SWAGAT VIHAR SCHEME (Parts of Village Dunda, Sejbahar and Boriyakala) in accordance with the Chhattisgarh Town and Country Planning Act, 1973, including design of urban infrastructure for the scheme.**

1. The Raipur Development Authority [RDA] invites Proposals for the appointment of a “Technical Consultant” [TC].
2. The **Scope of Work and Terms of Reference** for the Consulting services are provided in Section of the Request for Proposal (RFP).
3. The RFP includes the following documents:

Section 1	-	Disclaimer
Section 2	-	Letter of Invitation and Schedule of bidding process
Section 3	-	Instructions to Bidders Including Data Sheet and Evaluation Criteria
Section 4	-	Technical Proposal Standard Forms
Section 5	-	Financial Proposal Standard Forms
Section 6	-	Scope of Work and Terms of Reference
Section 7	-	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 interested bidders, **a pre-proposal meeting shall be held at 12 Noon on 24.11.2016 at the venue mentioned in the Data Sheet. It is recommended that interested firms may send their senior representatives for proper interaction.**

Sd/-

**Chief Executive Officer**

Raipur Development Authority

Bhakta Mata Karma Complex,

New Rajendra Nagar

RAIPUR (Chhattisgarh), 492001

## [B] SCHEDULE OF BIDDING PROCESS

The schedule of events during the Bidding Process shall be as follows -

S. NO.	EVENT DESCRIPTION	DATE
		INITIALLY PROPOSED
1	ISSUE OF RFP DOCUMENT	11-11-2016 to 07-12-2016
2	LAST DATE OF RECEIPT OF QUERIES	5:00 PM on 28-11-2016
3	PRE BID MEETING	24-11-2016 at 12 Noon
4	LAST DATE OF SUBMISSION OF PROPOSAL (PROPOSAL DUE DATE)	09-12-2016, Up to 4:00 pm.

[C] COST OF RFP DOCUMENT : Rs. 5,000/- (INR)

[D] PROPOSAL SECURITY : Rs. 1, 00,000/- (INR)

## **SECTION 3**

### **INSTRUCTIONS TO BIDDERS INCLUDING DATA SHEET AND EVALUATION CRITERIA**

#### **CONTENTS**

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

## SECTION 3: INSTRUCTIONS TO BIDDERS

### 1. INTRODUCTION

#### General

- 1.1 The Client (RDA) named in the Data Sheet will select a consulting firm/organization (the Technical Consultant) from the proposals received, in accordance with the method of selection specified in the RFP.
- 1.2 Bidders should familiarize themselves with local conditions and all relevant Legal provisions and take them into account in preparing their Proposals. To obtain first-hand information of the assignment and local conditions, Bidders are encouraged to visit Raipur and acquaint themselves with the local conditions and the aspirations of the Authority and citizens of the city. The Bidders' representatives should contact the Client's representative named in the Data Sheet to arrange for their visit and they should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.3 Bidders shall bear all costs associated with the preparation and submission of their Proposals. Costs might include visits, accommodation, transportation and collection of information, etc.
- 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 award of the contract, without thereby incurring any liability to the Bidders.
- 1.5 In preparing their Proposals, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

#### Conflict of Interest

- 1.6 RDA policies require that selected Bidders under the various contracts provide professional, objective, and impartial advice and at all times hold RDA's interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders shall not be recruited for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of RDA. Without limitation on the generality of the foregoing, Bidders, and any of their associates shall be considered to have a conflict of interest and shall not be recruited under any of the circumstances set forth below:
  - (i) If a Consultant combines the function of consulting with those of contracting and/or supply of equipment; or
  - (ii) If a Consultant is associated with or affiliated to a contractor or manufacturer; or
  - (iii) If a Consultant is owned by a contractor or a manufacturing firm with departments or design offices offering services as Bidders. The Consultant should include relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Consultant will limit its role to that of a Consultant and disqualify itself and its associates from work, in any other capacity or any future project within the next five years (subject to adjustment by RDA 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-Bidders) and any subsidiaries or entities controlled by such Consultant shall not be recruited for the Subject assignment.

### **Fraud and Corrupt Practices**

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

- (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 anything of value to influence the action of any party in the consultant selection process or in contract execution;
- (b) "fraudulent practice" means a representation or omission of facts in order to influence a selection process or the execution of a contract;
- (c) "collusive practices" means a scheme or arrangement between two or more Bidders, 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 RDA-financed activities if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an RDA-financed contract; and
- (iv) Will have the right to require that, in consultant selection documentation and in contracts financed by the RDA, a provision be included requiring Bidders to permit the RDA 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 RDA.

1.8 Furthermore, bidders shall be aware of the provision stated in Clause 11 and Clause 21(a) of the General Conditions of Contract and the various undertakings thereof.

### **Only One Proposal**

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

## Proposal Validity

- 1.10 The Data Sheet indicates how long the Bidders Proposals must remain valid after the submission date. In case of need, the Client may request Bidders to extend the validity period of their Proposals. Bidders have the right to refuse to extend the validity period of their Proposals.

## Cost of RFP Document

- 1.11 The RFP document can also be downloaded from the web site [www.rdaraipur.com](http://www.rdaraipur.com). While submitting the proposal, Bidders must enclose, as a part of their **Technical proposal**, a **Demand draft of Rs. 5,000** (Indian Rupees **Five Thousand** only) from a scheduled bank of India, in favour of the **Chief Executive Officer**, Raipur Development Authority, payable at Raipur (Chhattisgarh) towards the cost of the RFP Document. A proposal without the cost of the document shall not be considered for evaluation. The document may also be obtained from the office of the Chief Executive Officer, Raipur Development Authority, Raipur [CG.] on payment of Rs. 5,000/- towards the cost of the RFP document, on any working day from **12th November 2016 to 07 December 2016**.

## 2. CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS

- 2.1 Bidders may request a clarification of any of the RFP documents up to the date indicated in the Data Sheet. Any request for clarification must be sent in writing to the address indicated in the Data Sheet. The responses of Client **shall be uploaded on** the website ([www.rdaraipur.com](http://www.rdaraipur.com)), but without identifying the source of inquiry. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Sub-Clause 2.2.
- 2.2 At any time before the submission of Proposals, the Client may, whether at its own initiative, or in response to a clarification requested by a firm, amend the RFP by issuing an addendum. The addendum shall be uploaded only **on** the website [www.rdaraipur.com](http://www.rdaraipur.com). The amendments shall be binding on the Bidders. To give Bidders a reasonable time in which to take an amendment into account in their Proposals, the Client may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission by uploading a notice only on the said website.

## 3. PREPARATION OF THE PROPOSAL

- 3.1 Bidder's Proposal (the Proposal) will consist of two (2) components
- (i) The Technical Proposal
  - (ii) The Financial Proposal
- 3.2 The Proposal, as well as all related correspondence exchanged by the Bidders and the Client, shall be in English. All reports prepared by the contracted Consultant shall also be in English.
- 3.3 The Proposal should include a **COVER LETTER** in the letter head of the Bidder signed by person(s) **with full authorization** to make legally binding contractual (including financial) commitments on behalf of the Bidder firm. [Refer FORM A]
- 3.4 The Technical Proposal should clearly demonstrate the Bidder's understanding of the assignment requirements, capability and approach for carrying out the tasks set forth in the TOR.
- 3.5 The technical proposal should contain the cost of the RFP document as described in 1.11 above.

#### 4. THE TECHNICAL PROPOSAL

##### 4.1 General

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

##### 4.2 Technical Proposal Format

- (i) The Data Sheet indicates the format of the Technical Proposal to be used for the assignment. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.
- (ii) The following table summarizes the content and maximum number of pages permitted for each type of Proposal. If the maximum number of pages is exceeded, a penalty will be applied during evaluation of the Proposal. A page is considered to be one printed side of A4 size paper, with font size not less than 11 (eleven).

Content \ Type of Proposal	Full Technical Proposal(FTP)
<b>COVER LETTER</b>	As per format specified in this RFP: Refer 3.3 above
<b>Experience of the firm:</b>	(i) Maximum <b>two (2) pages</b> introducing the firm and associate firm(s) / associate Professional(s) background and general experience.  (ii) Maximum of <b>ten (10) pages</b> for completed or ongoing projects in the format of Form <b>TECH-1</b> , illustrating firm and associate(s) firm's relevant experience. No promotional material should be included.
<b>General approach and proposed methodology</b>	Maximum <b>ten (10) pages</b> inclusive of charts and graphs. <b>This should include a note on the methodology proposed by the bidder for execution of works as mentioned in the TOR.</b>
<b>Comments on terms of reference</b>	No limit, but to be concise and to the point.

##### 4.3 Technical Proposal Content

The Technical Proposal shall contain information indicated in the following paragraphs from (i) to (viii) using the **Standard Technical Proposal Forms (Section 3)**. Such information must be provided for the Bidder and the Associate, if any.

- (i) A brief description of the organization and outline of recent experience of the Bidder and each Associate on assignments of a similar nature is required in Form **TECH-1**. **For each assignment, the outline should indicate inter alia, the assignment, project cost and the Bidder's involvement. Information should be provided only for those assignments for which the Bidder was legally contracted by the client. Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as the experience of the Bidder.** Bidders should submit supporting documents for their **proof of eligibility** mentioned in **clause 4.4**, as per format specified in Form **TECH-1**.
- (ii) A concise, complete, and logical description of how the Bidder's team will carry out the services to meet all requirements of the TOR.
- (iii) An organization chart indicating relationships amongst the Bidder and any Associate(s), RDA, and other parties or stakeholders, if any, involved in the assignment.

- (iv) Comments, if any, on the TOR to improve performance in carrying out the assignment. Innovativeness shall be appreciated, including workable suggestions that could improve the quality/effectiveness of the assignment.
- (v) **The Technical Proposal shall not include any financial information.** Technical Proposals containing financial information shall be declared non responsive.

#### Personnel

- (vi) The name, age, nationality, background employment record, and professional experience of each expert, with particular reference to the type of experience required for the assignment should be presented in the CV format shown in Form **TECH-2**.
- (vii) Higher rating shall be given to 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 its Associate, for more than twelve (12) months prior to the date of submission of the Proposal.

#### 4.4 Conditions of Eligibility of Bidders

##### (i) Technical

The bidder should have experience of:

##### [A]

[1] Planning of a Town Development Scheme as defined in Chhattisgarh Town and country planning Act, 1973

**Or any** similar Town Planning /Town Development scheme prepared under a Town Planning Act of any state in India.

The scheme as prepared above should be:

- (a) Based on reconstitution of land model.  
(b) For an area not less than **30 Ha**.

##### [B]

Engineering Design of Urban infrastructure for development area not less than **30 Ha**. The Engineering designs should include:

1. Design of Urban Roads.
2. Design of Storm drainage infrastructure.
3. Design of Water Supply infrastructure.
4. Design of Sewerage.
5. Design of Electrical Power Supply infrastructure.

- [C] Preparation of Good for construction drawings for urban infrastructure and periodic Super vision of Infrastructure Project as in [B] above for development area not less than **30 Ha**.

##### (ii) Financial

The average annual turnover from consulting services should not be less than Rupees. **75 Lakhs INR [Rupees Seventy Five Lakhs] in the last 3 (three) Financial Years preceding March 2016.**

## 5. FINANCIAL PROPOSAL

5.1 All information provided in Bidders' Financial Proposal shall be treated as confidential. **The Financial Proposal must be submitted in hard copy using the format shown in Section 5.**

5.2 The Financial Proposal requires completion of forms namely **FIN- 1 and FIN-2.**

(i) Form **FIN-1** shown in Section 5 relates to the costs of consulting services under the category **Percentage Fee for all works as described in section 6: Scope of work and Terms of Reference.**

(i) Form **FIN-2** shown in section 5 relates to fee payable for additional or repetition of land survey works (if any and for any reason whatsoever), apart from that mentioned in section 6: scope of work and terms of Reference. **Bidders are required to provide financial rates for land survey works on area basis for any additional or repetitive survey works other than those mentioned in Scope of Work and Terms of Reference.**

(ii) **The Financial Proposal shall not carry any kinds of discounts/conditions on any ground. Financial Offers indicating discounts/conditions shall be summarily rejected.**

5.5 **Form FIN-1 and FIN-2** must be prepared by using only Indian currency where ever required.

## 6. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

6.1 The original Proposal (both Technical and Financial Proposals) shall contain no interlineations or overwriting, except as necessary to correct errors made by Bidders themselves. Any such corrections, interlineations or overwriting must be initialled by the person(s) who signed the Proposal.

6.2 Bidders must submit original and two copies of the Technical proposal and an original Financial Proposal to the client at his address.

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

6.4 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 shall govern.

6.5 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 and title of the project, and other information indicated in the Data Sheet. **If the Financial Proposal is not submitted by the Bidder in a separate sealed envelope and duly marked as indicated above, this will constitute grounds for declaring both Technical and Financial Proposals non-responsive.**

- 6.6 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.**
- 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 format specified in Forms Tech 0 – Tech 04 (Technical Proposal);
  - (b) It is received by the Proposal Due Date including any extension thereof;
  - (c) It is accompanied by the **Proposal Security of Rs. 1,00,000 [Rupees One Lac only]** in the name of Chief Executive Officer, RDA in accordance with the RFP document, This shall be in the form of a Demand Draft drawn on a Scheduled Bank and in favour of Chief Executive Officer, RDA payable at Raipur[CG.]
  - (d) It is accompanied by a demand draft towards the Cost of RFP document, in the manner as specified in this RFP document, if the document used for submission has been downloaded.
  - (e) **It is signed, sealed, and bound.**
  - (f) **It is accompanied by the letter of authorization, authorizing a responsible representative of the Bidder for signing of the proposal and making legally binding commitments[ FORM A];**
  - (g) It contains all the information (complete in all respects) as requested in the RFP;
  - (h) It does not contain any condition or qualification;
  - (i) Applicant meets the minimum condition of eligibility; and
  - (j) It is not non-responsive in terms hereof.
- 6.7 The Authority reserves the right to reject any Proposal which is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

## 7. PROPOSAL EVALUATION

### General

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

### Evaluation of Technical Proposals

- 7.2 The Authority shall evaluate and rank 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 shall receive a technical score. A Proposal shall be rejected if it does not achieve the **minimum technical mark of 600 (six hundred) from the maximum of 1000(One Thousand)points.**
- 7.4 A Technical Proposal may not be considered for evaluation in any of the following cases:
- (i) **The Bidder that submitted the Proposal belongs to one of the cases described in Sub-Clause 1.6(i) to (iv) and failed to make a proper statement to that effect in the cover letter; or**
  - (ii) **The Bidder that submitted the Proposal was found not to be legally incorporated or established in India; or**
  - (iii) The Technical Proposal was submitted in the wrong format; or
  - (iv) The Technical Proposal included financial details of the services; or

(v) The Technical Proposal reached RDA after the submission closing time and date specified in the Data Sheet.

7.5 After the technical evaluation is completed, the Client shall notify Bidders whose Proposals did not meet the minimum qualifying technical mark or Bidders whose Technical Proposals were considered non-responsive to the RFP requirements, indicating that their Financial Proposals shall be retained unopened with the Client. The Client shall simultaneously notify, in writing Bidders whose Technical Proposals received a mark of 600 (six hundred) or higher, indicating the date, time, and location for opening of Financial Proposals. (Bidders' attendance at the opening of Financial Proposals is optional).

## 8. PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS

### Public Opening of Financial Proposals

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

(i) The marks of each technically qualified bidders scoring at least 600 [six hundred] marks shall be read out aloud.

(ii) Each Financial Proposal shall be inspected to confirm that it has remained sealed and unopened.

(iii) The Client's representative shall open Financial bids of only technically qualified bidders as in clause 8.1.(i) above. Such representative shall also read out aloud the name of the qualified Bidders and their Financial Proposals. This information will be recorded in writing by the Client's representative.

### Evaluation of Financial Proposals

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

8.3 Financial Proposals shall be reviewed to ensure that the figures provided therein are consistent.

8.4 The commercial terms in each Financial Proposal shall be checked for compliance with the requirements set forth in the Data Sheet.

8.5 Financial Proposals shall be checked for computational errors or material omissions, and prices shall be corrected and adjusted as necessary.

8.6 In the event of discrepancy between the word and the figure only the lower value shall be considered for all purposes.

8.7 In order to allow comparison on a common basis, each Financial Proposal shall be carefully scrutinized in accordance with the procedure outlined in Clauses 8.2 to 8.6 and ETP in Indian Rupees shall be determined.

