GOVERNMENT OF CHHATTISGARH
PUBLIC WORKS DEPARTMENT

REQUEST FOR PROPOSAL
(Selection of Consultant)

NIT No.:- 192/G /2024-25 DATED 30.09.2024

Name of Work:- "Construction of Indoor Stadium Complex, Astro Turf Hockey Ground and Synthetic Athletics Track at Raigarh District in Chhattisgarh State on EPC Basis"(SH:-ProvidingComprehensiveConsultancyServicesforPreparationofdetailedArchitecturalDrawingsincludingdrawingsforLocalBodysubmissionandobtainingapprovals,Structuraldesigninganddetailing,Civil,ElectricalandotherMEPservices,DetailedProjectReport, walkthrough andpreparationoftenderdocumentsetc.)

OFFICE OF THE SUPERINTENDING ENGINEER
PUBLIC WORKS DEPARTMENT (B&R), BILASPUR CIRCLE,BILASPUR CHHATTISGARH
EMAIL: - se.bilaspur@gov.in

Office of the Superintending Engineer

Email ID- se.bilaspur@gov.in

Public Works Department (B&R)
Bilaspur Circle, Bilaspur (CG)

No. Dt. ……..

NOTICE INVITING REQUEST FOR PROPOSAL BID

NIT No.:- 192/G /2024-25 DATED 30.09.2024

1. Superintending Engineer Public Works Department (B&R) Bilaspur Circle, Bilaspur (C.G) on behalf of Government of Chhattisgarh now invites sealed RFP in double cover system from experienced and reputed Architectural Consultants (Bidder) registered with Council of Architectural drawing& DPR to be received in Offline mode for Package detailed in the table below.

Sl. No.	Name of Work	Cost of project (Approximate)	EMD/Bid Security declaration	Bid Processing Fee in Rs:-
1	2	3	4	5
1	**"Construction of Indoor Stadium Complex, Astro Turf Hockey Ground and Synthetic Athletics Track at Raigarh District in Chhattisgarh State on EPC Basis"**(SH:-ProvidingComprehensiveConsultancyServicesforPreparationofdetailedArchitecturalDrawingsincludingdrawingsforLocalBodysubmissionandobtainingapprovals,Structuraldesigninganddetailing,Civil,ElectricalandotherMEPservices,DetailedProjectReport, walkthrough andpreparationoftenderdocumentsetc.)	**Rs:- 100.00 Crores**	**Rs. 5,00,000/- (Rupees Five Lakhs Only)** in the form of Fixed Deposit for a period of One Year (12 Month) in favor of Executive Engineer, PWD, Raigarh Division Raigarh CG. / Bid Security declaration as per Annexure-III	In the form of a crossed Bank Draft for **Rs. 10,000/- (Indian Rupees Ten Thousand only)** from a scheduled bank of India, in favour of the E.E PWD, Raigarh Division Raigarh Chhattisgarh.

2. The RFP document must be accompanied with Bid Security Declaration In lieu of Bid Security with stipulation that if the bidder withdraw or modify their bids during period of validity etc., the bidder will be suspended for the time specified in the tender documents.
3. Date of issue of R.F.P 5.30 P.M of Dt. 30.09.2024
4. The last date of submission of RFP is Dt. 21.10.2024 up to 5.30 P.M. through Speed Post / Registered Post only. Submission of proposals through any other mode is not allowed.
5. Date of Opening of Technical bid is Dt. 22.10.2024 at 11.30 AM
6. For further details the RFP document is to be referred to.
7. The authority reserves the right to reject any or all bids without assigning any reason thereof.

Address of Submission of RFP
O/O – The Superintending Engineer
Public Works Department (B&R)Bilaspur Circle ,Bilaspur
District – Bilaspur (C.G) Pin-495001
E-mail ID: se.bilaspur@gov.in

Superintending Engineer
Public Works Department (B&R)
BilaspurCircle,Bilaspur (C.G)

Memo No. ……. / …… Dt. ……

Copy submitted to the **Director, Public relations directorate, information and publication, Raipur CG with a request to get the Invitation of RFP published in One Nos. leading Hindi Daily and One No. National English Daily Newspaper** at the earliest for wide circulation.
Since, the date of available of bids starts from Dt. ……., it is requested that the "Invitation of RFP" may be published on or before Dt. …….
Complimentary copies of the Newspaper containing the invitation of RFP may please be sent to this office for reference and record.

