

ROURKELA DEVELOPMENT AUTHORITY

UDITNAGAR : ROURKELA-769012.

No. 662 /RDA.,Dt.17.02/2020

ADVERTISEMENT

Applications are hereby invited from the intending Engineering firms for appointment of Independent Engineer with requisite technical expertise, knowledge and experience in the design, engineering and construction of housing for the project "Affordable Housing Project at Chhend" to review, inspect and monitoring of constructions and issuing AHP milestone completion certificate as per the details laid in the Terms of Reference for the Independent Engineer by registered Post/Speed Post/Courier so as to reach the **Secretary, Rourkela Development Authority, Uditnagar, Rourkela-769012, Dist. Sundargarh on or before 2/3/20**.

The details of the notification along with Terms of Reference can be down loaded from the website of Rourkela Development Authority **hhpt://rda-rourkela.in.**

Incomplete applications/applications received without relevant documents may not be considered. Applications received after due date shall not be entertained. The Authority reserves the right to reject the Advertisement without assigning any reasons.

M/T.2

Secretary,

Rourkela Development Authority.

Memo No. 663 /RDA.,Dt. 17.02/2020

Copy forwarded to the Commissioner, Rourkela Municipal Corporation, Rourkela with a request to upload the notification in their website.

M/T.2

Secretary,

Rourkela Development Authority.

Memo No. 664⁽³⁾ /RDA.,Dt. 17.02.2020 .

Copy to Advertisement Manager, Time of India (Odisha edition)/Samaj (all Odisha edition) for information with a request to publish this notification in one issue of daily and submit bill in duplicate at I& PR rate along with the copy of advertisement for payment.

Copy to Advertisement section, RDA for information and necessary action.

M/T.2

Secretary,

Rourkela Development Authority

TERMS OF REFERENCE FOR THE INDEPENDENT ENGINEER

1. Roles and functions of the Independent Engineer:

- a. Review, inspection and monitoring of construction works and issuing AHP Milestone Completion Certificate.
- b. Determining, as required under the Agreement, the costs of any works or services and/or their reasonable ness.
- c. Determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation.
- d. Assisting the parties in resolution of any disputes.
- e. Undertaking all other duties and functions in accordance with the Agreement.

2. The Independent Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

3. AHP Construction Period

- a. During the AHP Construction Period, the Independent Engineer shall undertake a detailed review of the relevant AHP Construction Milestone and issue the AHP Milestone Completion Certificate in accordance with Clause 6.11.
- b. The Independent Engineer shall inspect the construction works at least once every month, preferably after receipt of the monthly progress report from the Developer, but before the 20th day of each month in any case, and make out a report of such inspection (the "Inspection Report") setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of construction works with the scope of the Project and the AHP Requirements. In a separate section of the Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Project. The inspection report shall also contain a review of the maintenance of the existing lanes in conformity with the provisions of the Agreement. The Independent Engineer shall send a copy of its inspection report to RDA and the Developer within 7 days of the inspection.
- c. The Independent Engineer may inspect the project more than once in a month if any lapses, defects or deficiencies require such inspections.

- d. In the event that the Developer fails to achieve any of the AHP Construction Milestones, the Independent Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Engineer shall determine that completion of the Project is not feasible within the time specified in the Agreement, it shall require the Developer to indicate within 15 days the steps proposed to be taken to expedite progress, and the period within which the project completion shall be achieved. Upon receipt of a report from the Developer, the Independent Engineer shall review the same and send its comments to RDA and the Developer forthwith.
- e. If suspension of works is for reasons not attributable to the Developer, the Independent Engineer shall determine the extension of dates set forth on the project completion schedule, to which the Developer is reasonably entitled, and shall notify RDA and the Developer of the same.

4. Defects Warranty Period

- a. The Independent Engineer shall inspect the handed over AHP as set once every month (before the 20th day of each month) during the defects warranty period and prepare an Inspection report setting forth an overview of the status, quality and safety requirements. In a separate section of the Inspection report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the Project. The Independent Engineer shall send a copy of its inspection report to RDA and the Developer within 7 days of the inspection.
- b. The Independent Engineer may inspect the Project more than once in a month, if any lapses, defects or deficiencies require such inspections.
- c. The Independent Engineer shall determine if any delay has occurred in completion of repair or remedial works in accordance with the Agreement, and shall also determine the damages if any payable by the Developer to RDA for such delay.
- d. The Independent Engineer shall monitor and review the rectification of defects and deficiencies by the Developer.

5. Determination of costs and time

- a. The Independent Engineer shall determine the costs, and / or their reasonableness, that are required to be determined by it under the Agreement.

6. Assistance in Dispute Resolution

- a. When called upon by either party in the event of any dispute, the Independent Engineer shall mediate and assist the parties in arriving at an amicable settlement.
- b. In the event of any disagreement between the parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Independent Engineer shall specify such meaning, scope and nature by issuing a reasons written statement relying on good practice and authentic literature.

7. Other duties and functions

The Independent Engineer shall perform all other duties and functions specified in the Agreement.

8. Fees and expenses

- a. In determining the nature and quantum of duties and services to be performed by the Independent Engineer, RDA shall endeavour that payments to the Independent Engineer on account of fee and expenses do not exceed 1% of the Total Project Cost. Payments towards fees and expenses shall be borne equally by RDA and the Developer in accordance with the provisions of the Agreement.

9. Tenure of Contract

- a. The tenure of contract of the Independent Engineer shall be from the date of execution of the Agreement until the expiry of the Defect Warranty period.

BK 7.2.20
Secretary
Rourkela Development Authority
Rourkela