The Estimated Total Price (ETP) for each Financial Proposal shall be determined.

8.8 The fees quoted above shall be inclusive of all taxes, levies, duties etc. However, Service tax as applicable shall be paid separately with each invoice by RDA.

## 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 shall be determined based on only the ETP.

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

9.3 The Financial Proposals shall be further Evaluated and scored as under:

$$P_f = 100 \times \text{ETP of Lowest Applicant} / \text{ETP of Applicant under consideration}$$

9.4 The Composite Score shall be computed as follows:

$$\text{Composite Score} = (P_e \times 0.8) / 10 + (P_f \times 0.2)$$

**Where,** The score ( $P_e$ ) would be the arithmetic sum of the marks assigned to the Applicants in the Technical proposal.

9.5 **The Applicant obtaining the highest Composite Score would be declared as the Preferred Applicant.**

9.6 In the event two or more bidders score the same composite score, RDA shall call for negotiations.

9.7 In the event of acceptance of the Proposal of the Preferred Applicant with or without negotiations, RDA shall declare the Preferred Applicant as the Successful Applicant. RDA will notify the Successful Applicant through a Letter of Acceptance (LoA) that its Proposal has been accepted. **In case of Failure of the Successful Applicant in executing the Agreement, the proposal Security submitted by the Bidder shall be forfeited and the Second Highest Scoring Bidder ( Second Highest Composite Score, as per clause 9.4 stated above) shall be declared as the Selected Applicant. In the event and if the Applicant ranked Second in the Composite Score fails to execute the Agreement, The Authority shall take appropriate decision to either notify the Third Ranked Applicant for Executing the Agreement or may decide to nullify the entire selection Process and call for fresh RFP.**

## 10. CONFIDENTIALITY

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

## 11. AWARD OF CONTRACT

11.1 The Client shall award the contract to the Bidder selected by the Client.

## 12. CONTRACT COMMENCEMENT DATE

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



### SECTION 3: DATA SHEET

S.No.	Description	
1	Type of Technical Proposal required	Full Technical Proposal (FTP)
2	Pre-Proposal Query	Date: 10-04-2014 Time: 11:45 hrs Venue: Conference Hall, RDA Office, Bhakta Mata Karma Complex, New Rajendra Nagar, Raipur (Chhattisgarh)
3	Due time and date of Submission of Proposal	Up to 16:00 hours (IST) 09-11-2016
4	Opening of Technical Proposal	At 16:30 hours (IST) or thereafter 09-11-2016
5	Expected date of public opening of Financial Proposals	To be intimated later
6	Expected date for commencement of consulting services	To be intimated later
7	Taxation	"The Selected Bidder shall be subject to all applicable taxes. However, service tax at prevailing rates shall be payable extra to the Bidders by RDA along with each invoice, in addition to the agreed fees for which the Bidders need to comply with the applicable laws. The amount of the service tax and all other taxes shall be excluded from the Bidders' financial proposal, as they will not be evaluated. The payment of fees to Consultant is subject to deduction of other taxes at source, as per prevailing rates and laws."
8	Validity of Proposal	120 days from due date of Submission of Proposal.
9	Evaluation Sheet	Please refer Data Sheet, Appendix 1A & 1B.
10	<b>Representative/Contact Person and Address of the RDA:</b>  The Chief Executive Officer(CEO) Raipur Development Authority Bhakta Mata Karma Complex, New Rajendra Nagar, RAIPUR (Chhattisgarh), 492001. Phone: 0771 -2536188, 253678, Fax: 0771 -2534688	
11	<b>Name and Address of the Client where all correspondence concerning this Request for Proposal is/are to be sent:</b>  The Chief Executive Officer (CEO) Raipur Development Authority Bhakta Mata Karma Complex, New Rajendra Nagar, RAIPUR (Chhattisgarh), 492001. Phone: 0771 -2536188, 253678, Fax: 0771 -2534688	
12	<b>Bidders 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) Raipur Development Authority Bhakta Mata Karma Complex, New Rajendra Nagar, RAIPUR (Chhattisgarh), 492001. Phone: 0771 -2536188, 253678 Fax: 0771 -2534688	

**Evaluation Sheet for Full Technical Proposals**

**DATA SHEET Appendix-1A**

<b>I. Relevant Experience and financial capability</b>		<b>850 marks</b>	Firm A	Firm B	Firm C	Firm D	Firm E
			Score	Score	Score	Score	Score
a.	Experience in similar Projects as mentioned in clause 4.4(i)[A]	100 marks					
b.	Experience in similar Projects as mentioned in clause 4.4(i)[B]	200 marks					
c.	Experience in similar project as mentioned in 4.4(i)[C]	200 marks					
d.	Financial capability as mentioned in clause 4.4 (ii)	50 marks					
e.	Qualifications and competence of the key Personnel	100 marks					
f.	<b>Additional Marks</b> - Experience as mentioned in clause 4.5 (ii)	200 marks					
<b>II. Approach and Methodology</b>		<b>150 marks</b>					
a.	Understanding of project	60 marks					
b.	Quality of Methodology	60 marks					
c.	Innovativeness/Comments on TOR	30 marks					
<b>I+II</b>	<b>Grand Total</b>	<b>1000 marks</b>					

\* Refer Clause 13. Evaluation Criteria, sub Clause no 13.1.1, 13.1.2, 13.1.3 and 13.1.4 and tables indicated in the same for Maximum Marks to be Awarded in Case of Completed/Ongoing Projects.

### 13. EVALUATION CRITERIA

#### 13.1. TECHNICAL QUALIFICATION OF BIDDER

The proposals submitted by the bidders shall be evaluated and scores shall be assigned based on the parameters listed out as under:

##### 13.1.1 Criterion A:

- (i) Marking against Experience claimed under Clauses 4.4 [i][A][1], 4.4[i][B] and 4.4[i][C] shall be carried out as under:

A single project shall mean a project of 30 Ha, a 60 Ha. Project shall mean two projects, a 90 Ha. Project shall mean three projects and so forth.

- (ii) Marking against Experience claimed under Clauses 4.4 [i][A][2], shall be carried out as under:

A single project shall mean a project of 30 Ha, a 60 Ha. Project shall mean two projects, a 90 Ha. Project shall mean three projects and so forth

- (iii) **Maximum Scores for Completed Projects**

S no	Marking Detail for Evaluation	Award of marks in I(a) of Data sheet Appendix 1A	Award of marks in I(b) of Data sheet Appendix 1A	Award of marks in I(c) of Data sheet Appendix 1A
a.	Five or More Projects	100	200	200
b.	Four Projects	90	180	180
c.	Three Projects	80	160	160
d.	Two Projects	60	120	120
e.	One Project	50	100	100

- (iv) **Marking for Ongoing Projects**

For each ongoing project markings shall be carried out as under:

S no.	Fee received by the bidder( as percentage of Total Payable Fee)	% of marks for each project
a.	Upto 95%	100%
b.	75% to 95%	95%
c.	65% to 75%	85%
d.	50% to 65%	70%
e.	30% to 50%	50%

The fee received (as a percentage of total Payable Fee, as above) shall be duly certified by an officer not below the rank of an Executive Engineer or equivalent as acceptable to the Authority. Claims made by bidders/ Certificates in lieu of above submitted by bidders are subject to independent Scrutiny or Authentication by the Authority.

(v) **Maximum Awardable Marks For Completed/ Ongoing Projects [Refer DATA SHEET: Appendix 1A ]**

Marking Detail for Evaluation	Award of marks in <b>I(a)</b> of Data sheet Appendix 1A						Award of marks in <b>I(b)</b> of Data sheet Appendix 1A						Award of marks in <b>I(c)</b> of Data sheet Appendix 1A					
	Completed Projects	Ongoing ( <b>Fee received by the bidder</b> )					Completed Projects	Ongoing ( <b>Fee received by the bidder</b> )					Completed Projects	Ongoing ( <b>Fee received by the bidder</b> )				
		95 % or more	75 % - 95%	65% - 75%	50% - 65%	30%-50%		95 % or more	75 % - 95%	65% - 75%	50% - 65%	30%-50%		95 % or more	75 % - 95%	65% - 75%	50% - 65%	30%-50%
<b>% of marks</b>	<b>100%</b>	<b>100%</b>	<b>95%</b>	<b>85%</b>	<b>70%</b>	<b>50%</b>	<b>100%</b>	<b>100%</b>	<b>95%</b>	<b>85%</b>	<b>70%</b>	<b>50%</b>	<b>100%</b>	<b>100%</b>	<b>95%</b>	<b>85%</b>	<b>70%</b>	<b>50%</b>
Five or More Projects	100	100	90	85	70	50	200	200	190	170	140	100	200	200	190	170	140	100
Four Projects	90	90	86	77	63	45	180	180	172	153	126	90	180	180	172	153	126	90
Three Projects	80	80	76	68	56	40	160	160	152	136	112	80	160	160	152	136	112	80
Two Projects	60	60	57	51	42	30	120	120	114	102	84	60	120	120	114	102	84	60
One Project	50	50	48	43	35	25	100	100	95	85	70	50	100	100	95	85	70	50

### 13.1.2. Criterion B:

- (i) Marking in 1 (d) against Financial Capability of Bidder as per 4.4 (ii) shall be awarded as under:
- Average Annual Turnover in last three financial years between **Rs. 75 Lakhs and Rs. 1.5]crores** will score **40 marks**
  - Average Annual Turnover in last three financial years above **Rs.1.5 crores** will score **50marks**

### 13.1.3. Criterion C:

Marking of Proposal against Experience of Bidder in 1 (f) **of DATA SHEET Appendix 1A**, shall be carried out for the Experience as mentioned in 4.5[ii] as in the table mentioned below. The Classification of Project Size shall be as mentioned in 13.1.1. Criterion A of Evaluation Criteria:

- Additional marks shall be provided for having designed comprehensive **urban infrastructure** projects (such as water supply, sewerage, electrical, storm water drainage and roads of minimum **30 hectares covering all major infrastructures including making provisions for IT/ Telecommunication Infrastructure**).
- The Term '**Comprehensive Urban Infrastructure**' referred to in a) above or elsewhere in this document shall mean An Urban Infrastructure Project where the Infrastructure design includes, designing and providing water Supply Infrastructure, Sewerage Infrastructure, Treated Sewerage Effluent Infrastructure, Road Infrastructure, Electrical Infrastructure, Storm Drainage Infrastructure including design and making Provision for Service Connections of Each Infrastructure as above (where ever applicable) to each plot/house/land parcel. Preferential marking shall be made where each of the above infrastructure (except Road Infrastructure) was designed to be laid below Ground including the Storm Drainage Infrastructure (Storm Drainage designed to function through underground conduits and not through Open/ Covered Drains)
- In case the Comprehensive Urban Infrastructure was designed either fully or partially above ground, the marking in the following table (table number.....) shall be limited to a maximum of 50% of the Total Allotted marks for each criterion.
- Higher marks shall be given where the infrastructure as above has been designed for a Plotted type of Development for a population base of minimum 6000 persons /for a gross population density of population not less than 200 persons / Ha.

RFP for Selection of a Technical Consultant for PROVIDING COMPREHENSIVE PLANNING AND ENGINEERING SERVICES FOR SWAGAT VIHAR AND NEW SWAGAT VIHAR SCHEME (Parts of Village Dunda, Sejbahar and Boriyakala)

Marking for Evaluation	Design of <b>Comprehensive Urban Infrastructure</b> ** ( including Water Supply Network, Roads, Sanitary Sewer Network, Storm Sewer Network, Electrical Services, TSE Network*)						If the design has been done for a Plotted Type Project as per 4.4[ii].b						If the design included Provision for Infrastructure for Telecommunication or IT services					
	100						80						20					
	Completed Project	Ongoing Projects ( Fee Received)					Completed Project	Ongoing Projects ( Fee Received)					Completed Project	Ongoing Projects ( Fee Received)				
		95 % or more	75 % - 95%	65% - 75%	50% - 65%	30%- 50%		95 % or more	75 % - 95%	65% - 75%	50% - 65%	30%- 50%		95 % or more	75 % - 95%	65% - 75%	50% - 65%	30%- 50%
Five or More Projects	100	100	95	85	70	50	80	80	76	68	56	40	20	20	19	17	14	10
Four Projects	90	90	86	77	63	45	72	72	69	62	51	36	17	17	17	15	12	9
Three Projects	80	80	76	68	56	40	64	64	61	55	45	32	15	15	15	13	11	8
Two Projects	60	60	57	51	42	30	48	48	46	41	34	24	10	10	10	9	7	5
One Project	50	50	48	43	35	25	40	40	38	34	28	20	7	7	7	6	5	4

Notes:

- \* TSE Network refers to Treated Sewerage Effluent Network for Recirculation of Treated Sewage from STP.
- \*\*Refer Clause no 13.1.3.Criteria C.(ii) for explanation of the term '**Comprehensive Urban Infrastructure**'
- In case the '**Comprehensive Urban Infrastructure**' was designed either fully or partially above ground, the marking in the above table shall be limited to a maximum of 50% of the Total Allotted marks for each criterion.

#### 13.1.4. Criterion D:

Markings for Approach and Methodology [Refer 2(a), 2(b) and 2(c) of DATA SHEET Appendix 1A] shall be as under:

**(i) Understanding of Objectives (60marks)**

**Criteria:** General understanding of the project requirements; coverage of principal components as requested in TOR.

**(ii) Quality of Methodology (60marks)**

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

**(iii) Innovativeness/Comments on Terms of Reference (30marks) (Not more than two pages)**

**Criteria:** Evidence of an alternative and unique approach, or a suggested additional scope of Work that would improve the Scheme output/ improve the quality of TECHNICAL CONSULTANT's performance.

**Note:**

In the event the Authority decides to adopt the suggestion [s] to as to improve the Scheme output/ improve the quality of TECHNICAL CONSULTANT's performance, the said adopted suggestion[s] shall constitute Additional Services as defined in Clause 7 of the Draft Service Agreement.

#### 13.2 Zero Rating/ Additional Marks

**(iii) A zero rating shall be provided in Form TECH-2 if:**

(a) The CV is not signed in accordance with **Sub-Clause requirements** [Refer **FORM TECH 2**];

Or

(b) is a current employee of **a contractor engaged by the Authority or a current employee of a consultant (other than the bidder firm) engaged by the Authority.**

**13.3 SUPPORTING DOCUMENTS TO BE SUBMITTED BY THE CONSULTANTS**

[1] The Applicants shall submit the following documents in support of its eligibility, without which the projects and experience shall not be considered for evaluation.

S. No.	Parameter	Supporting documents
1.	The average annual turnover of a firm from consulting services for Urban Planning, design, engineering and architecture should be more than Rs 2 Crores in last three financial years	Audited certificate from statutory auditor ( form: ...../ Annexure)
2.	Qualifications and competence of the key professionals with relevant experience of the bidding firm, limited to a maximum of ten Professionals	CVs of key personnel duly signed by the concerned person
3.	<b>Work Experience:</b> (i) For Completed Projects , Completion Certificates (ii) For ongoing Projects, Certificate of Percentage Fee paid against Total Payable fee. (iii) For plotted type of Development, where the Gross Population density for which the Scheme was prepared is not less than 200 persons/ Ha. (iv) Where the comprehensive urban infrastructure as defined in 13.1.3.(C).(ii) was designed as underground infrastructure.	* the Certificates shall be duly signed by an officer not below the rank of an Executive Engineer or equivalent as acceptable to the Authority. Claims made by bidders/ Certificates in lieu of above submitted by bidders are subject to independent Scrutiny or Authentication by the Authority.

\* The certificates required in the Serial no 3 above shall invariably and clearly set out the name of the project, activities undertaken, project cost, date of Commencement, Current Status of work, and for Ongoing Projects, Expected Date of Completion.

- I. In the event where completion certificates of projects executed are not available, duly notarized certificates may be submitted for completed assignments. These certificates shall be subjected to independent Scrutiny or Authentication by the Authority.
- II. In case of ongoing assignments, Certificate of Percentage Fee paid against Total Payable fee for the Project may be submitted. The Certificates shall be duly signed by an officer not below the rank of an Executive Engineer or equivalent as acceptable to the Authority. Claims made by bidders/ Certificates in lieu of above submitted by bidders are subject to independent Scrutiny or Authentication by the Authority.