Encl: C.D. containing the RFP Notice: 1 No

Superintending Engineer
Public Works Department (B&R)
BilaspurCircle,Bilaspur (C.G)

DISCLAIMER

This Request for Proposal (RFP) is issued by the Superintending Engineer, Public Works Department (B&R) Bilaspur Circle,Bilaspur (C.G.)

While the information in this RFP has been prepared in good faith, it does not support to be comprehensive or to have been independently verified. Neither the Superintending Engineer, Public Works Department (B&R) Bilaspur Circle,Bilaspur (C.G.) nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed assignment, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of the Client. It does not claim to contain all the information that a recipient may require for the purposes of making a decision for participation in this selection process. Each bidder must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed assignment, the regulatory regime which applies thereto and by and all matters pertinent to the project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the project.

This RFP includes certain statements, information, projections and forecasts with respect to the proposed assignment. Such statements, information, projections and forecasts reflect various assumptions made by the management, officers and employees of the Client, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty.

The Superintending Engineer, Public Works Department (B&R) Bilaspur Circle, Bilaspur (C.G.) shall be the sole and final authority withrespect to selection of a consultant for the purpose through this RFP.

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DATASHEET

S.No.	Description	Detail
1	Name ofwork:	**"Construction of Indoor Stadium Complex, Astro Turf Hockey Ground and Synthetic Athletics Track at Raigarh District in Chhattisgarh State on EPC Basis"** (SH:ProvidingComprehensiveConsultancyServicesforPreparationofdetailedArchitecturalDrawingsincludingdrawingsforLocalBodysubmissionandobtainingapprovals,Structuraldesigninganddetailing,Civil,Electrical andotherMEPservices,DetailedProjectReport, walkthrough andpreparationoftenderdocumentsetc.)
2	Name and addressoftheClientDepartment	Superintending Engineer, Public Works Department (B&R) Bilaspur Circle, Bilaspur District – Bilapur(C.G) 495001 Email: se.bilaspur@gov.in
3	Tentative Project Cost	Rs:- 100.00 Crore
4	Method of Selection & Proposal Validity	Quality and Cost Based Selection (QCBS)
5	Date of Issue of **RFP**	**30.09.2024**
6	Proposal Due Date	**21.10.2024 up to 5.30 P.M.**
7	Date of opening of Technical Proposal	**22.10.2024 at 11.30 AM**
8	Date of opening of Financial Proposal	The date and time for opening of the financial proposal will be intimated according to the technically qualified bidders.
9	Expected Date of Commencement of Assignment	15 Days after issuance of letter of acceptance.
10	Earnest Money Deposit (EMD)	**Rs. 5,00,000/- (Rupees Five Lakhs Only)**
11	Performance Guarantee	5% of Bid Value
12	Security Deposit	2.5% of Bid Value
13	Time Allowed	60 days (planning) & Executionasper actualcompletion of work.
14	Address for Submission of Proposal	**Superintending Engineer,** **Public Works Department (B&R)** **Bilaspur Circle,Bilaspur (C.G.)** **Mode of Submission: Speed Post / Registered Post only to theaddress as specified above during the office hour only. Submission of bid through any other mode and late receipt bid beyond the specified period will be rejected.**
15	Accepting Authority	Superintending Engineer, Public Works Department (B&R)Bilaspur Circle,Bilaspur (C.G.)
16	Performance Guarantee i) Time allowed for submission of Performance Guarantee from the date of issue of letterofacceptance ii) Maximumallowableextensionbeyond theperiodprovidedinabove	7 days 7 days withlevy@0.1% perdayof PGamount.
17	Compensation for delay Authority forfixing Compensation **under Clause-5**	Superintending Engineer, Public Works Department (B&R)BilaspurCircle,Bilaspur (C.G)
18	Number of days from thedate of issueofletterofacceptanceforreckoning dateof start.	**07 days**
19	Authorityto giveExtensionof timefor completion ofwork	Superintending Engineer, Public Works Department (B&R)BilaspurCircle,Bilaspur (C.G)
20	Place of Opening of Proposal:	Office of the Superintending Engineer, Public Works Department (B&R) Bilaspur Circle, Bilaspur (C.G.)

RFP can be downloaded from: **www.cgstate.gov.in**

SECTION: 1

LETTER OF INVITATION

LETTER OF INVITATION

RFP No. 192 Dated: 30.09.2024

Name of the Work: -**"Construction of Indoor Stadium Complex, Astro Turf Hockey Ground and Synthetic Athletics Track at Raigarh District in Chhattisgarh State on EPC Basis"**(SH:-ProvidingComprehensiveConsultancyServicesforPreparationofdetailedArchitecturalDrawingsincludingdrawingsforLocalBodysubmissionandobtainingapprovals,Structuraldesigninganddetailing,Civil,ElectricalandotherMEPservices,DetailedProjectReport, walkthrough andpreparationoftenderdocumentsetc.)

1. Superintending Engineer, Public Work Department (B&R)BilaspurCircle,Bilaspur (C.G) on behalf of Works Department, Govt. of Chhattisgarh (The Client) invites sealed proposal from eligible bidder under the selection process to conduct **"Construction of Indoor Stadium Complex, Astro Turf Hockey Ground and Synthetic Athletics Track at Raigarh District in Chhattisgarh State on EPC Basis"** (SH:-ProvidingComprehensiveConsultancyServicesforPreparationofdetailedArchitecturalDrawingsincludingdrawingsforLocalBodysubmissionandobtainingapprovals,Structuraldesigninganddetailing,Civil,ElectricalandotherMEPservices,DetailedProjectReport, walkthrough andpreparationoftenderdocumentsetc.)
2. More details on the proposed details are provided in Section-3: Terms of Reference (ToR) of this RFP Document.
3. A bidder will be selected under **Quality and Cost Based Selection(QCBS)**procedure as prescribed in the RFP Document in accordance with the procedures prescribed herewith. The proposal completes in all respect as specified in the RFP Document must be accompanied with **In the form of a crossed Bank Draft for Rs. 10,000/- (Indian Rupees Ten Thousand only) from a scheduled bank of India, in favour of the E.E. PWD, Raigarh Division Raigarh Chhattisgarh** only towards Bid Processing Fee and EMD/Bid Security declaration as per Annexure-III in lieu of Bid Security with stipulation that if the bidder withdraw or modify their bids during period of validity etc., the bidder will be suspended for the time specified in the tender documents.
   The proposal must be delivered to the specified address as per the Bidder Data Sheet by Speed post / Registered Post only. The Client shall not be responsible for postal delay or any consequence. Submission of proposal through any other mode will be rejected.
4. The **last date and time for submission of proposal** complete in all respects is **Dt 21.10.2024 up to 5.30 P.M.** and the **date of opening of the technical proposal** is **Dt. 22.10.2024** in the presence of the bidder's representative at the specified address as mentioned in the Bidder Data Sheet (Sl.no.14). Representatives of the bidders may attend the meeting with a due authorization letter on behalf of the bidder.
5. This RFP includes following sections:
   a. Letter of Invitation [Section – 1]
   b. Information to the Bidder [Section – 2]
   c. Terms of Reference [Section – 3]
   d. Technical Proposal Submission Forms [Section – 4]
   e. Financial Proposal Submission Forms [Section – 5]
   f. Annexure **[Bid Submission Checklist & Performance Bank Guarantee Format and any other relevant assignment related material needs to be provided]**
6. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Client's knowledge, the Client holds noresponsibilityforaccuracyof information, and it is the responsibility of the bidder to check the validity of information/data included in this RFP. The Client reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

Superintending Engineer
Public Works Department (B&R)
BilaspurCircle,Bilaspur(C.G)

SECTION : 2

INFORMATION AND INSTRUCTION TO THE BIDDER

1. Pre-Qualification Criteria:

Before opening and evaluation of the technical proposals, each bidder will be assessed based on the following pre-qualification criteria. The bidder is required to produce the copies of the required supportive documents / information as part of their technical proposal failing which the proposals will be rejected.