## SECTION 4 -TECHNICAL PROPOSAL STANDARD FORMS

### CONTENTS

FORM	TITLE
Form A	Letter of Authorization for Signing the RFP etc.
Form TECH-0	Letter of Proposal
Form TECH-1	Description of Experience of Bidder

FORM	DESCRIPTION
FORM A	
FORM B	
FORM C	
FORM D	
FORM	

## FORM A

### Letter of Authorization

(For full authorization to make legally binding contractual (including financial) commitments on behalf of the Bidding firm, to be executed on a non Judicial Stamp Paper worth Rupees One Hundred.)

Know all men by these presents, We, \_\_\_\_\_ (**name of the firm and address of the registered office**) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (**Name**) \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is [presently employed with us/ holding the position of \_\_\_\_\_], as our true and lawful Authorized Signatory (hereinafter referred to as the "Authorized Signatory") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Selection of A Technical Consultant for **FOR PROVIDING COMPREHENSIVE PLANNING AND ENGINEERING SERVICES FORSWAGAT VIHAR AND NEW SWAGAT VIHAR SCHEME (Parts of Village Dunda, Sejbahar and Boriyakala) by the Raipur Development Authority**, Raipur, [CG.], including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in Bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and executing of all contracts including the Service Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Service Agreement with the Authority.

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

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS LETTER OF AUTHORIZATION ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

For \_\_\_\_\_

(Signature)

(Name, Title and Address)

Witnesses:

- 1
- 2

Accepted

(Signature)

(Name, Title and Address of the Authorized Signatory)

**FORM B**

**Certificate of Financial Capability of the Bidder**

[Refer \_\_\_\_\_]

S. No.	Financial Year	Annual Income (Rs.) (INR)
1.	2013-2014	_____ (in figure) [_____ (in words)]
2.	2014-2015	_____ (in figure) [_____ (in words)]
3.	2015-2016	_____ (in figure) [_____ (in words)]

This is to certify that M/S \_\_\_\_\_ (name of the Firm) has received the payments shown above against the respective years solely on the account of professional fees from Technical Consultation.

(Signature of the Statutory Auditor)

(Seal of the Auditor)

Name of Statutory Auditor:

Registration no:

**FORM C**

**Certificate of Fee Received as a Percentage of Total Payable Fees**  
**(refer 4.4 [i])**

(For Ongoing Project, on the Letter head of the Client)

Date:

This is to certify that the M/S \_\_\_\_\_ has been providing Technical Consultancy Services for (name of Project) \_\_\_\_\_ since \_\_\_\_\_ under the Agreement No. \_\_\_\_\_ dated \_\_\_\_\_.

The fee paid to the consultant as on date \_\_\_\_\_, and as a percentage of the total payable fee to the Consultant for the said project is \_\_\_\_\_%\_ (in figure) \_\_\_\_\_ percentage\_ (in words).

(signature)

Name: \_\_\_\_\_(Certifying Authority)

Designation: \_\_\_\_\_

(seal)

Name of the Client: \_\_\_\_\_

Details: \_\_\_\_\_

\*Fee Received as a Percentage of Total Payable Fees

=[(Fee received by the Consultant as on date)/(Total Payable Fee for the Project)] X 100 %

**FORM D**

**Certificate of Similar Design Experience**

(on the Letter head of the Client)

Date:

This is to certify that the M/S \_\_\_\_\_ has been providing Technical Consultancy Services for (name of Project) \_\_\_\_\_ since \_\_\_\_\_ under the Agreement No. \_\_\_\_\_ dated \_\_\_\_\_.

The design includes:

1. Road Network: \_\_\_\_\_(YES/NO)
2. Sewerage Network: \_\_\_\_\_(YES/NO)  
Service Connections to Individual Plot/ House/ Land Parcel : \_\_\_\_\_(YES/NO)  
Design for Gross Population density: \_\_\_\_\_persons/Ha.
3. Storm Drainage Network: \_\_\_\_\_(YES/NO)  
Type: \_\_\_\_\_ (OPEN or CLOSE SURFACE DRAIN/ UNDERGROUND CONDUITS)
4. Water Supply Network: \_\_\_\_\_(YES/NO)
5. Treated Sewerage Effluent Network: \_\_\_\_\_(YES/NO)
6. Electrical Infrastructure: \_\_\_\_\_(YES/NO)  
Type : \_\_\_\_\_( UNDERGROUND/ABOVE THE GROUND)
7. Telecommunication Infrastructure: \_\_\_\_\_(YES/NO)

(Signature)

Name: \_\_\_\_\_

(Certifying Authority on Client's behalf)

Designation: \_\_\_\_\_

(Seal)

Name of the Client: \_\_\_\_\_

Details: \_\_\_\_\_

**FORM TECH-0**

**Letter of Proposal**

(On Applicant's letter head)

Dated:

**The Chief Executive Officer,  
Raipur Development Authority (RDA)  
Raipur – 492001**

**Sub:** Consultant for FOR PROVIDING COMPREHENSIVE PLANNING AND ENGINEERING SERVICES FOR SWAGAT VIHAR AND NEW SWAGAT VIHAR SCHEME (Parts of Village Dunda, Sejbahar and Boriyakala)

Dear Sir,

- 1 With reference to your RFP document dated 11.11.2016, 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 assignment.
- 4 I/ We shall make available to the RDA any additional information it may find necessary or require to supplement or authenticate the Bid.
- 5 I/ We acknowledge the right of the RDA 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 RDA.
  - (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 RDA 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 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 RDA which could cast a doubt on our ability to undertake the assignment 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 RDA 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 RDA in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned assignment 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 as **Appendix J. 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 city. 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 RDA 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 and the draft Service Agreement.

- 18 I/We offer a Proposal Security of Rs. 1,00,000/- (Rupees one Lakh only) to the RDA 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 assignment is not awarded to me/us or our Proposal is not opened.
- 21 I/We agree to keep this offer valid for 120 (one hundred and twenty) 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

(Signature of the Authorized signatory)

Date: -----

(Name and designation of the of the Authorized signatory)

Place: -----

Name and seal of Bidder



## **FORM TECH-1**

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

Please provide information only for a project for which your firm was legally contracted by the client

S no.	Description
1	Project Name:
2	Country:
3	Project Location with in the Country:
4	Name of Client:
5	Responsibilities of Your Firm:
6	Approx. Value of Your Services( <b>INR</b> )
7	Start Date
8	Completion Date: ( Month/ Year, expected Completion Date) (for Ongoing Projects)
9	Name of Associate Firm (s) , if any:
10	Works Carried out by Associate Firm
11	Detailed Narrative Description of Project:
12	Detailed Description of Actual Services Provided by your Firm:

## FORM TECH-2

**CURRICULUM VITAE (CV) FORMAT TO BE SUBMITTED WITH PROPOSAL**(CV OF RELEVANT FULL TIME PROFESSIONALS WORKING WITH THE BIDDING FIRM/ASSOCIATE FIRM TO BE LIMITED TO A MAXIMUM OF TEN PROFESSIONALS)

1.	<b>NAME</b>	
2.	<b>DATE OF BIRTH</b>	
3.	<b>NATIONALITY</b>	
4.	<b>PERSONAL ADDRESS TELEPHONE NO. FAX NO. E-MAIL ADDRESS</b>	
5.	<b>EDUCATION</b> (The years in which various qualifications were obtained must be stated)	
6.	<b>OTHER TRAINING</b>	
7.	<b>LANGUAGE[S] AND DEGREE OF PROFICIENCY</b>	
8.	<b>MEMBERSHIP IN PROFESSIONAL SOCIETIES</b>	
9.	<b>SIMILAR PROJECTS AND SIMILAR WORK</b>	
10.	<b>EMPLOYMENT RECORD</b> FROM: TO: EMPLOYER: POSITION HELD AND DESCRIPTION OF DUTIES:	(Starting with present position, list in reverse order <b>every employment held and state the start and end dates of each employment.</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.)
11.	<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.)	<b>WORK UNDERTAKEN THAT BEST ILLUSTRATES CAPABILITY TO HANDLE THE TASKS ASSIGNED.</b> (In this column, list project name, location, year, position held, i.e., Team Leader etc. and <b>exact duties rendered and time spent on each project.</b> )
12.	<b>CERTIFICATION</b> (Please follow exactly the following format. Any omission shall be treated as a case of non-compliance)	

I, the undersigned, certify that to the best of my knowledge and belief, this bio data correctly describes me, my qualifications, and my experience. I understand that any wilful 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:

## SECTION 5 - FINANCIAL PROPOSAL STANDARD FORMS

### CONTENTS

#### Forms to be used

Form FIN-1 Proposed Cost of Consulting Services as a Percentage Fee of Total Project Cost for All Works referred to in Section 6: Scope of Work and Terms of Reference

Form FIN-2 Fee payable for additional Land Survey Works

## SECTION 5 - FINANCIAL PROPOSAL STANDARD FORMS

### 1. FORM FIN-1

#### Brief

The purpose of Form **FIN-1** is to identify Proposed Cost of Consulting Services of the Bidders as Percentage Fee of Total Project Cost for All Works as defined in Section 6: Scope of Work and Terms of Reference.

### 3. FORM FIN- 2

This includes specifying rates for any additional survey work other than those mentioned in the Section 6, or any repetition of work where the repetition is required for reasons other than errors in survey carried out by the selected Bidder.

**However, the rates provided here shall not be taken into account for carrying out the financial evaluation of bidder.**

It is made explicitly clear here that for every such work, the consultant shall seek prior written approval/directive of the CEO, RDA clearly indicating the estimated cost of engaging such additional work with the rates as mentioned in FIN -2.

### 4. FINANCIAL PROPOSAL SUBMISSION

The hard copy of the Financial Proposal shall include all the information contained in Forms **FIN-1** in accordance with Sub-Clause 5.1 of Section 2, Instructions to Bidders.

**FORM FIN-1**

**FINANCIAL PROPOSAL FORMAT**

**(On the Letterhead of the Bidder)**

Date:

Chief Executive Officer (CEO)  
Raipur Development Authority (RDA),  
Raipur - 492001

Sub: Financial proposal for PROVIDING COMPREHENSIVE PLANNING AND ENGINEERING SERVICES FOR SWAGAT VIHAR AND NEW SWAGAT VIHAR SCHEME (Parts of Village Dunda, Sejbahar and Boriyakala)  
Sir,

Having gone through this RFP document and the draft Service Agreement and having fully understood the scope of work for the Project as set out in this RFP dated 11-11-2016 we are pleased to inform that we would charge. \_\_\_\_\_ (PERCENTAGE in words), as the total lump-sum fee for services for the captioned project, inclusive of all taxes and inclusive of all out of pocket expenses incurred by consultants for carrying out the Services towards travel, documentation and communication and local office expenses envisaged in this RFP document and draft Service Agreement.

We have reviewed all the terms and conditions of the RFP and undertake to abide by all the terms and conditions contained therein.

We hereby declare that there are, and shall be no deviations from the stated terms in the RFP Document.

Yours faithfully,

For and on behalf of

.....  
(Name of the Bidder)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_(Name and designation of the Authorized Person)

**Note:**

1. Service Tax at the applicable rate shall be paid separately to the Consultant by the RDA with each invoice.
2. All standard deductions including all applicable taxes, levies, duties etc. shall be deducted from every payment made to the Consultant.

**FORM FIN-2**

**FEE PAYABLE FOR ADDITIONAL LAND SURVEY WORKS**

**(On the Letterhead of the Bidder)**

Date:

Chief Executive Officer (CEO)  
Raipur Development Authority (RDA),  
Raipur - 492001

Sub: Financial proposal for providing services for Additional/ Repetitive Land Survey Works

Sir,

Having gone through this RFP document and the draft Service Agreement and having fully understood the scope of work for the Project as set out in this RFP, we are pleased to inform that we would charge **Rs. \_\_\_\_\_ (Rupees in words per hectare) (INR)**, as the total lump-sum fee for services for any additional/repetitive survey works which lies beyond the scope of Survey work, inclusive of all taxes and inclusive of all out of pocket expenses incurred by consultants for carrying out the Services towards travel, documentation and communication and local office expenses envisaged in this RFP document and draft Service Agreement.

We have reviewed all the terms and conditions of the RFP and undertake to abide by all the terms and conditions contained therein.

We hereby declare that there are, and shall be no deviations from the stated terms in the RFP Document.

Yours faithfully,

For and on behalf of

.....

(Name of the Bidder)

.....

(Signature of Authorized Signatory)

..... (Name and designation of the Authorized Person)

**Note:**

1. Service Tax at the applicable rate shall be paid separately to the Consultant by the RDA with each invoice.
2. All standard deductions including all applicable taxes, levies, duties etc. shall be deducted from every payment made to the Consultant.
3. This quoted value shall not be considered for the Evaluation of Financial Proposal

## SECTION 6 – SCOPE OF WORK

## SECTION 6 -SCOPE OF WORK

### Project Background Information:

#### 6.1 PROJECT OBJECTIVE

- (a) Raipur Development Authority (RDA) is a Development Authority constituted under the Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973 (Act, 1973)
- (b) The Department of Town and Country Planning, Chhattisgarh has prepared and notified a master plan for development of the city namely "Raipur Development Plan [2021, [Punarvilokit]" [The Development Plan] under the Act, 1973.
- (c) The Proposals put forth in the Development Plan have to be implemented by the RDA in a phased manner. In order to achieve this objective, the RDA has drawn-up ambitious plans to implement Town Development Schemes, as described in the Act.
- (d) RDA has a limited manpower to meet the requirements for development of the various projects it has envisaged. RDA therefore intends to select and appoint a TECHNICAL CONSULTANT through this RFP for the services described in the scope of Works.

### Project Background:

Swagat Vihar is a **109.5964 Ha** Residential Layout/Scheme that was proposed by a builder in Parts of Village Dunda, Sejbahar and Boriyakala in Raipur [C.G.]. The Scheme aimed to provide the buyers [Beneficiaries] with a plot with urban infrastructure facilities such as road, storm drains, power etc. In due course of time, it was found that the project was formulated erroneously and involved a fraud of Land, as certain land parcels in the scheme area were not under the ownership of the Builder. The Govt. of Chhattisgarh has appointed the Client, the Raipur Development Authority to rectify the fraud and to facilitate the scheme beneficiaries [buyers] rightfully with least possible amendments in the scheme.

**The detailed Project report is enclosed at the end of the RFP. It is strongly recommended that the bidder comprehend the report on Swagat Vihar.**

#### 6.2 DURATION OF ASSIGNMENT

**The appointment of the Consultant shall commence from the date of the execution of this Agreement and shall be terminated upon the Client making final payment of correctly invoiced fees to the Consultant. The duration of the assignment is 12 months.**

#### 6.3 SCOPE OF WORK

##### Brief Scope of Work:

The roles, responsibilities and broad scope of work of the TECHNICAL CONSULTANT (TC) composition, minimum qualification and experience of the team members shall be as described hereunder. **The scope of work may be extended on mutually agreed fees,**



**terms and conditions.**

In consideration of the payments to be made to the Technical Consultant by the client as hereinafter provided, the Technical Consultant shall carryout and complete, to the satisfaction of the client, services pertaining to preparation of **Swagat and New Swagat Scheme**[The Project] including collecting all necessary data from the client, fixing the scheme boundaries; if required superimposing the Raipur Development Plan, 2021[Punarvilokit], proposals and the relevant cadastral map on the scheme area; preparing **revised** draft and final layout plans for the Scheme and reconstitution of land in the scheme area keeping necessary provisions for infrastructure and amenities with minimum affect on the Plot layout or as laid down in the Raipur Development Plan, 2021[punarvilokit]; the Chhattisgarh Town and Country Planning Act, 1973, the Chhattisgarh Bhumi Vikas Niyam, 1984, the National Building Code Of India, 2005, and all Applicable Codes and Indian standards, making all necessary area, valuation and other calculations for final plot allotment, preparing detail project reports including details, specifications and estimates ,for all infrastructure development Works proposed in the Project and execute final land demarcation on the project land subsequent to final publication of the scheme **The obligations of the Technical Consultant must meet all the provisions of The Chhattisgarh Town and Country Planning Act,- 1973, The Chhattisgarh Bhumi Vikas Niyam, 1984; or special relaxations provided thereof by theGoCG, The Raipur Development Plan, 2021[Punarvilokit], all relevant and applicable Indian Standards and Codes and make a judicious use of standard planning norms for an efficient use of the Project land in preparing the Swagat and New Swagat Vihar Scheme based on "Reconstitution of Land' method, and in particular :**

**1.01** To receive the employer's brief for development of the project and to collect all necessary land data from the client.

**1.02** Based on the Surveyed Area and the list of Plot owners which will be provided by the Authority, Prepare a revised draft and Final Layout.

**1.03** While preparing the revised layouts, the consultant shall strive towards keeping the cost of development minimum. The possibility of utilising the existing infrastructure and layout may be explored and considered.

**1.04** If additional investigations are required, carry out necessary Primary and Secondary Surveys of the Project Land and its immediate surroundings.

**1.05** At least three options may be explored while preparing the revised layout 1) Consider the total area that was allotted to the plot owners as per the list provided by the Authority. **In this case the number of plot owners may be reduced as there may not be enough area to allot each beneficiary a plot area that was purchased by him/her.** 2) Finalize the number of plot owners as shown in the list provided by the Authority and distribute the area. In this case the plot area **purchased by individuals may be proportionately** reduced.

**1.06** Formulate an allocation policy.

**1.07** To prepare sketch design(s), tabulation of all revenue land records [khasra], area calculations and financial statements for reconstitution of land and stage I estimates [Preliminary cost estimates based on unit rates for development works] based on employers brief and the data supplied to them by the client.

**1.08** Discuss the sketch design(s), reconstitution of land tabulation and stage I estimate [preliminary cost estimates based on unit rates for development works] proposed with the employer.

**1.09** On the basis of discussions, and if required, make modifications in the sketch design(s) and submit for approval, the Preliminary Swagat and New Swagat Vihar Scheme along with reconstitution of land tabulation, revised stage I estimates [Revised preliminary cost estimates based on unit rates for development works], land use distribution table, reservations for EWS as mandated or special relaxations provided thereof by theGoCG and Land Pool if Required for financing the Infrastructure development, and financial model of the Scheme considering Self-financing model for the Project.

**1.10** Discuss the Preliminary Scheme with the Client and make suggested changes in the Preliminary Scheme, if necessary. On approval of the Preliminary Scheme, prepare the Draft SchemeLayout for the as required under The Chhattisgarh Town and Country Planning Act, 1973, as per the said Actor special relaxations provided thereof by theGoC.including reconstitution of land tabulation and prepare all necessary Layouts and other drawings etc. for approval of the Scheme by the concerned Authorities as per the said Actor special relaxations provided thereof by theGoCG. The Draft Scheme shall include stage I estimates, land use distribution table, reservations for EWS as mandated the said Actor special relaxations provided thereof by theGoCGand Land Pool Required for financing the Infrastructure development, and financial model of the Scheme considering Self-financing model for the Project. The consultant must evaluate a strategy and assessment for recovering the cost of the development from the Project itself. Prepare the financial model /External Funding Model of the scheme on this assessment.

**1.11** To study the recommendations made by the Authority, suitably modify the Draft Scheme, and prepare the Final Layout for the Scheme including the reconstitution of land tabulation and prepare all necessary Layouts and other drawings etc. for Final Approval of the Scheme as described in the the said Actor special relaxations provided thereof by theGoCG. The Final Scheme shall include updated stage I estimates[Revised cost estimates based on unit rates for development works], land use distribution table, reservations for EWS as mandated or special relaxations provided thereof by theGoC.and Land Pool Required for financing the Infrastructure development, and financial model of the Scheme considering Self financing model/External Funding for the Project. The consultant may, at this stage again revise his assessment of the area of land that may be required to be acquired under land acquisition and prepare the various

financial model of the scheme on this revised assessment.

**1.12** Carry out Soil / Geo-tech Investigation. This shall include soil investigation through bore holes carried to a depth of 10 meters with Bore Log reports, Soil Classification, Water Table, Safe Bearing Capacity [SBC], Atterberg Limits, Free Swell Index and CBR values of Soil. This reporting shall be carried out making bore holes at one bore hole for every 20 Ha. of land and one CBR value for every 5 Ha. of land. However, the Technical Consultant is required to commence Soil/Geo-tech Investigation only upon an explicit written directive from the RDA to do so.

**1.13** Collection of All necessary and available Rainfall data from Indian Meteorological Department or any other source acceptable to the Authority and Submission of the same.

**1.14** Prepare and submit draft Detail Project Reports for each scheme infrastructure component. Discuss the same with the client and incorporate any modifications suggested. However the Technical Consultant is required to proceed to the Detail Project Report stage only upon explicit: written directive from the RDA to do so.

**1.15** Finalize the Detailed Project Reports for the various project infrastructure components and submit same to the client.

**1.16** Demarcation of Scheme Boundary, Final Plot Demarcation and Stake Out.

**1.16.1.** Assist the Client in marking the Scheme boundary by providing necessary Survey personnel and instruments to carry out the demarcation.

**1.16.2.** Execute final plot demarcation on Project land. All necessary staff and material including all survey instruments for plot demarcation shall be arranged by the Technical Consultant. The client shall, however deploy its technical staff for verifying the plot demarcations at site. Any delay in demarcation at site due to reasons of land dispute[s] shall be duly taken care of by the client and the Technical Consultant shall not be held responsible for failure/delay to carry-out final plot demarcation in all such cases of land disputes. Technical Consultant may raise their bills for final plot demarcation if the client is not able to effectively resolve all land disputes that are causing delay in executing their part of the work upon completion of one month from the date the dispute is brought to the clients notice in writing. The Client shall make payments to the Technical Consultant for final plot demarcation on a proportionate basis, withholding only amounts for the plots that have not been demarcated.

**1.16.3** The Consultant shall release Stake out Coordinates for All Roads in the Scheme and assist the Authority in verifying the Accuracy of the Stake out pegs erected by the Contractor.

**1.17** To supply any other details that may not have been referred to above but are necessary for the proper preparation of The Scheme and preparation of various Detail Project Reports for the infrastructure proposed under the scheme.

**1.18**To render all professional service(s) in the matter of proper preparation of the Scheme and the Detail Project Reports thereof and to request / attend conferences and meetings with the Client and other agencies, Govt Bodies and its representatives, as and when required and scheduled.

**1.19**Help employer to coordinate the various Project activities and to solve related problems, if any.

**1.20**To carry out Periodical Site visits so as to ensure (a) that works being executed at site are coherent and in accordance with designs, (b) to assist Authority in resolving construction related problems if any. This shall however not mean day to day monitoring, quality control and supervision of the Project. The expected frequency of site visit shall be once a fortnight on an average. Any visits required by the Authority in excess of this average frequency shall be deemed as additional work for which the Technical Consultant may claim additional site visit charges.

The consultant may acquaint the Authority with his observations regarding adherence to designs and quality being executed at site if he deems that such reporting is in the best interest of Project.

**1.21**Technical Consultant's scope of work, as detailed in annexure I hereto has been broadly divided in two stages: Stage 1- Planning Stage (Preparation and Approval of the Draft and Final Layout plan. and Stage 2- Preparation of Detail Project Reports.

Technical Consultant shall proceed to stage II of works only upon explicit written directives from the RDA to proceed with the preparation of a particular Detail Project Report. Each such written directive from the RDA shall only be for preparation and submission of a particular Detail Project Report [hereinafter referred to as 'DPR'] for a specific project infrastructure component and the Technical Consultant shall proceed with the preparation and submission of that particular DPR. The Raipur Development Authority reserves its right to proceed, in parts, to stage 2 of the work only when it deems the same has become necessary as a consequence of its decision to cause different scheme infrastructure development works on project land.

**1.22**Each Written directive from the RDA for preparation and submission of a particular DPR shall detail out mutually agreed deliverables from the Technical Consultant as also the mutually agreed time duration for submission of each deliverable. Each such written directive from the Raipur Development Authority shall be signed by both the parties and shall be appended to this agreement as annexure to this Agreement. All such annexure shall be read with, and become an integral part of this Agreement.

DETAIL SCOPE OF WORK

## Stage 1: Physical Survey and Reconstitution of Land Stage

### A. Preliminary stage [Conceptual Stage to be drawn on Cadastral Maps (Khasra) which will be provided by the Authority ]

1. City level location plan of the Scheme with all major existing roads in the vicinity & approach roads to the scheme along with road connectivity with adjoining city areas. [Scale 1:50,000]
2. Plan showing Scheme Boundaries and the total area of the Scheme. [Scale 1:25,000]
3. Superimposition of all Raipur Development plan 2021[Punarvilokit] proposals on the cadastral [Khasra] map including superimposition of **all existing scheme** layouts in the scheme area. [Scale 1:10,000].
4. (a) Plan showing sectors[**if any**] proposed within the Scheme with area statement and road widths of all Scheme level roads proposed [Scale 1:10,000]  
(b) Area analysis based on different Land uses proposed at the Scheme and Sector level.
5. **Tabulation of land area statement to include existing sold plot number (if available) / name of land owner and area of land in each land account.** [Authority shall provide verified copies of all relevant land Records required by the Consultant to prepare the Scheme.]
6. Tabulation of land areas for each sector proposed based on:  
(a) Title of land.
7. Plan showing sector level infrastructure proposed [Scale 1:10,000] with Preliminary cost estimate [Stage 1 estimates, based on unit rate of development works] of each infrastructure component.
8. (a) Layout plans of each Sector with reconstituted plots [**Based on Land Pooling model or any other model as suggested by the Authority**], proposed Sector roads, road-widths, open/green spaces & utilities, plot for the economically weaker sections as mandatory **or special relaxations**

provided thereof by the GoC. sector level with land use analysis statement, all based on planning norms proposed in the Raipur Development Plan [Punarvilokit] 2021 and provisions as laid down in the Chhattisgarh Bhumi Vikas Niyam, 1984, and The National Building Code Of India, 2005. [Scale 1:2000]. The sector layout plans must clearly indicate plot[s] proposed to be retained by the Raipur Development Authority, in the infrastructure development land pool.

(b) Preliminary proposed reconstituted plot allotment to individual land-owners existing in the scheme area based on area tabulation charts.

(c) Preliminary plan showing sector level infrastructure and services plans [Scale 1:4000] with preliminary cost estimates for each infrastructure / service component.

(d) Preliminary sector wise computation of Form xvi of the Chhattisgarh Town and Country Planning Rules, 1975 for each land title holder or as prescribed by the Authority.

(e) Preparation of Techno-financial feasibility report. This shall include an assessment of market rates of developed/undeveloped lands in the vicinity of Scheme boundary as also a judicious assessment of area of Land that may be required to be acquired under land acquisition (if any).

9. Incorporation of all /any revisions proposed as a result of discussions or appraisals or scrutiny of the proposals submitted at the preliminary stage and submission of 'Preliminary Scheme Layout/Plan for approval.

### **B. Physical Survey**

Preparation of survey plan (on scale 1:5000 or as specified. must be in readable format) and contour plan (contour interval 0.5 m and grid interval 20 meters. or as specified / required) complete in all respects.

1. Detailed Contoured survey showing all elevations with reference to government approved AMSL (Above Mean Sea Level), if available. In case, Government Approved AMSL is not available in the vicinity of site, the Consultant shall construct a Permanent Reference Bench Mark for all levels to be recorded.
2. Boundary of entire site. However, The Authority shall arrange the requisite and

appropriate Revenue official for an accurate demarcation of Scheme Boundary at site.

3. All adjacent and significant existing landmarks.
4. All existing site, features, structures like built forms, wells, bore wells, trees etc.
5. Surrounding land features and development with all existing and proposed approaches to the site.
6. Location and other relevant details of all natural features of site like Streams, Rivulets, Ponds, Hills, Trenches etc.
7. All roads including village roads, footpaths, cart tracks etc.
8. HT/LT lines with location of towers/Poles, cables and voltage, etc.
9. Spot levels on appropriate grid and contours.
10. Highest Flood Level of existing water bodies and any river with in vicinity of 2 km of Scheme Boundary.
11. Notify the Authority of any deviations in Scheme Boundary as exists on the cadastral maps and demarcation carried out by the deputed revenue officials at Site. In case of deviations, resolve the issue in consultation and as advised by the Authority.
12. Establishment of Temporary Bench Marks at site and their marking on drawings.
13. Permanent bench mark / reference point should be mark properly at site as well as drawing.

Notes:

1. Topographic Survey shall be executed using a calibrated Total Station Equipment
2. The closing error in traverse shall not exceed one in twenty five thousand (1:25000) in terms of length or  $L \sqrt{N}$  seconds total in angular measurement whichever is less (where L is the least count of the instrument and N is the number of stations)
3. Linear measurement accuracy shall be limited to a deviation of 5 cms per Km. i.e 20000 accuracy. Since the bearing distance of the observed points are known

by the Total Station, Co-ordinates X,Y shall be calculated with a software version of at least Auto CAD LT 2014.

#### 4. ADDITIONAL/REPETITION OF WORK

For any additional survey work other than those mentioned above or any repetition of work where the repetition is required for reasons other than errors in survey carried out by the consultants shall be paid separately for which, the consultant shall provide Rates in Form **FIN-2**

However, the rates provided here shall not be taken into account for making the financial evaluation of consultant.

Upon Finalization of the one of the options that are proposed by the consultant, the consultant needs to prepare the Master plan for that option.

#### B. Draft Scheme Master (Layout) Plan Stage:

1. Survey superimposed with Cadastral maps [Khasra] on a scale not less than 1:10,000. Any discrepancies in the Cadastral maps and ground markings shall be resolved as mentioned in B.11 above.

2. Incorporate and update all Khasra tabulations including those for individual sectors. All relevant land information made available subsequent to submission of Preliminary Scheme layout plan must be incorporated in the tabulations and layouts at this stage.

1. Draft tabulation of land areas for each sector proposed based on:

Tabulation of land area statement to include existing sold plot number (if available) / name of land owner and area of land in each land account.

[Authority shall provide verified copies of all relevant land Records required by the Consultant to prepare the Scheme.]

2. (a) Draft [proposed] Layout plans of each sector with reconstituted plots [Based on Land Pooling model], proposed sector roads, road widths, open/green spaces & utilities, plot for the economically weaker sections as mandatory or special relaxations provided thereof by theGoCG and land use analysis statement all based on planning norms proposed in the Raipur Development Plan ['Punarvilokit'] 2021 as per the said act or special relaxations provided thereof by theGoCG and provisions as laid



down in the Chhattisgarh Bhumi Vikas Adhiniyam, 1984, and The National Building Code Of India, 2005. [Scale 1:2000]. The sector layout plans must clearly indicate plot[s] proposed to be retained by the Raipur Development Authority in the Infrastructure development Land pool.

(b) Draft reconstituted and other types of plot allotment to individual land-owners existing in the scheme area based on draft area tabulation and valuation charts.

(a) Draft plan showing sector level infrastructure and services plans [Scale 1:4000] with revised cost estimate for each infrastructure / service component.

(b) Draft sector wise computation of **Form xvi** of the Chhattisgarh Town and Country Planning Rules, 1975 for each land title holder.

(c) Preparation of Techno-financial feasibility report. This shall include an assessment of market rates of developed/undeveloped lands in the vicinity of Scheme boundary as also a judicious assessment of area of Land that may be required to be acquired under land acquisition.

3. Incorporation of all /any revisions proposed as a result of discussions or appraisals or scrutiny of the proposals submitted at the draft stage and submission of 'Draft Scheme Master Plan' for approval
4. Assistance in obtaining statutory approvals, if any.
5. Assist the Authority and Committee constituted by the Authority under section 50[4] of the Chhattisgarh Town and Country Planning Act, 1973 with / wherever Technical inputs are required by the Authority or the said Committee.

**(C) Final Scheme Master Plan:**

- [1] Incorporate all decisions of the Authority and submit:
  - [a] **Tabulation of land area statement to include existing sold plot number (if available) / name of land owner and area of land in each land account.** [Authority shall provide verified copies of all relevant land Records required by the Consultant to prepare the

Scheme.]