Sl. No.	Eligibility Criteria	Supportive Documents
1.	Bidder must be a Company as registered under Indian Companies Act, 2013 or a Society registered under The Societies Registration Act, 1860 or a Trust registered under the Indian Trusts Act, 1882 or a Partnership Firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008/ registered architect under Council of Architecture, Govt. of India/ Proprietorship firm.	Certificate of Incorporation / Partnership deed / GST Registration
2.	The bidder should have been in the consulting business for more than 15 (fifteen) years from the date of Incorporation on the last date of submission of the proposal.	
3.	Firms/Consultants(Empaneledaswellasnon-empaneledboth)whofulfillthefollowingrequirementss hallbeeligible toapply. Jointventuresarenotaccepted. a)TheFirms/Consultants shouldhavecompletedfollowingConsultancyworks duringthelast15 (Fifteen)yearsendingprevious dayoflast dateof submission of bid: (i)Threesimilarworkseachcomprising of Value Rs:-40 Crore. OR (ii)Twosimilarworkseachcomprisingof Value Rs:- 60 Crore OR (iii) Onesimilarworkeachcomprisingof Value Rs:- 80Crore a) **"Similarwork"shallmean"ConsultancyworkofComprehensiveArchitecturalplanningof Sports infrastructures/Stadium/sports institute ,includingstructuraldesignanddetailing,servicesdesignincluding HVAC,FireFighting,MEP,Externaldevelopmentetc. "** b) Shouldnothaveincurredanyloss(profitaftertaxshouldbepositive)inmorethantwoyearsduringthelastfiveyears ending31st March2024. c) ShouldhaveNetWorthCertificateofRs.100.00Lakh*(minimum)*certifiedbyhisCharteredAccountantwithUniqueDocumentIdentificationNumber(UDIN).	Copies of Work order along with Completion Certificate from the competent authority <<The definition of similar work should be clearly defined with references to domain, sector or industry and functional area of scope of work>>
4.	The average financial turnover must be Rs 06 Crores from consulting business only during the last 05(Five) financial years.	Financial Details of the bidder **(TECH - 3)** along with copies of the audited balance sheet and Income & Expenditure Statement duly sealed and **Certified by the CA** and the authorized representative of the bidder.

5.	Bidder shall furnish an affirmative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed agreements, engagements, or affiliations with the Client.	Self-Declaration from the Bidder / Lead consultant as per the format **(TECH - 6)**

2. <u>Documents / Formats needs to be submitted along TECHNICAL PROPOSAL:</u>

The bidders have to furnish the following documents duly signed in along with their Technical Proposal:

- Filled in Bid Submission Check List in Original (Annexure-I)
- Covering letter (TECH- 1) on bidder's letterhead requesting to participate in the selection process.
- Bid Processing Fee & Earnest Money Deposit (EMD)/Bid Security declaration as applicable
- Copy of Certificate of Incorporation/ Registration
- Copy of PAN
- Copy of Goods and Services Tax Identification Number (GSTIN)
- Copies of IT Return for the last 05 (Five) consecutive assessment years (to be decided accordingly)
- General Details of the Bidder (TECH - 2)
- Financial Details of the bidder (TECH - 3) along with all the supportive documents as applicable duly signed as per the instruction.
- Power of Attorney (TECH - 4) in favor of the person signing the bid on behalf of the bidder
- List of completed assignments of similar nature (Past Experience Details, TECH - 5) along with copies of work orders along with completion certificate from competent authority
- Undertaking for not having been blacklisted by any Central / State Government / Any otherautonomous bodies/ International & National Organization in the recent past.
- Self-Declaration regarding Conflict of Interest (TECH - 6)
- Undertaking for not having been blacklisted by any Central / State Government / Any other Autonomous Bodies/ International & National Organization in the recent past.
- Duly filled in Technical Proposal Forms TECH - 7 to 11.
- All the pages of the proposal and enclosures/attachments are signed by the authorized representative of the bidder.

  Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as mentioned in RFP will lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP Document. The proposal must be complete in all respects, indexed and hard bound. Each page should be numbered and signed by the authorized representative.

3. <u>Bid Processing Fee:</u>

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to (as mentioned in Table of Notice Inviting Request For Proposal) in shape of Demand Draft from any scheduled commercial bank in favour of **"Executive Engineer, Public Works Department Raigarh Division, Raigarh (C.G.) "** payable at Raigarh Proposals received without bid processing fee will be out rightly rejected.

4. **Earnest Money Deposit (EMD):**

The bidder must furnish, as part of the technical proposal, a Bid Security declaration as per Annexure-III in lieu of Bid Security with stipulation that if the bidder withdraw or modify their bids during period of validity etc., the bidder will be suspended for the time specified in the tender documents.