Draft tabulation of land areas for each sector proposed based on:

- (ii) Title of kind as available through updated and verified land records.
- [b] Final [proposed] Layout plans of each sector with reconstituted plots [Based on Land Pooling model], proposed sector roads, road-widths, open/green spaces & utilities, plot for the economically weaker sections as mandatory or special relaxations provided thereof by the GoCG, and land use analysis statement all based on planning norms proposed in the Raipur Development Plan [‘Punarvilokit’] 2021 and provisions as laid down in the Chhattisgarh Bhumi Vikas Niyam, 1984, and The National Building Code Of India, 2005. [Scale 1:2000]. The sector layout plans must clearly indicate plot[s] proposed to be retained by the Raipur Development Authority, in the infrastructure development Land pool.
- [C] Final [proposed] reconstituted or other types of plot allotment to individual land-owners existing in the scheme area based on draft area tabulation and valuation charts.
- [d] Final [proposed] plan showing sector level infrastructure and services plans [Scale 1:4000] with revised cost estimate for each infrastructure / service component.
- [e] Preparation of Techno-financial feasibility report. This shall include an assessment of market rates of developed/undeveloped lands in the vicinity of Scheme boundary as also a judicious assessment of area of Land that may be required to be acquired under land acquisition.
- [2] Incorporation of all /any revisions proposed as a result of discussions/ appraisals / scrutiny of the proposals submitted at the Final stage and submission of 'Final Scheme Master Plan ' for approval.
- [3] Assistance in obtaining statutory approvals.

- [4] Project report incorporating approved techno feasibility report. Stage I estimate based on all relevant drawings and details (s) required for all statutory approvals.

#### **(D) Transportation plan**

**The bidder Shall make all efforts to utilize the existing Road Network.**

1. Linkages /network and terminals for goods and passenger movement at the sector level.
2. Detail road network.
3. Proposed road cross –sections based on IRC standards and MoSRTTH guidelines and relevant international standards.
4. Delineation of area[s] for Bus Terminals & stoppages
5. Proposals for vehicle parking (s)
6. Proposals for service corridors to lay service/ utility lines.

#### **(E) Drainage plan**

1. Linkages and network plans [Scale 1:20000] for storm water drains including internal, peripheral drains and main channels up to available outfall[s].

**(F) Water Supply and Sewerage (Authority shall decide whether the sewerage system is required or not at later stage)**

1. Index plans [Scale 1:20000] indicating the proposed alignment of conveying mains and distribution network based on demand based supply system.
2. Network plans [Scale 1:20000] for sanitary sewers including trunk and branch lines and main lines up to location of Sewage Treatment Plant[s].
3. Network [Scale 1:20000] for Treated Sewage Effluent [TSE] lines including

trunk and branch lines and main lines from Sewage Treatment Plant[s] .

**(G) Power supply infrastructure(Power network shall be Overhead).**

1. Indicate Load norms to be adapted for calculation of power requirement for different land use zones.
  - (a) Residential; watt/sqm
  - (b) Social & Public utilities watt/ sqm
2. Location of sub-station (s) and area covered by each sub-station.
3. Index plan indicating power distribution network.
4. Plan indicating proposals for street & area Lighting and arrangement and type of lighting proposed eg. Linear; one side, opposite staggered or central verge) Sodium mercury fluorescent, metal halide, LED, Solar , etc.

**(H) Solid Waste Disposal**

1. Estimation of MSW generation for various land uses zones.
2. Index map showing location of dust bins and collection points.

**Stage 2 : Detail Project Report Stage and GFC stage**

**Part A: DPR Stage**

The Technical Consultant are required to take up the stage II of the works to be executed by them under the scope of this Agreement upon explicit written directive to the effect for the preparation and submission of a particular Detail Project Report (DPR) by the Raipur Development Authority, through The Chief Executive Officer.

Each written directive for the preparation and submission of a particular DPR shall detail out Technical Consultant's scope of work, the deliverables and the time schedule for submission of these deliverables. This shall be mutually agreed upon, signed by both the Parties and Annexed to this Agreement.

The deliverables shall be both in hard and soft copies. Five copies shall be submitted for each submittal/ drawings. The hard copies of submission shall be in readable format (any standard suitable scale). The soft copy of submission shall be

in a CD well labeled with all the submissions in .pdf file format (Adobe Reader files) or as in the format requested by the Authority. It may be noted that no files shall be submitted in any other format except on a written directive from the CEO, Raipur Development Authority. The submissions shall always be enclosed with a Transmittal sheet which shall summarize the submissions.

### **Soil / Geo-Tech Investigation:**

The Consultant shall carry out Geo-technical investigations through an approved Geo-technical Consultant and submit following reports-

Results of investigation through bore holes carried to a depth of 10 meters with Bore Log reports, Soil Classification, Water Table, Safe Bearing Capacity [SBC], Atterberg Limits, Free Swell Index and CBR values of Soil.

This reporting shall be carried out making bore holes at one bore hole for every 20 Ha. of land and one CBR value for every 5 Ha. of land.

Each of the Soil/ Geo-tech test shall conform to an approved IS method of Soil investigation.

The various DPR to be prepared by the Technical Consultant under the scope of works of this agreement are:

### **5.1. Roads**

5.1.1. The DPR shall include details of Roads proposed in the Raipur Development Plan, 2021[Punarvilokit], and lying within the Town Development Scheme

5.1.2. The DPR shall include reports of Soil/ Geo-tech Investigations for the design of Roads as reported in 4 above.

5.1.3. The DPR shall include drawings depicting the nomenclature and Chainage details of all Proposed Roads, Contour plan, Survey Plan (depicting the Location of Bench Marks [Control Stations] with its GPS coordinates, drawing depicting the location of Bore holes across the SCHEME, location of CBR sample pits across the SCHEME, etc.

5.1.4. The DPR shall include details of Design of Road Crust (Design of Pavement Thickness) and typical Road Cross Sections for each Road type which shall be in accordance with relevant IRC standards/ International Standards where ever an Indian Standard is not available.

- 5.1.5. The Road Cross Sections shall include indicative position for Accommodation of Utilities such as Water Supply line, Storm Drainage conduits, Sanitary Sewer lines, TSE, Telecommunication conduits, Street Lighting, etc. The Accommodation of Utilities in the Road Cross Sections shall be in accordance with IRC publication "Guidelines on Accommodation of Utility Services on roads in Urban Area, IRC 98: 2011 and all other Relevant Indian Standards.
- 5.1.6. The DPR shall include the detailed sheet depicting Finished Road Levels( FRL) and Profile Cutting Levels(PCL), Original Ground Levels(OGI) based on physical survey as available from Scope of Work detailed in Stage 1:[B] at suitable chainage intervals (20m- 25m) for every proposed Road.
- 5.1.7. The DPR shall include a detailed Cost estimate for the proposed Road Infrastructure network by adopting Standard rates for each work from Latest applicable SOR as approved by the Authority. In cases where rates for items, are not available, in any applicable SOR, the same shall be adopted by carrying out a Rate Analysis which shall be approved by the Authority.
- 5.1.8. The DPR shall include a proposed list of approved makes/Vendors.

## **5.2. Storm water Drains.**

- 5.2.1. The DPR shall include all relevant and available rainfall data collected from various sources such as Indian Meteorological Department.
- 5.2.2. The DPR shall include details of all rainfall analysis carried out by Consultant such as intensity of Precipitation, Intensity-Duration-Frequency Relationships, Storm Runoff Estimation etc. The methods adopted in the DPR for all such analysis and Estimation must be in accordance with CPHEEO manuals, Guidelines on Urban Drainage, and all other relevant and applicable Indian Standards.
- 5.2.3. The DPR shall include detailed design of Storm Sewers (Conduits) for the Estimated Storm Runoff. This shall also include network drawings of entire Storm Sewer Network of The Scheme indicating proposed/available outfall[s]. The details provided in the drawing and detailed design sheet shall include but not be limit to, Manhole locations and size, material, manhole cover top levels, connecting pipe material, pipe details (pipe id, connecting manhole numbers, type, diameter(inner /outer), slope, length, direction of flow, etc.

5.2.4. The DPR shall include Standard Drawings for each manhole type ( shall include but not limit to, inner diameter, outer diameter, depth, excavation , PCC base, Reinforcement details, Manhole Cover details, pipe connection details, height from Manhole base, etc) , Typical Trench Sections for Storm Conduits/Sewers(furnishing all relevant details of backfill material, excavation depth, Trench Slope, cushion, PCC base etc) Kerb Inlets, typical drawing showing various connections between Kerb inlets and Manholes. These drawings shall be in accordance with relevant Indian Standards / International Standards where Indian Standards are not available and other relevant Guidelines.

5.2.5. The DPR shall also include a detailed Estimate for Storm Sewer Network infrastructure by adopting standard Rates for each item of work as per latest applicable SOR approved by the Authority. In cases where rates for items, are not available, in any applicable SOR, the same shall be adopted by carrying out a Rate Analysis which shall be approved by the Authority.

5.2.6. The DPR shall include a proposed list of approved makes/Vendors

### **5.3. Water Supply infrastructure (Source of Water shall be identified by the Client)**

5.3.1. The DPR shall include population estimation for the Scheme using standard methods of estimation and population prediction in accordance with Raipur Development Plan 2021 [Punarvilokit], or other approved standard methods,

5.3.2. The DPR shall include details of calculation of Water Demand for the Scheme using CPHEEO manual on Water Supply and Treatment and other applicable Standards.

5.3.3. The DPR shall include design of Water Supply Network for the Scheme based on demand based supply system and providing details of supply pipes, (including details such as but not limited to, pipe material, numbers, diameter, length, connecting nodes., pipe cover etc.), Water demand at each node, node levels, location of valves such as Sluice Valve, Air Valve, Double Sluice valve (details of valve such as diameter, type, etc.)..... Thrust blocks, Valve chambers, etc.

5.3.4. The DPR shall also include details of Reservoir locations, capacities, Pumping main details, pipe length, diameter, location etc, Typical Trench Details for

catering Water Supply Pipe with details of Trench size, slope, depth, cushion, backfill material, PCC base, bedding material etc.

5.3.5. The DPR must include a detailed Estimate of entire Water Supply Infrastructure Works by adopting standard Rates for each item of work as per latest applicable SOR approved by the Authority. In cases where rates for items, are not available, in any applicable SOR, the same shall be adopted by carrying out a Rate Analysis which shall be approved by the Authority

5.3.6. The DPR shall include a proposed list of approved makes/Vendors.

**Sanitary Sewer Network and Treated Sewage Effluent Network(Authority shall decide whether the sewerage system is required or not at later stage)**

5.3.7. The design shall be based on decentralized treatment method with gravity flow of the sewage unless the authority approves pumping stations due to site constraints or other limitations.

5.3.8. The DPR shall include a detailed Estimation for quantity of sewage for entire SCHEME, Design of Proposed Collection system, Sanitary Sewers and location, size and construction material for manholes, including details of sewer pipes (such as type, material, diameter, length, connecting manholes, direction of flow, etc.), an analysis of available and preferred treatment Technologies, Treated Water quality parameters, standards, TSE demand for the scheme (from vegetation, fire water demand etc.), Water Balance Chart, Pipe network details, Pipe diameter, type, material, air Valves, sluice Valves, Double sluice valves, proposed list of approved makes/Vendors etc.

5.3.9. The DPR shall include detailed Cost estimate of Sanitary Sewer infrastructure, Sewage Treatment plant, and Treated Sewage Effluent Network Infrastructure work by adopting standard Rates for each item of work as per latest applicable SOR approved by the Authority. In cases where rates for items, are not available, in any applicable SOR, the same shall be adopted by carrying out a Rate Analysis which shall be approved by the Authority.

5.3.10. The DPR shall include a proposed list of approved makes/Vendors.



#### **5.4. Electrical Infrastructure for Overhead System and Telecommunication**

5.4.1. Power supply infrastructure with location of sub-stations and layout and arrangement of power supply cables / conductors with street and area lighting details. The scope will include detailed designing for cables with detail backup calculation including load calculation sheets on any non editable format.), quantification of different items of works, Submission of estimated BOQ, including detail specifications. The work shall include, but not be limited to

5.4.1.1. Detail Specification, Details of required Civil Works including equipment foundations, Estimates, BOQ and proposed list of approved makes/Vendors.

5.4.1.2. Electrical services layout and offset as per road section indicating utility offsets etc. Cable trench details, size, slope, with bedding material, backfill material, etc.

5.4.1.3. Transformer Yard Earthing and Section Layout.

5.4.1.4. Cable Schedule including Trench details.

5.4.1.5. Feeder Pillar and HVS specification.

5.4.1.6. Single Line Diagram (SLD)

5.4.1.7. Transformer Layout drawing and other relevant details.

5.4.2. Network plan[s] for telecommunication conduits, including details of conduit material, sizes, location and standard drawings for chambers, trench details, backfill materials, bedding material, trench size, slope, cushion, etc.

5.4.3. The DPR shall include detailed Cost estimate of Electrical and Telecommunication Infrastructure work by adopting standard Rates for each item of work as per latest applicable SOR approved by the Authority. In cases where rates for items, are not available, in any applicable SOR, the same shall be adopted by carrying out a Rate Analysis which shall be approved by the Authority.

#### **Part B: GFC stage**

1. The Scope shall include:

1.1. Release of Stake out Coordinates for all Scheme and Sector Level Roads including coordinates of all Reservoirs, Transformer yards, STPs gardens, etc. Each GFC shall be prepared on approved OGL records made

available by the Authority.

**1.1.1. Release of coordinated Good for Construction [GFC] drawings. Each coordinated Good for Construction drawings shall be released only after all conflicts between various services/lines and House/Plot/Land Parcel connections have been resolved.**

**1.1.2. Roads.**

1.1.2.1. The drawings and details shall include L-sections incorporating approved Original Ground Level [OGL] records taken jointly by Authority and the Contractor.

1.1.2.2. Typical Cross Section of all the roads with location of Utilities and service lines, Street Lighting poles etc.

1.1.2.3. Details of all junctions, median openings, kerb types, road crossings [ for utilities and services], bus bays, street furniture, safety measures, road markings, location of road signages, detailed road geometry ,etc. all complete for execution of work at site.

**1.1.3. Storm drainage network**

1.1.3.1. The drawings and details shall include all network plans indicating pipe sizes, location and type of manholes, pipe inverts, manhole inverts, pipe lengths, location and type of kerb inlets and chambers, details of connecting pipes from kerb inlet chamber to manholes, complete trench details including backfill material etc all complete for execution of work at site.

**Water Supply Network**

1.1.3.2. The drawings shall include details shall include all network plans indicating pipe sizes, location and type, Water demand at each node, node levels, location of valves such as Sluice Valve, Air Valve, Double Sluice valve (details of valve such as diameter, type, etc.) Thrust blocks, Valve chambers, etc. all complete for proper execution of work at site

- 1.1.3.3. Details of Reservoir locations, capacities, Pumping main details, pipe length, diameter, location etc, Typical Trench Details for catering Water Supply Pipe with details of Trench size, slope, depth, cushion, backfill material, PCC base, bedding material etc. The detail shall also include demand based supply system with pump capacities, SCADA etc all complete for proper execution of work at site.
- 1.1.3.4. House/Plot/Land Parcel connection details such as pipe size, length, invert levels, location[ road no, chainage / coordinates], and the step at which the connection has to be laid in the sequence of execution of works, etc all complete for a proper execution of work at site.

**Sanitary sewer Network(Authority shall decide whether the sewerage system is required or not at later stage)**

- 1.1.3.5. The drawings shall include details shall include all network plans indicating pipe sizes, location, type, invert levels, manhole locations[ road, chainage], manhole size and type etc all complete for proper execution of work at site.
- 1.1.3.6. House/Plot/Land Parcel connection details such as pipe size, length, invert levels, location[ road no, chainage / coordinates], connecting manholes, and the step at which the connection has to be laid in the sequence of execution of works, etc all complete for a proper execution of work at site.
- 1.1.3.7. Location and other relevant details of pumping station[s] if any.
- 1.1.3.8. A study of available treatment technologies and recommendation on adoption of a technology for the sewerage treatment plant[s].

**Treated Sewage Effluent Network(Authority shall decide whether the sewerage system is required or not at later stage)**

- 1.1.3.9. The drawings shall include details shall include all network plans indicating pipe sizes, location, type, connecting nodes, , node levels, location of valves such as Sluice Valve, Air Valve, Double Sluice valve (details of valve such as diameter, type, etc.) Thrust blocks, Valve chambers, etc. all complete for proper execution of work at site
- 1.1.3.10. Garden/Landscape/green verge irrigation connection details such as location, size, type, material etc all complete for Execution of Work at site
- 1.1.3.11. Recommendations, provisions, detailed design and drawings for disposal of any excess TSE.

#### **1.1.4. Electrical Infrastructure. (Shall be designed for Overhead System)**

- 1.1.4.1. The drawing shall include Electrical services layout and offset as per road section indicating utility offsets etc. Cable details, size, etc., transformer Yard Earthing and Section Layout.  
  
Cable Schedule including Feeder Pillar and HVS specification, Single Line Diagram (SLD), Transformer Layout drawing, Road crossing details (Layout of conduit pipes buried under roads for cable crossings), detailed Engineering drawing of Substation[s], Foundations and other relevant details including trenching details for transformers feeder pillar, LT kiosk etc all complete for proper and complete execution of works at site.
- 1.1.4.2. House/Plot/Land Parcel connection details such as pipe size, location [ road no, chainage / coordinates].
- 1.1.4.3. Street lighting details including Street Lighting cable Schedule etc all complete.
- 1.1.4.4. Complete details for service connection for Public utilities such as STP[s] and Reservoir[s].

#### **1.1.5. Telecommunication Infrastructure**

- 1.1.5.1. Network plan indicating pipe dia, material, layout of telecommunication conduits, Junction/ Chamber details [ location, type] , provision for House/Plot/Land Parcel connection details such as pipe size, location [

road no, chainage / coordinates], trench details etc all complete for proper execution of works at site.

**Part C :**

To execute final plot demarcation of reconstituted plots and other areas etc. at site based on approved plans. The consultant shall be responsible for providing all necessary survey instruments, skilled and other staff and labor required for executing the demarcation.

**6.5 CONSULTANT TEAM REQUIREMENTS AT RAIPUR**

**[A] Team to be placed in Raipur during the Tenure of agreement**

TC, while drawing its knowledge and professional resources from the core strength of the organizations, shall however provide the services of the TC partly through a Technical team located at Raipur as mentioned in the RFP. The Technical Consultant **has to set up an office in Raipur and must locate A Selected team at Raipur for the entire duration of Agreement.**

Description of Minimum Team Requirements which is to be located at the Raipur

S no.	Description of Team Member	Min. Qualification	Required No	Experience( min)
1	Team Leader	B.E./ B.Tech./B.Arch.	1	10 years
2	Urban Planner	M.Arch. (Planning)	1	5 years
3	Architect	B.Arch.	1	2 years
4	Civil Engineer	B.E./ B.Tech.	1	7 years
5	Civil Engineer	B.E./ B.Tech.	1	3 years
6	Electrical Engineer	B.E./ B.Tech.	1	2 years
7	Surveyor	Dip. CIVIL	1	3 years
8	Draftsmen	ITI DM Civil / ITI DM Arch	2	----
9	Computer Operator	-----	2	
10	Additional Support Staff	-----		

Minimum office furnishing details for the office to be set up in Raipur

S no.	Description of Facilities	Numbers
1	Personal Computers/ Laptops	10
2	Licensed Required Software	as req.

RFP for Selection of a Technical Consultant for PROVIDING COMPREHENSIVE PLANNING AND ENGINEERING SERVICES FOR SWAGAT VIHAR AND NEW SWAGAT VIHAR SCHEME (Parts of Village Dunda, Sejbahar and Boriyakala)

3	Total Station	1
4	Other Basic Surveying Accessories	As req.
5	Plotter (min A1 Size)	1
6	Printer (min A3 Size)	1
7	Fax machine	1
8	Broadband Enable Office / Wi- FI	

## SECTION 7- STANDARD FORMS OF CONTRACT

**Appendix J**

**DRAFT CONSULTANCY AGREEMENT**

An AGREEMENT made this day \_\_\_\_\_ of (month)\_\_\_\_\_,2016, between **RAIPUR DEVELOPMENT AUTHORITY, RAIPUR [C.G.]** (hereinafter called "The client"), which expression shall unless repugnant to the meaning or context thereof shall mean and include the successors and permitted assigns on One Part

AND

\_\_\_\_\_, having its office \_\_\_\_\_ (hereinafter called the "Technical Consultant"), which expression shall unless repugnant to the meaning or context thereof shall mean and include its successors and permitted assigns on the Other Part.

WHEREAS

The Raipur Development Authority, Raipur, proposes to take up a Town Development Scheme \_\_\_\_\_(name of the Scheme) , in accordance with the Chhattisgarh Town and Country Planning Act, 1973 and the Raipur Development Plan, 2021[Punarvilokit],[Punarvilokit], an area covered by Parts of the Villages (Herein after referred to as the "Project") and has selected M/S\_\_\_\_\_ as the Technical Consultant for providing for **PROVIDING COMPREHENSIVE PLANNING AND ENGINEERING SERVICES FOR SWAGAT VIHAR AND NEW SWAGAT VIHAR SCHEME** (Parts of Village Dunda, Sejbahar and Boriyakala)for the said project, through the selection process based on RFP dated 11.11.2016.

The Authority has selected the Technical Consultant and the Technical Consultant has agreed to prepare the said Scheme as described in Chhattisgarh Town and Country Planning Act, 1973 and based on "Reconstitution of Land' method for the Client on the terms and conditions hereinafter appearing.

The Technical Consultant has warranted that for day to day execution of the Scope of Work as mentioned here in after, he shall set up an office in Raipur as described in Clause\_\_\_\_\_ of this agreement, if the said selected consultant does not already have an office in Raipur with the Requisite facilities and Manpower as mentioned in the said clause.

Based on the above warranty of the Technical Consultant, the Client is desirous of appointing the Technical Consultant and the Technical Consultant is desirous of acting as the Technical Consultant for the Project and providing services on the terms and conditions hereinafter contained.



IT IS NOW AGREED BY AND BETWEEN THE PARTIES HERETO AS: FOLLOWS:

The Client appoints M/s\_\_\_\_\_ as Technical Consultant for preparing a Town Development Scheme [the Project] and the Technical Consultant hereby accepts such appointment.

### **1.0 Technical Consultant scope of work and obligations:**

In consideration of the payments to be made to the Technical Consultant by the client as hereinafter provided, the Technical Consultant shall carryout and complete, to the satisfaction of the client, services pertaining to preparation of Swagat and New Swagat Scheme [The Project] including collecting all necessary data from the client, fixing the scheme boundaries; if required superimposing the Raipur Development Plan, 2021[Punarvilokit], proposals and the relevant cadastral map on the scheme area; preparing revised draft and final layout plans for the Scheme and reconstitution of land in the scheme area keeping necessary provisions for infrastructure and amenities with minimum affect on the Plot layout or as laid down in the Raipur Development Plan, 2021[punarvilokit]; the Chhattisgarh Town and Country Planning Act, 1973, the Chhattisgarh Bhumi Vikas Niyam, 1984, the National Building Code Of India, 2005, and all Applicable Codes and Indian standards, making all necessary area, valuation and other calculations for final plot allotment, preparing detail project reports including details, specifications and estimates ,for all infrastructure development Works proposed in the Project and execute final land demarcation on the project land subsequent to final publication of the scheme. The obligations of the Technical Consultant must meet all the provisions of The Chhattisgarh Town and Country Planning Act,- 1973, The Chhattisgarh Bhumi Vikas Niyam, 1984; The Raipur Development Plan, 2021[Punarvilokit], all relevant and applicable Indian Standards and Codes and make a judicious use of standard planning norms for an efficient use of the Project land in preparing the Swagat and New Swagat Vihar Scheme based on "Reconstitution of Land' method, and in particular.

1.01To receive the employer's brief for development of the project and to collect all necessary land data from the client.

1.02Based on the Surveyed Area and the list of Plot owners which will be provided by the Authority, Prepare a revised draft and Final Layout.

1.03While preparing the revised layouts, the consultant shall strive towards keeping the cost of development minimum. The possibility utilising the existing infrastructure and layout may be explored and considered.

1.04If additional investigations are required, carry out necessary Primary and Secondary Surveys of the Project Land and its immediate surroundings.

1.05Two options may be explored while preparing the revised layout 1) Consider the total area that was allotted to the plot owners as per the list provided by the Authority. In this case the number of plot owners may be reduced. 2) Finalize the number of plot owners as shown in the list provided by the Authority and distribute the area. In this case the plot area may be reduced.

1.06 Formulate an allocation policy.

1.07 To prepare sketch design(s), tabulation of all revenue land records [khasra], area calculations and financial statements for reconstitution of land and stage I estimates [Preliminary cost estimates based on unit rates for development works] based on employers brief and the data supplied to them by the client.

1.08 Discuss the sketch design(s), reconstitution of land tabulation and stage I estimate [preliminary cost estimates based on unit rates for development works] proposed with the employer.

1.09 On the basis of discussions, and if required, make modifications in the sketch design(s) and submit for approval, the Preliminary Swagat and New Swagat Vihar Scheme along with reconstitution of land tabulation, revised stage I estimates [Revised preliminary cost estimates based on unit rates for development works], land use distribution table, reservations for EWS and Land Pool if Required for financing the Infrastructure development, and financial model of the Scheme considering Self financing model for the Project.

1.10 Discuss the Preliminary Scheme with the Client and make suggested changes in the Preliminary Scheme, if necessary. On approval of the Preliminary Scheme, prepare the Draft Scheme Layout for the as required under The Chhattisgarh Town and Country Planning Act, 1973, including reconstitution of land tabulation and prepare all necessary Layouts and other drawings etc. for approval of the Scheme by the concerned Authorities as per the said Act. The Draft Scheme shall include stage I estimates, land use distribution table, reservations for EWS and Land Pool Required for financing the Infrastructure development, and financial model of the Scheme considering Self financing model for the Project. The consultant must evaluate a strategy and assessment for recovering the cost of the development from the Project itself. Prepare the financial model of the scheme on this assessment.

1.11 To study the recommendations made by the Committee constituted by the Authority as in 1.07 above, suitably modify the Draft Scheme, and prepare the Final Layout for the Scheme including the reconstitution of land tabulation and prepare all necessary Layouts and other drawings etc. for Final Approval of the Scheme as described in the said Act. The Final Scheme shall include updated stage I estimates [Revised cost estimates based on unit rates for development works], land use distribution table, reservations for EWS and Land Pool Required for financing the Infrastructure development, and financial model of the Scheme considering Self financing model for the Project. The consultant may, at this stage again revise his assessment of the area of land that may be required to be acquired under land acquisition and prepare the financial model of the scheme on this revised assessment.

1.12 Carry out Soil / Geo-tech Investigation. This shall include soil investigation through bore holes carried to a depth of 10 meters with Bore Log reports, Soil Classification, Water Table, Safe Bearing Capacity [SBC], Atterberg Limits, Free Swell Index and CBR values of Soil. This reporting shall be carried out making bore holes at one bore hole for every 20 Ha. of land and one CBR value for every 5 Ha. of land. However, the Technical Consultant is required to commence Soil/Geo-tech Investigation only upon an explicit written directive from the RDA to do so.

1.13 Collection of All necessary and available Rainfall data from Indian Meteorological Department and Submission of the same.

1.14 Prepare and submit draft Detail Project Reports for each scheme infrastructure component. Discuss the same with the client and incorporate any modifications suggested. However the

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Technical Consultant is required to proceed to the Detail Project Report stage only upon explicit: written directive from the RDA to do so.

1.15 Finalize the Detailed Project Reports for the various project infrastructure components and submit same to the client.

1.16 Demarcation of Scheme Boundary, Final Plot Demarcation and Stake Out.

1.13.1. Assist the Client in marking the Scheme boundary by providing necessary Survey personnel and instruments to carry out the demarcation.

1.13.2. Execute final plot demarcation on Project land. All necessary staff and material including all survey instruments for plot demarcation shall be arranged by the Technical Consultant. The client shall, however deploy its technical staff for verifying the plot demarcations at site. Any delay in demarcation at site due to reasons of land dispute[s] shall be duly taken care of by the client and the Technical Consultant shall not be held responsible for failure/delay to carry-out final plot demarcation in all such cases of land disputes. Technical Consultant may raise their bills for final plot demarcation if the client is not able to effectively resolve all land disputes that are causing delay in executing their part of the work upon completion of one month from the date the dispute is brought to the clients notice in writing. The Client shall make payments to the Technical Consultant for final plot demarcation on a proportionate basis, withholding only amounts for the plots that have not been demarcated.

1.13.3 The Consultant shall release Stake out Coordinates for All Roads in the Scheme and assist the Authority in verifying the Accuracy of the Stake out pegs erected by the Contractor.

1.14 To supply any other details that may not have been referred to above but are necessary for the proper preparation of The Scheme and preparation of various Detail Project Reports for the infrastructure proposed under the scheme.

1.15 To render all professional service(s) in the matter of proper preparation of the Scheme and the Detail Project Reports thereof and to request / attend conferences and meetings with the Client and other agencies, Govt Bodies and its representatives, as and when required and scheduled.

1.16 Help employer to coordinate the various Project activities and to solve related problems, if any.

1.17 To carry out Periodical Site visits so as to ensure (a) that works being executed at site are coherent and in accordance with designs, (b) to assist Authority in resolving construction related problems if any. This shall however not mean day to day monitoring, quality control and supervision of the Project. The expected frequency of site visit shall be once a fortnight on an average. Any visits required by the Authority in excess of this average frequency shall be deemed as additional work for which the Technical Consultant may claim additional site visit charges.

The consultant may acquaint the Authority with his observations regarding adherence to designs and quality being executed at site if he deems that such reporting is in the best interest of Project.

1.19 Technical Consultant's scope of work, as detailed in annexure I hereto has been broadly divided in two stages: Stage 1- Planning Stage (Preparation and Approval of the Draft and Final Layout plan. and Stage 2- Preparation of Detail Project Reports.

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Technical Consultant shall proceed to stage II of works only upon explicit written directives from the RDA to proceed with the preparation of a particular Detail Project Report. Each such written directive from the RDA shall only be for preparation and submission of a particular Detail Project Report [hereinafter referred to as 'DPR'] for a specific project infrastructure component and the Technical Consultant shall proceed with the preparation and submission of that particular DPR. The Raipur Development Authority reserves its right to proceed, in parts, to stage 2 of the work only when it deems the same has become necessary as a consequence of its decision to cause different scheme infrastructure development works on project land.

1.20 Each Written directive from the RDA for preparation and submission of a particular DPR shall detail out mutually agreed deliverables from the Technical Consultant as also the mutually agreed time duration for submission of each deliverable. Each such written directive from the Raipur Development Authority shall be signed by both the parties and shall be appended to this agreement as annexure to this Agreement. All such annexure shall be read with, and become an integral part of this Agreement.

## **2.00 Responsibilities of the client:**

2.01 The Client shall furnish cadastral maps [revenue survey [Khasara] plans] and updated land holding details and records to the Technical Consultant.

2.02 Client shall furnish copy of all details of land holdings in the project land, [owner, revenue survey number with latest available subdivision and corresponding land/plot areas].

2.03 Client shall furnish land rates as applicable and available from Guidelines issued from Deputy Registrar's office, Raipur, [CG.] , or any other applicable land rates in the project area that the Authority deems appropriate for adoption for preparation of the Scheme.

2.04 Client shall furnish certified copy of all approved Layouts [Layouts approved by The Deptt. of Town & Country Planning, Raipur] on the project land.

2.05 Issue all public notices as laid down in the Chhattisgarh Town and Country Planning Act, 1973.

2.06 Keep the Technical Consultant informed on decisions made by the committee constituted under Section 50 [4] of the Chhattisgarh Town and Country Planning Act, 1973, so that Technical Consultant may immediately incorporate necessary changes in the Scheme.

2.07 Client shall undertake the execution of all necessary administrative and legal procedures for final plot allotment under the project.

2.08 Client shall take responsibility of all/any land disputes on project land and resolve these in

whatever legal procedures it deems appropriate.

2.09 Client shall take full responsibility to arrange for and coordinate with the Revenue officials required for demarcation of the Scheme boundary. It shall also be client's responsibility to arrange all necessary pegs and labor for marking the scheme boundaries and fixing the pegs at site.

2.10 Client shall take full responsibility and make suitable provisions to ensure the Safety of Bench Marks, Scheme Boundary pegs, Plot Boundary markers, Plot Markers, Stake out pegs etc. at site.

2.11 When changes in Detail Project Report[s]/Layout Plans are required after approval and due to reasons beyond control, the Client may inform the Technical Consultant to do so and the Technical Consultant shall revise the Details Project Report/ Layout [including Tabulation of Final Plot Allotment etc] in consultation with the client. But for all such services, the Technical Consultant shall be entitled to claim extra charges as mutually agreed upon before making such changes as detailed in Clause 7 hereunder.

2.12 Client shall make timely payments to the Technical Consultant.

The client shall endeavor to clear Technical Consultant's bills within twenty one days after having received them. Failure on the part of the Client to make necessary and timely payments may cause delay in deliverables from the Technical Consultant for which the Technical Consultant shall neither be held responsible nor penalized for the same.