- Bidder withdraws its proposal during the bid validity period as specified in RFP
- Bidder does not respond to requests for clarification of its proposal.
- The bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.
- If the bidder fails to
  - ❖ Provide any clarification to the Client
  - ❖ Agree to the decisions of the contract negotiation meeting
  - ❖ Sign the contract within the prescribed time period
  - ❖ Furnish required Performance Bank Guarantee in time.
- Any other circumstance which holds the interest of the Client during the overall selection process.

5. **Validity of the Proposal:**

Proposals shall remain valid for a period of 180 (One Hundred Eighty Days) from the date of opening of the technical proposal. The Client reserves the right to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

6. **Pre-Proposal Queries:**

Bidders are allowed to submit their queries in respect of the RFP and other details if any, to the "Superintending Engineer, Public Works Department (B&R) BilaspurCircle,Bilaspur (C.G.)", through e-mail **(se.bilaspur@gov.in)** till 5.30 P.M. on Dt. 15.10.2024. Clarifications to the above will be uploaded through email to the respective bidders for the purpose of preparation of the proposal. Request for alternation / change in existing terms and conditions of the RFP will not be considered / entertained.

7. **Submission of Proposal:**

Bidder must submit their proposals by **Registered Post / Speed Post** only to the specified address on or before the last date and time for submission of proposals as mentioned in Bidder Data Sheet. The Client will not be responsible for postal delay / any consequence in receiving of the proposal. The proposal must be submitted in two parts. Each part should be separately bound with no loose sheets. Each page of the two parts should be page numbered and in conformation to the eligibility qualifications and clearly indicated using an index page. The Client will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be outrightly rejected by the Client.
The procedure for submission of the proposal is described below:

i) Technical Proposal (Original + 1 Copy):

The envelope containing technical proposal shall be sealed and superscripted as **"Technical Proposal – "Construction of Indoor Stadium Complex, Astro Turf Hockey Ground and Synthetic Athletics Track at Raigarh District in Chhattisgarh State on EPC Basis"** (SH:-ProvidingComprehensiveConsultancyServicesforPreparationofdetailedArchitecturalDrawingsincludingdrawingsforLocalBodysubmissionandobtainingapprovals,Structuraldesigninganddetailing,Civil,ElectricalandotherMEPservices,DetailedProjectReport, walkthrough andpreparationoftenderdocumentsetc.)and to be furnished inside one envelope. The duly filled-in technical proposal submission forms, soft **copy in word form in CD along with all the supportive documents and information** have to be furnished as part of technical proposal.

ii) Financial Proposal (Original + 1 Copy):

The envelope containing financial proposal shall be sealed and superscripted as "**Financial Proposal – "Construction of Indoor Stadium Complex, Astro Turf Hockey Ground and Synthetic Athletics Track at Raigarh District in Chhattisgarh State on EPC Basis"** (SH:-ProvidingComprehensiveConsultancyServicesforPreparationofdetailedArchitecturalDrawingsincludingdrawingsforLocalBodysubmissionandobtainingapprovals,Structuraldesigninganddetailing,Civil,ElectricalandotherMEPservices,DetailedProjectReport, walkthrough andpreparationoftenderdocumentsetc.)
The duly filled-in financial proposal submission forms should contain the detailed price offer for the proposed assignment and to be furnished as per the prescribed format only along with soft copy in pdf form on CD as part of financial proposal.

The **"Technical Proposal"** and **"Financial Proposal"** must be submitted in two separate sealed envelopes (with respective marking in bold letters) along with the prescribed formats/information mentioned in the RFP Document. The first envelope must be marked as "**TECHNICAL PROPOSAL"Construction of Indoor Stadium Complex, Astro Turf Hockey Ground and Synthetic Athletics Track at Raigarh District in Chhattisgarh State on EPC Basis"** (SH:-ProvidingComprehensiveConsultancyServicesforPreparationofdetailedArchitecturalDrawingsincludingdrawingsforLocalBodysubmissionandobtainingapprovals,Structuraldesigninganddetailing,Civil,ElectricalandotherMEPservices,DetailedProjectReport, walkthrough andpreparationoftenderdocumentsetc.)
The second envelope must be marked as **"FINANCIAL PROPOSA**L **"Construction of Indoor Stadium Complex, Astro Turf Hockey Ground and Synthetic Athletics Track at Raigarh District in Chhattisgarh State on EPC Basis"** (SH:-ProvidingComprehensiveConsultancyServicesforPreparationofdetailedArchitecturalDrawingsincludingdrawingsforLocalBodysubmissionandobtainingapprovals,Structuraldesigninganddetailing,Civil,ElectricalandotherMEPservices,DetailedProjectReport, walkthrough andpreparationoftenderdocumentsetc.)and it should contain Financial Proposal only. Both the above envelopes have to be sealed and placed inside a third main envelope with proper labeling of following information in bold:

(Proposed Project Name)
RFP Number and Date:
Name of the Bidder:
Deadline for Submission of Bid:
Name and Address of the Bidder:

Any deviation from the prescribed procedures / information / formats / conditions shall result in outright rejection of the proposal. All the pages of the proposal have to be sealed and signed by the authorized representative of the bidder. Bids with any conditional offer shall be out-rightly rejected. All pages of the proposal must be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.

8. Opening of the Proposal

The **FIRST ENVELOPE** containing **TECHNICAL PROPOSAL** will be opened in the initial stage by the Client in presence of the bidder's representatives at the location, date and time specified in the Data Sheet. The Client will constitute a **Consultant Evaluation Committee (CEC)** to evaluate the proposals submitted by bidders. Only one representative with proper authorization letter from the participating bidder will be allowed to attend the bid opening meeting. The **SECOND ENVELOPE** containing **FINANCIAL PROPOSALonly of the technically qualified bidders will be opened** after completion of technical evaluation stage. The date and time for opening of the financial proposal will be intimated according to the technically qualified bidders well in advance.

9. Evaluation of Proposal:

Bidsshallbeevaluated inTwoStages:

Stage-I: TheInitialEligibilityCriteriashallbeevaluatedfirst.Thosebidsfoundtoberesponsiveandqualifytheinitial EligibilityCriteriaafterevaluationofthedocuments/detailssubmittedwith"EligibilityBid"willbeevaluatedaspercriteriaprescribedforStage-Imentionedbelowevaluationandthosewhoqualifythecriteriaof Stage-Ishallbeshortlistedfor Stage-IIevaluation.

Stage-II: TheEligiblebidderunderstage-Ishallbecalledtomakepresentationoftheirconceptwiththehelp ofadequateandspecificdetailsbeforethe**committeeoftheJury(EvaluationCommittee)**.Thisshallcomprisesubmissionofdetailed TechnicalProposalandmakinga**powerpointpresentation**bytheshortlisted biddersinStageIandaccordinglyevaluationoftheir'TechnicalProposal'.ShallbecarriedoutbytheevaluationcommitteeformedbythecompetentauthorityoftheEmployer/Client/Department.TheTechnical Bidsshallbeevaluatedandmarks shallbeassignedbased on markingsche

'Financialbids'of onlytopThreebidders,whoqualifyand obtainmaximummarks in the TechnicalBids (comprisesofStage-I&Stage-II)willbeopened.FinalselectionoftheConsultantinStageIIwillbebasedonthe combined totaloftheirTechnicalandFinancialScores,with70%weightagegiven to technical scoreand30% weightage given to financialscore.

Broadcomponents of each stageofselectionprocess shall beas follows:

STAGES	REQUIREMENTS / IMPORTANT COMPONENTS
STAGE-I Shortlistinglimitednumber ofConsultantsforStage 2	a) Registrationonhttps://www. cgstate.gov.inwebsitefordownloadingRFP documentandsitedrawings and submissionofbids. b) Technicalqueries,ifany,willbeclarifiedduringpre-bidmeetingwithprospectiveapplicants. c) SubmissionofEligibilityBidbySubmittingEMDanddocumentssupportinge ligibilitycriteriaandcredentialsasperthedetailsgiveninthe document. d) Submissionof'FinancialBids'inprescribed format by Registry / speedpost; e) Short listingof consultantsforStage-II.
STAGE-II FinalSelectionofConsultan toutofconsultantsshortlist edafterStage 1	a) ShortlistedConsultanttogivepresentationsbasedonpreliminaryapprove ddrawingsand improvementin requiredservices,(ifany)projectexperience,competenceandtheircapacit yinprojectdelivery,experienceofsubconsultantsincludingStructuraland MEPconsultants.TechnicalScoreto be givenbasedonabove. b) OpeningofFinancialbidoftop03(Three)bidderswhoqualifyevaluationcrit eria ofTechnicalbid andobtainmaximummarks init. c) SelectionofConsultantbasedonthecombinedtotaloftheirTechnicalandFi nancialScores,with70%weightagegiventotechnicalscoreand30%weight agegiven to financialscore.