### **3.00 Technical Consultant fee and mode of payment:**

3.01 The fee payable to the Technical Consultant for services to be rendered under this Agreement shall be \_\_\_\_\_ of the cost of Project \_\_\_\_\_

3.02 The fee payable to the Technical Consultant, as detailed above shall be payable in stages as laid down hereunder.

3.03 Each payment shall be subject to all standard deductions including all applicable taxes, duties, levies etc. However, Service Tax at applicable rate shall be paid separately to the consultant by the Client with each invoice.

### **[A] Stage I: Reconstitution of land:**

Total fee for services rendered during Stage I of the work shall be limited to 30 % of the total amount payable to the Technical Consultant.

[25% X approved percentage rate% = \_\_\_\_\_% of the total project cost] This amount shall be payable in sub-stages as under:

STAGE I	DELIVERABLES	PERCENTAGE OF TOTAL FEE PAYABLE
SUB STAGE 1.1 : SURVEY [The fee at this stage shall be calculated by adopting initial project cost as defined in_____]	a) On Completion of Works detailed at stage_ Appendix 1	01 % of Total Payable fee[less payment already made].
	b) On completion of Data Collection from site	02.5% of Total Payable Fee[less payment already made].
	c) On submission of Contour Plans in Hard and soft copy with all details as indicated in_____ Appendix 1	05.0% of the Total Payable Fee[less payment already made].
SUB-STAGE 1.2 PRELIMINARYSCHEME LAYOUT STAGE	[a] On approval of the Preliminary Town Development Scheme by the Raipur Development Authority	08 % of the total fee payable [less payment already made].
SUB-STAGE 1.3 DRAFT Master Plan SCHEME Layout STAGE	[a] On approval of the Draft Master Plan Scheme (Layout) [for draft approval from concerned Authority] including all necessary statements	15 % of the total fee payable [less payment already made].
SUB-STAGE 1.4 FINAL Master Plan SCHEME Layout STAGE	[a] On approval of the Final Master Plan Scheme (Layout) [for draft approval from concerned Authority] including all necessary statements	30 % of the total fee payable [less payment already made].

**[B] Stage II: Detail Project Report [DPR] and Project execution:**

Total fee for services rendered during stage II of the work shall be limited to the balance 80% of the total amount payable to the Technical Consultant. This fee shall be paid for each infrastructure development component in Sub-stages as detailed hereunder:

STAGE II	PARTICULARS	% OF TOTAL FEE PAYABLE
Sub-stage 1	On submission of Soil Investigation/ Geo-tech reports	02%
	On submission of Draft DPR	08%
Sub-stage 2	On submission of Final DPR	10%
Sub-stage 3	On Technical Sanction of the Final DPR	05%
Sub-stage 4	On issue of work order for work contract to contractor	10%

Sub-stage 5	On submission of Stake out Coordinates	3%
	On Submission of GFC drawings * in parts	7%
	During execution of work, proportionate to work execution & based on contractors approved/certified bills	20%
Sub-stage 6	On final Plot demarcation	03%
	On submission of operation & maintenance documents including its schedule and submission of set of 'as-built' drawings and other relevant documents	02%
Total		70%

**Note:** RDA retains the right to reduce the scope of Services in Stage II works, in such case the consultant will be paid for the work done until that Stage.

3.03 [A] The payments to the Technical Consultant during various stages and sub-stages are on account payments and shall get adjusted in the final payment.

3.03 [B] Security Deposit [SD]: 5% amount shall be deducted from each running bill as Security Deposit. The same shall be released after expiry of this agreement within a maximum period of three months. The Technical Consultant may produce an F.D.R. pledged to C.E. O., R.D.A. Raipur in equal amount in lieu of the said S.D. This shall be permissible only upon completion of sub stage 1 of (stage 1) of schedule of Payment.

3.04 Initial project cost shall mean a project cost as envisaged by the Authority before any estimates have been prepared by the Technical Consultant. In the Initial Stages, The fee payable to the Technical consultant shall be calculated by adopting a unit rate of Infrastructure development Works @ Rs. 1, 00, 00,000/ Ha. (INR)(Rupees one Crore per hectare scheme area).

During stage I of the works the cost of project shall include all civil construction, mechanical equipment, electrical and electronic equipment, cost of landscaping, graphic signage and all such items on which Technical Consultant render professional services or are include in estimates. Cost of land shall not form part of the 'cost of project' for the purpose of calculation of Technical Consultant's fee. The Fee during this stage shall be calculated on the latest available cost of the works.

3.05 During Stage II of the works, the Technical Consultant payable fee shall be calculated on the latest available cost of the work for each project infrastructure development component. The latest available cost of the project components shall initially be the estimates submitted along with the Draft DPR followed by the detail estimates submitted with the final DPR On commencement of work at site, the payments made to the contractor shall form the basis of calculation the Technical Consultant's payable fee. However any deduction made in the contractors bills on any account whatsoever shall not be taken into account for preparing the Technical Consultant bills and related payments. After the execution of the work the final cost of works shall be the final executed cost of works as available from the contractor's bills.

In case of any dispute arising in contractor's bills, the amount payable to the Technical Consultant shall not be put on hold. The Technical Consultant shall be paid on the basis of final bills prepared by the Authority. This shall however be on account payment to the Technical Consultant and upon settlement of contractors despite (if any) the fee payable to the Technical Consultant shall be made final.

3.06 On account payments may be made during the progress of Technical Consultant work in any of the above stages when Technical Consultant raises part bills for any stage based on the quantum of work done in that stage even though that stage may not have been fully executed. However all such payments shall be based on approval from the Chief Executive Officer, RDA.

3.07 In case only a part of the project is continued beyond any stage the deductions for payments made against earlier stages shall only be in respect of the proportionate cost of the said continued part of the project and no deductions shall be made for works completed by the Technical Consultant during the earlier stages of the works, or part thereof, in respect of the discontinued part of the project.

3.08 The activity sheet for the consultancy services under various stages is as per annexure I, which shall be binding and forms part of the agreement.

3.09 For any works other than those specifically mentioned either in the foregoing paras or in Annexure I [ 'Scope of work and Deliverables' ], fee payable for all such works including stage wise payment schedule shall be mutually agreed upon before proceeding with the work and shall be treated as forming part of this agreement.

3.10 The Technical Consultant shall be entitled to be adequately compensated in cases where the client demands changes after approval.

3.11 The fees payable to the Technical Consultant are for consulting works only and are net inclusive of any Government Service Tax.

3.12 Out of pocket expenses:

The Technical Consultant shall be entitled for full reimbursement from the employer for:

- A. Extra copies of drawings (beyond normal four copies).
- B. Land surveys and leveling/contouring, if required to be carried out by the Technical Consultant.
- C. Computer generated animation if required by the client.

#### **4.00 Time Schedule:**

4.01 For Stage II of scope of works the schedule of deliverables shall be mutually agreed upon and Annexed to this Agreement as Annexure-I.

4.02 For Stage I of scope of works, the time schedule for Deliverables during stage 1 of works as



per Agreement-II

### **5.00 Extension of Time**

5.01 If the Technical Consultant shall desire extension of time for completion of any stage of work on any sound and reasonable ground[s], he shall request the client at least one week before the submission of that stage of work, clearly stating the reasons for seeking such extension for requisite submission and the client shall, if in his opinion (which shall be final) sound and reasonable grounds are shown thereof, may authorize such extension as found reasonable.

### **6.00 Penalty for Delay**

6.01 Time allowed for carrying out the submissions/deliverables at various stages of the project shall form Annexure I and shall be appended with the agreement and shall be strictly observed by the Technical Consultant. This time schedule shall be deemed to be the essence of the contract and shall be reckoned from the 15<sup>th</sup> day after the date on which the retainer agreement is executed in order to engage the Technical Consultant.

6.02 The work shall, throughout the stipulated period of Agreement, be proceeded with all due diligence, keeping in view that time is the essence of the contract.

6.03 In the event of Technical Consultant failing to comply with the time schedule of submission, the client may levy on the Technical Consultant fines as described below:

For every delay of a week 0.25% [Zero point two five percent] of total fee payable to the Technical Consultant under the scope of this agreement.

6.04 The total amount of fine any reasons whatsoever under the provisions of this agreement shall be limited to 10% (ten percent) of the value of the total professional fee payable under the terms of this agreement.

6.05 Delays in client's assistance or fulfillment of any of its obligations as ingrained in this agreement shall be duly taken into account while recovering any fine(s) as prescribed above. If the delay has been caused due to delay in required assistance from the client, the Technical Consultant shall not be held responsible for any such delay and shall therefore not be penalized.

Client's assistance as ingrained in this Agreement shall include his responsibility to make timely payments to the Technical Consultant as and when invoice for a particular stage of work or part thereof, has been raised by the Technical Consultant.

### **7.00 Additional Services**

In the event that for whatsoever reason but error on Technical Consultant's part the repetition of Setting up any such site mark occurs, The Technical Consultant is entitled to claim for extra service charges as per rates mutually agreed upon.

When changes in Detail Project Report[s]/Layout Plans are required after approval and due to reasons beyond control, the Client may inform the Technical Consultant to do so and the Technical Consultant shall revise the Details Project Report/ Layout [including Tabulation of Final Plot Allotment etc] in consultation with the client. But for all such services, the Technical Consultant shall be entitled to claim extra charges as mutually agreed upon before making such changes.

7.01 Where additional services are required by the Client or his representative over and above those services herein contracted, or where services are requested for areas not specified in Clause 1 above, the Client shall pay additional fees for such services as the parties may mutually agree before progressing to undertake the said additional work.

### **8.00 Duration of Agreement**

8.01 The appointment of the Technical Consultant shall commence from the date of the execution of this Agreement and shall be terminated upon the Client making final payment of correctly invoiced fees to the Technical Consultant. The duration of the assignment is **for 12 Months**

### **9.00 Termination**

9.01 The Client or his representative may terminate the Agreement in case the Technical Consultant fails to comply with the obligation specified in this Agreement by serving a prior written notice of 30 days to the Technical Consultant.

9.02 The Technical Consultant may terminate this Agreement in case the Client fails to pay its invoiced fees as detailed in clause 3.00.

9.03 In respect of the approved work prepared by the Technical Consultant which is subsequently aborted, cancelled or discontinued due to termination of this Agreement from either party, the Client shall reimburse the Technical Consultant only for completed and for reimbursable expensed incurred, based on the fees in proportion to the work done. Work that is partially complete at the time the work is so aborted, cancelled or discontinued, the client shall pay the Technical Consultant a proportion of the fees due based on the proportion of work carried out.

### **10.0 FORCE MAJEURE**

10.01 Either party shall not be liable for any failure to perform or delay in the performance of any of its obligations where such failure or delay is unforeseeable and due wholly to causes beyond its reasonable control including (but without limitation) fire, war, riots, natural disaster, act of God, utility or energy failure, continuance or furtherance of strikes or any other industrial disputes or any enactment or making of or any change in any applicable law regulation or directive or an interpretation thereof by any relevant authority resulting in the Agreement or

any part of it becoming unlawful or impracticable.

## **11.0 GOVERNING LAW, ARBITRATION**

**11.01** All disputes arising out of or in connection with the interpretation of this Agreement or any clause or provision contained herein or the respective rights, duties or liabilities of the parties hereunder the parties shall endeavor their best to resolve it by mutual discussions. If the same cannot be settled amicably between the parties, then the same shall be settled in conformity with the Arbitration and conciliation Act, 1996 or any statutory amendment or re-enactment thereto. The venue of the arbitration proceedings shall be Raipur [CG.] and the proceedings shall be in English.

11.02 The validity and construction of this Agreement shall be governed and be interpreted in accordance with the laws of India.

## **12.0 General conditions**

12.01 The Technical Consultant shall prepare the Scheme proposals after carefully studying all data made available to them by the client including, [but not limited to]

- A. The Khasra superimposed total station survey of the Project land, with clearly demarcated scheme boundaries and all existing and relevant physical features on the Project land.
- B. All details of land holdings on the project land, [owner, revenue survey number with latest available subdivisions and corresponding areas]
- C. "Bikri Chant" rate of land or any other applicable rate as specified by the client in the scheme area and
- D. All approved Layouts on the project land.

12.02 The Technical Consultant are required to incorporate

- A. All proposals of the Raipur Development Plan, 2021[Punarvilokit], in respect of the scheme area.
- B. All approved layouts made available to them by the client. The approved Layouts must be properly and efficiently coordinated on the project land.

12.03 The Technical Consultant must undertake the reconstitution of the project land in accordance with the various provisions made in the Chhattisgarh Town and Country Planning Act, 1973 and any/all relevant legal provisions not specifically mentioned in this Agreement but are found to be applicable in preparation of the Scheme.

12.04 The Technical Consultant shall keep the client informed about the progress of works and about any important planning decisions taken by them in working out the sector and the Sub-sector layouts.

12.05 The Technical Consultant shall obtain stage-wise approval from the client before progressing from one stage of work to the next stage. While according such approval, the

client shall inform the Technical Consultant of any/all changes that they desire to be incorporated in the scheme and also update the Technical Consultant with any additional information that they may have received regarding land holdings, scheme boundaries, land valuation or any other information relevant to the Project.

12.06 The Technical Consultant shall prepare all drawings, designs, outline specifications and estimate of costs (Stage-I) based on cubic measurements, on areas basis or linear unit. Estimates in the Detail Project Report shall be based on the different schedule of rates adopted by the Authority. In the absence of a particular rate in the aforesaid schedule of rates, the same shall be arrived at by actual rate analysis based on applicable market rates and shall be approved by the client.

12.07 The Technical Consultant shall make necessary changes in their drawings, designs, estimates, land reconstitution statements and valuations as desired by the client before these are approved. Any subsequent revisions desired by the client in drawings, designs, land reconstitution statements and other documents, once approved by the client shall be compensated as additional services rendered by the Technical Consultant.

12.08 Changes may be made in the Project while progressing from one stage to the next, due to availability of new or additional information with the client and intimated to the Technical Consultant or as a result of decisions of the hearing committee during objections/suggestions received from land holders. The Technical Consultant shall not be compensated for any such changes made in the Project as the same has been an important consideration in working out Technical Consultant's fee.

12.09 The drawings, specifications and other documents submitted by the Technical Consultant as part of their obligations under the terms of this agreement are the property of the Technical Consultant whether the project for which they are produced is executed or not. The Client shall neither use these for any purpose other than as prescribed under this Agreement nor lend them to any third party except with a prior explicit written permission of the Technical Consultant.

12.10 The executive control of the work as far as this Agreement is concerned on behalf the Client is subject to the overall control of the Chief Executive Officer, Raipur Development Authority, Raipur to whom the Technical Consultant shall address all communications or in an emergency an oral communication to be confirmed thereafter in writing.

12.11 Except as above, neither the Client nor the Technical Consultant shall assign, sublet or transfer their interest in the Agreement without the written consent of the other party and the Client and Technical Consultant hereby agree to the full performance of the covenants contained herein.

12.12 The Client shall duly consider all sketches, proposals, reports and other documents laid before them by the Technical Consultant and shall intimate in due and proper time frame to the Technical Consultant , any deviation sought to be made by them from the original scheme

and promptly inform the Technical Consultant as to any suggestion or direction with a reasonable time for the execution thereof so as not to delay the work of the Technical Consultant nor to prevent him from producing documents and drawings and discharging all other duties under this Agreement.

### **13.0 Miscellaneous Provisions**

13.01 The headings to clauses of this Agreement are to facilitate reference only, and shall not in any way affect the interpretation hereof.

13.02 If any provision of this Agreement is invalid or unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from a party hereto to the other party hereto and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

13.03 The failure on part of either party to insist upon a strict performance of any of the terms or provisions of this Agreement or to exercise any right or remedy herein contained, shall not in the future be construed as waiver or as a relinquishment of such terms, provisions, right or remedy but the same shall continue and remain in full force and effect.

13.04 No waiver by either party of any provisions hereof shall be deemed to have been made, unless expressed in writing and signed by both the parties.

13.05 No modification, alteration, or amendment of this Agreement or any of its terms or provisions shall be valid or legally binding on the parties unless made in writing and signed by both parties.

13.06 All notices required to be given hereunder shall be in writing and shall be valid and sufficient dispatched by registered airmail, postage, prepaid, or by telex, cable or facsimile.

13.07 Documents and expressions shall be written in English language and based on the Metric System.

**14.01** This Agreement constitutes and represents the entire Agreement between the parties hereto with regard to the subject matter hereof and all matters dealt with herein and supersedes all prior arrangements, agreements or understandings, if any whether oral or in writing, between the parties hereto on the subject matter hereof or in respect of matters dealt with herein.

**IN WITNESS WHERE OF** the parties hereto have executed this Agreement by their duly authorized representatives as of the date first above written.

SIGNED BY FOR AND ON BEHALF OF

Signed by the -----for and on behalf of The Raipur Development, Authority, Raipur [CG.]

Signed by -----for and on behalf of M/S\_\_\_\_\_

Signatures

Name and Address

The Client

The Technical Consultant

Witnessed By:

1.

2.

**RAIPUR DEVELOPMENT AUTHORITY  
TOWN DEVELOPMENT SCHEME**

**SCOPE OF WORK FOR CONSULTANCY AND DELIVERABLES as defined in the above Section in the  
RFP**

**SPECIAL CONDITIONS:**

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1 [A] All engineering designs for the various infrastructure works should be carried out by a recognized designer with relevant experience.

[B] The Technical Consultant must submit all necessary details of the Design Engineer they propose to engage on a particular engineering design job.

[C] All engineering drawings, including all structural drawings and calculations etc. must duly signed by the Design Engineer.

[D] All designs must be in accordance with the various cadal provisions and the National Building Code of India, wherever applicable.

2 [A] In The event the Authority decides that the Engineering Designs, or part[s] thereof, submitted by the Technical Consultant need to be additionally approved from an India Institute of Technology or The National Institute of Technology, Raipur or The Govt. Engineering College, Raipur, the Technical Consultant shall provide all assistance to the Authority in obtaining such approvals shall be fully made by the Authority.

3 [A] In cases where the Authority executes the works on the engineering designs submitted by the Technical Consultant without obtaining approval as in [2] above and the executed works develop faults that are fully attributable to a fault in the engineering designs submitted by them, the Technical Consultant shall be liable for damages incurred by the Authority. The Total amount of damages payable/recoverable from the Technical Consultant due to a failure in a structure or due to a deficiency in the engineering design submitted by them shall however be limited to the full extent of the fee paid to the Technical Consultant. In no case the damages to be paid by the Technical Consultant under this clause alongwith any other clause of this Agreement shall exceed the total paid-up fees to the Technical Consultant.

3. [B] The damages to be paid/recovered from the Technical Consultant as described in 3 [A] above shall be effective only upon a conclusive proof of a failure/deficiency in the engineering design submitted by the Technical Consultant. Such proof of failure/deficiency in the Engineering design submitted by the Technical Consultant must obtained from an academic institute as described in [2] above and the failure/deficiency in all such cases must only be due to a design fault and for and for no other reason whatsoever.





## GENERAL CONDITIONS OF CONTRACT

### 1. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of employer and employee or agent as between RDA and the Consultant. The Consultant, 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. DURATION OF THE AGREEMENT

The duration of the of one year each, with enhancement of 10 (Ten) percent of fees in each year on previous year's fees provided that the services are found satisfactory and further that the enhancement shall be applicable after the completion of second year of the services as per section 6 clause 6.2 (a) & (b)

The Consultant shall commence the Services within Thirty (30) calendar days after the Client has given to the Consultant notice to proceed with the Services.

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.

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

### 3. MODE OF PAYMENT

3.1 The fees as approved under the RFP shall be paid every month on the invoice raised by the TC by the 5<sup>th</sup> day of the next month within 15 days of such invoice being raised. However the first monthly fees shall be paid one month after the deployment of the staff at Raipur. The fees shall be inclusive of the Cost to Company expenses of the experts and employees deployed and overheads and miscellaneous expenses and profit. It shall also be inclusive of all taxes, surcharges out pocket expenses which may be incurred by the consultant towards travel, documentation and communication except those agreed here under.

3.2 The expenses on account of travel in connection with the project support services by team members to the cities other than those cities where Head office or branch office of the consultant companies are located, shall be paid by RDA provided that the travel is made with the prior written approval of CEO, RDA or when the travel has been made as per the written instruction of RDA. However, the eligibility for the travel would be economy class airfare or AC 2-Tier for travel, on actual and the eligibility for lodging and boarding shall be business hotel accommodation, and commuting expenses as admissible to Class I (Jr. Grade) Officer of the State Government. RDA would advance suitable amounts to the staff to undertake the travel, and settle the advances on submission of bills by the staff.

3.3 Travel and accommodation of other senior officials of the company (from their respective offices to Raipur or to other destinations at the request of RDA) shall be reimbursed by RDA on actual.

3.4 RDA shall, at its cost and expense, provide to the TC staff the facilities such as suitable work-place

including workstations, furniture, fittings and stationery, internet connection, data card, memory sticks, Telephone/ Fax, etc. at approved location at Raipur. However, Desktops/ Laptops external hard disks, Printers, scanner photocopier, plotter and software for planning, design, and drawing shall be provided by the TC, and reimbursed at actual by the RDA. At the end of the duration of the contract, including any extensions, all Desktops/ Laptops external hard disks, Printers, scanner photocopier, plotter procured by the TC under this Assignment shall be duly transferred to the RDA. Any item required to be procured by the consultant for the due performance of their obligations under the terms of this agreement, and the item being of a class that has to be handed over to the RDA upon completion of the Contract period shall be got approved by the CEO, RDA before such procurement is made. All such approvals shall be in writing.

**3.5 ACCOUNTS FOR PAYMENT.**

**All payments under this Contract shall be made to the following account(s) of the Consultant:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3.6** The Service Tax, Cess, Surcharge levied on such services shall be payable extra by RDA at the then prevailing rate on every payment made to the TC including travel reimbursement.

**3.7** Income tax as applicable shall be deducted at source from every payment.

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

**4 PERFORMANCE SECURITY**

**4.1** An amount of Five percent shall be deducted from each payment made to the TC during the first year of consultancy and retained as Performance Security which shall be returned after satisfactory completion of the consultancy services. In case the consultancy is continued for further period[s], no deduction shall be made on account of performance security but the retained amount shall be refunded only after the satisfactory completion of the consultancy services, including any extensions thereof.

**4.2** The performance security may also be deposited by the TC in the form of a BG at the time of execution of the Contract Agreement. This BG shall be drawn in favour of the CEO, RDA on a scheduled/ nationalized bank and should equal the performance security that shall be retained by the RDA at the end of one year. The format of such a BG shall be mutually agreed upon before execution of the Agreement.

**4.3** The Performance security may also be replaced by a BG of an equal amount, drawn in favour of the CEO, RDA on a scheduled/ nationalized bank at the end of one year of contract. The format of such a BG shall be mutually agreed upon between the parties.

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

**6. PENALTY FOR DEFAULT**

**6.1** For any reason whatsoever, if any team member remains absent from duty for a cumulative period of more than 30 working days in a year or more than 10 working days at one time, the

consultant shall deploy a personnel of equal or higher qualification and experience under intimation to the CEO. In the event of the failure of the consultant to do so, a prorata deduction in the fees per working day for the member remaining absent and a penalty of 1% (one percent) of monthly fee, shall be made from the payment due. However the penalty clause shall be exercised with utmost restraint.

**6.2** In the event of total default / failure by the Consultant in providing the Services, RDA reserves the right to get the Services executed by any other Consultant at the risk and cost of the Consultant.

## **7. TERMINATION OF THE AGREEMENT**

This Agreement shall be effective on the date hereof and shall continue in full force until completion of the Services or terminated earlier as per the Clause 7.1, 7.2 and 7.3 below:

**7.1** RDA shall have right to review the performance of the TC and if RDA is not desirous of continuation of the services of the TC on ground of unsatisfactory performance or breach of any term or condition of the contract it may terminate the agreement by giving a notice of 90 days and by providing reasonable opportunity to be heard. If RDA terminates the Agreement as a result of a default of the Consultant, the Consultant shall be liable for the extra costs reasonably incurred by RDA in obtaining completion of that part of the Services which remained incomplete as at the date of termination.

**7.2** RDA or the TC may terminate the agreement by giving the termination notice of three months in advance.

**7.3** If RDA terminates the agreement, not as a result of any default by the TC then RDA shall compensate the Consultant for the Services performed till the date of notice of termination but no other claim on any ground shall be allowed.

The communication of termination of this Agreement shall be by means of a written notice ("Termination Notice")

## **8. RESPONSIBILITIES AND OBLIGATIONS OF THE CONSULTANT**

The Consultant shall:

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

## **9. CONFIDENTIALITY AND PUBLICITY**

The Consultant shall treat the details of the output of the assignment and the Services as confidential and for the Consultants own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to RDA or the Services to any other person/

organisation or in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous written consent of CEO, RDA.

## **10. OTHER CONDITIONS**

**10.1** In the event RDA desires the TC to perform such additional services which are not within the Terms of Reference, the TC shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.

**10.2** RDA shall provide to the TC documents/ information/ reports as may be required by the TC to enable it to provide the Services. RDA undertakes and agrees to furnish to the TC 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 RDA.

**10.3** All intellectual property conceived, originated, devised, developed or created by the TC its agents, specifically for the purpose of rendering the Services, shall vest with RDA unless otherwise agreed, between RDA and the TC. RDA as sole beneficial owner shall be entitled to use such intellectual property for the purpose of its Projects.

**10.4** Unless otherwise agreed, RDA shall have the copyright on all the reports, documents, and maps etc., authored, prepared or generated during the course of the Services to be provided by the TC.

## **11. COMPLIANCE WITH LAWS**

The TC shall take due care that all its documents comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Consultant.

## **12. GOVERNING LAW AND JURISDICTION**

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

## **13. DISPUTE RESOLUTION**

### **13.1 Amicable Resolution**

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

### **13.2 Arbitration**

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

- b **Place of Arbitration:** The place of arbitration shall ordinarily be Raipur but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.
- c **English Language:** The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.
- d **Enforcement of Award:** The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.
- e **Performance during Dispute Resolution:** Pending the submission of and/or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

**14. SEVERABILITY**

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

**15. WAIVER**

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

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

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

**16. MODIFICATION**

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

**17. NOTICES AND REQUESTS.**

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

**For the Client**

Designation : Chief Executive Officer  
Address : Raipur Development Authority,  
Bhakta Mata Karma Complex,  
New Rajendra Nagar,

, RAIPUR (Chhattisgrah), 492001

Telephone No. : 0771 -2536188, 253678, Fax: 0771 -2534688

E-mail : ceordaryp@gmail.com

**For the Consultant**

Name :

Designation :

Address :

Telephone

Fax No.

E-mail :

**18. TRANSFER OR ASSIGNMENT**

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

**19. VARIATIONS**

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

**20. 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 TC by the Team Leader or a designated representative and on behalf of the Client by The Chief Executive Officer, Raipur Development Authority.

**21. 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 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.

15. **The key personnel proposed in the RFP for evaluation may not be replaced during the agreement period except under an unavoidable situation like resignation or illness arises.** In the event any personnellis required to be replaced for reason[s] beyond the control of the TC, the TC may do so with the prior written approval of the CEO, RDA. Such a replacement must be made by apersonnel of equal or higher qualification and experience.

**Any change in the key personnel as proposed in the Technical proposal can entail a deduction of upto ten Percent [10%] from the remunerations payable for the particular position for which the replacement is sought. Such a deduction shall be at the sole discretion of the CEO, RDA.**

For any additional personnel proposed by the TC and approved by the RDA, the relevant remuneration rate(s) will be as negotiated between the RDA and the TC.

- (b) In the event that any of the personnel is found by the RDA to be incompetent, guilty of misbehaviour or incapable in discharging the assigned responsibilities, the RDA may request the TC, at the expense of the TC, to forthwith provide a replacement with suitable qualifications and experience acceptable to the RDA.
- (c) In the event that service of any of the personnel is found by the RDA to be not up to the satisfaction in discharging the assigned responsibilities, the RDA may request the TC, at the expense of the TC, to forthwith provide a replacement with a suitable qualifications and experience acceptable to the RDA.
- (d) The TC may subcontract work relating to the Services to an extent and with such specialists and entities as may be approved in writing in advance by the RDA, and shall submit to the RDA for prior approval the text of any proposed subcontract and any amendments thereto which may subsequently be proposed. Notwithstanding such approval, the TC 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 RDA to be incompetent or incapable in discharging assigned duties, the RDA may request the TC to provide a replacement, with qualifications and experience acceptable to the RDA, or to resume the performance of the Services itself.
- (e) The TC shall indemnify the RDA 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 RDA during or in connection in the Services by reason of: (i) infringement or alleged infringement by the TC of any patent or other protected right; or (ii) plagiarism or alleged plagiarism by the TC.
- (f) The RDA 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.
- (g) The TC shall ensure that all goods and services (including without any limitation, all computer hardware, software and systems) procured by the TC out of funds provided or reimbursed by the RDA or used by the TC 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.
- (h) The TC shall indemnify, protect and defend, at TC's own expense, RDA, its agents and employees, from and against any and all actions, claims, losses or damages arising out of TC's failure to exercise the required skill and care provided, however:
- that TC is notified of such actions, claims, losses or damages not later than twelve months after conclusion of the Services;
  - that the ceiling on TC's liability shall be limited to the amount of TC's gross fees under the contract
- (i) Notwithstanding the provisions of Section 21 [i], the TC shall have no liability whatsoever for actions, claims, losses or damages occasioned by (i) RDA's overriding a decision or recommendation of TC or requiring TC to implement a decision or recommendation with which TC does not agree; or (ii) the improper execution of TC's instructions by agents, employees or independent contractors of RDA.



- (j) All reports, documents, correspondence, draft publications, maps, drawings, notes, specifications, statistics, work product in any form and, technical data compiled or prepared by the TC and communicated to the RDA in performing the Services (in electronic form or otherwise and including computer-disks comprising data) shall be the sole and exclusive property of the RDA, and may be made available to the general public at its sole discretion. The TC may take copies of such documents and data for purpose of use related to the Services under terms and conditions acceptable to the RDA but shall not use the same for any purpose unrelated to the Services without the prior written approval of the RDA.
- (k) All computer programs developed by the TC under this Contract shall be the sole and exclusive property of the RDA; provided, however, that the TC may use such programs for their own use with prior written approval of the RDA. If license agreements are necessary or appropriate between the TC and third parties for purposes of development of any such computer programs, the TC shall obtain the RDA's prior written approval to such agreements. In such cases, the RDA shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.
- (l) If any equipment, vehicles and materials furnished to the TC by the RDA, or purchased by the TC wholly or partly with funds supplied or reimbursed by the RDA hereunder, shall be the property of the RDA. Equipment or materials brought by the TC and the personnel and used either for the Project or personal use shall remain the property of the TC or the personnel concerned, as applicable.
- (m) Upon completion or termination of the Services, the TC shall:
  - (i) Sort and index the documents and data (including the related software) referred to in Sections 21 [k] and 21 [l] hereof and transmit the same to the RDA; and
  - (ii) Furnish to the RDA, as the case may be, inventories of the equipment and materials referred to sections 21 [m] hereof as it then remains, and dispose of the same as directed by the RDA.



**ROLES, RESPONSIBILITIES AND SCOPE OF WORK**

**QUALIFICATIONS AND COMPETENCE OF THE KEY PROFESSIONAL STAFF**

**[A] Team to be placed in Raipur during the Tenure of agreement**

TC, while drawing its knowledge and intelligent resources from the core strength from the parent organizations, shall provide the services of the TC team as indicated in its bid proposal. The team of experts shall be the one indicated in the Bid proposal and no changes of the names indicated shall be permissible. The selected TC shall, not later than one month from the date of intimation of its selection as Successful Bidder, get the CVs of the team members to be deployed in Raipur approved from the Chief Executive Officer (CEO) RDA. The selected TC shall, not later than one month from the date of intimation of its selection as Successful Bidder, also execute the Contract Agreement. Provided further that in the event of any delay in signing the Agreement on the part of TC or getting approval of CV of any member or delay in deployment of any team member, a time extension upto 30 (thirty) days may be provided by the CEO, RDA, on written application of TC. Any extension beyond that, if granted by the CEO, on written application of TC shall be on charge of penalty, which shall be deducted from the first payment due under this Agreement. **However, the selected TC shall get the deployment schedule of the TC team of experts approved by the CEO, RDA before such deployment on the assignment.** RDA may not require all the eleven designated team members to be deployed simultaneously.

**The minimum qualifications of key staff shall be as given in the table below:**