10. EVALUATIONCRITERIAFORSTAGE-I

10.1
Applicantswhofulfilltherequirementsof'InitialEligibilityCriteria'prescribedin**paraofthe'NoticeInviting Bids'**andinformation&instructiontobiddersshallbefurtherevaluatedandassignedMarks asbelow:

Sr. No.	MinimumCriteria	GradingCriteria	Sub Mark	Max Marks
FinancialStrength(Criteria-I)				
1	TheBiddershallhaveanaverageannualturnoverofINR06CrorefromconsultancyservIces(inIndiaoperationsonly)fromlastFive financialyears(Financialyears2019-2020,2020-2021, 2021-2022,2022-2023,2023-2024).	(a)Fulfillingminimumcriteria. (b)100%marksfortwicethemini mumeligibilitycriteriaormor e. Inbetween(a)&(b)-onpro-ratabasis	6 4	10
2	NetWorth(Minimum100.00Lakh)	(a) Fulfillingminimumcriteria. (b) 100%marksfortwicethemini mumeligibilitycriteriaormor e Inbetween(a)&(b)-onpro-ratabasis	6 4	10

Performance and experienceofsimilar work (Criteria-II)					
Attribution		**Evaluation**			
3	**Quality** MaximumMark				
		Score	(Note:Averageofmarksonperformanceofwork,forallworksconsidered forscoringincriteria II.Aboveshallbetaken.		10
	Outstanding	10			
	VeryGood	7			
	Good	4			
	Poor/NoReport	0			
4	TheBiddershallhave experienceforSports Complex Project(asperdefinitionofSimilarwork) withComprehensiveDetailDesignServicesincludingArchitecture,Interiors,MEP,Structure,Infrastructure,SiteDevelopmentof (i)Threesimilarworkseachcomprising of Value Rs:-40 Crore. OR (ii)Twosimilarworkseachcomprisingof Value Rs:- 60 Crore OR (iii) Onesimilarworkeachcomprising of Value Rs:- 80 Crore	(a) Fulfilling minimumcriteria. (b) 100%marksfortwicetheminimumeligibilitycriteriaormore. Inbetween(a)&(b)-onpro-ratabasis		**9** **6**		**15**

CoreProjectTeam(Criteria-III)				
5	DetailsofKeyPersonneltobeassignedaspartofProjectTeam			
5.1	TeamLeader(employedwiththeBidderforaminimumperiodof7years)GraduateinArchitecture/UrbanDesign/CivilEngineerand20yearsofexperience.	(a) Fulfillingminimumeligibilitycriteria. (b) *ExperienceofSimilarproject– 2Markforeachadditional Similarproject*subjecttoamaximumof4marks.	6 4	10
5.2	Architect – (employedwiththeBidderforaminimumperiodof5 years)GraduateinArchitectureand15yearsofexperience.	(a) Fulfillingminimumcriteria. (b) *ExperienceofSimilarprojects – 1Markforeachadditionalsimilarproject*subjecttoamaximum	3 2	5
5.3	LeadStructuralEngineerPostGraduateinStructureand20yearsofexperienceinhandlingworksaftergraduate.	(a) Fulfillingminimumcriteria. (b) *ExperienceofSimilarprojects– 1Markforeachadditional Similarproject*subjecttoamaximumof2 mark.	3 2	5

5.4	StructuralEngineerGraduateinStructureand 15yearsofexperienceaftergraduateinhandli ngworksaftergraduate.	(a) Fulfillingminimumcriteria. (b) *ExperienceofSimilarprojects1M arkforeachadditionalSimilarpro ject*subjecttoamaximumof2 mark.	3 2	5
5.5	Sr.Surveyorgraduateingratuate Civil Engineerand10yearsofexperience	(a) Fulfillingminimumcriteria. *(b)ExperienceofSimilarprojects– 1MarkforeachadditionalSimilarproj ect*subjecttoamaximumof2mark.	3 2	5
5.6	Quantity surveyor Cum Estimator gratuate Civil Engineerand10yearsofexperience.	(a)Fulfillingminimumcriteria. *(b)ExperienceofSimilarprojects– 1MarkforeachadditionalSimilar*	3 2	5
5.7	PH Engineergraduateingratuate Civil Engineerand10yearsofexperience.	(a) Fulfillingminimumcriteria. *(b)ExperienceofSimilarprojects– 1MarkforeachadditionalSimilarproj*	3 2	5
5.8	Consultanthandlingelectrical/mechanicaleq uipment(employedwiththeBidder/employe dwithassociateagencyfor aminimumperiodof5years)-Having15 yearsofExperience.	(a) Fulfillingminimumcriteria. (b) *ExperienceofSimilarprojects –1MarkforeachadditionalSimilarprojectsubject*toa maximumof2marks.	3 2	5
5.9	ConsultanthandlingFireFightingandFireAlar m,Plumbingandsanitary,watersupplydesign s,stormwater(employedwithBidder/employ edwith associate agencyforaminimumperiodof5years)- Having15yearsofExperience.	(a) Fulfillingminimumcriteria. (b) *ExperienceofSimilarprojects– 1MarkforeachadditionalSimilar projectsubject*toamaximumof2 marks.	3 2	5
5.10	ConsultanthandlingHVAC(employedwiththe Bidder/employedwithassociateagencyfora minimumperiodof5years)- Having15yearsofExperience.	(a) Fulfillingminimumcriteria. (b) *ExperienceofSimilarprojects– 1MarkforeachadditionalSimilar projectsubject*toamaximumof2 marks.	3 2	5
	TotalInitialEligibilityEvaluationScore(X)(Stage-I)			**100**

10.2 Topre-qualify,theapplicantmustsecureatleastFifty percentmarks**(50%)ineachoftheabovecriteria I,II&III**and**SixtyPercent(60%)marksin aggregate.**

10.3 Bidderswhoqualifytheabovecriteriawillbeshortlistedfor Stage-IIevaluation.Thedepartmenthoweverreservetherighttostrictthelistofsuchqualifiedfirmstoanynumberdeemedsuitablebyit.

11 EVALUATIONOFTECHNICAL BIDS (STAGE-II)

11.1 ShortlistedConsultantwhoqualifiedinitialeligibilitycriteriaofStage-Ishallbeaskedtosubmit'TechnicalBid'whichshallbeevaluatedbytheEvaluationCommitteeformedbythecompetentauthorityof theEmployer/Client/Department.

11.2 'TechnicalBid'shallincludedrawingpanelsandarchitecturalmodel(s),abriefreportelucidatingtheConceptArchitecturalDesign, and apower pointpresentationasfollowing:

A. DrawingPanels andArchitecturalModel(s)

TheDesignPhilosophyasperApproach&Methodology(A&M) couldbeexplainedintheformofdrawingswithplans,sectionsatsuitablescale,views,photographsandsketchesalongwithArchitecturalModel(s)toshowArchitecturalCharacterofbuildingtype/layout.Thesubmissionshallberestrictedto A2/A3sizewith**maximum 10 singlesideprintpages.**

B. BriefReport(TenCopies)

Areportcontainingdetailsthathelptoexplainthedesignwillaccompanythedrawingpanels. Thereport maybelimitedtoA2/A3sizewith**maximum30singlesideprintpages.**Thereportshouldexplaintheconceptsandshouldincludenecessarydrawingsanddatasupportingtheproposal.Atotaloftencopies of reportswillberequiredforsubmission.

C. PowerPoint Presentation

AfterthesubmissionofDetailConceptDesigns,EmployerwillcalltheApplicantstomakeapresentation. Maximumtimeallottedforthepower-pointpresentationwillbe30minutes.Thepresentationshouldinclude:

- Thedesignproposalindetailsupportedwith 3D visualrenderings /walkthrough.
- Abriefintroductionaboutthefirm,projectexperience,competenceandcapacityinprojectdelivery.

11.3

TheevaluationoftheTechnicalBidsshallbeonthebasisofconcept,detailing,overallmasterplan,andpresentationinvolvingdetailsin3Dwalkthroughoranyothercriteriafinalizedbytheevaluationcommittee,decisionofwhichshallbefinalandbindingandnoclaimwhatsoevershallbeentertained.TheApplicantconsultantsshallberequiredtomakepresentationoftheirconceptwiththehelpofadequateandspecifictechnical&specificationsdetailsbeforetheEvaluationCommittee ofthe Employer/Client/Department.

ApproachandMethodology(A&M) forPresentation			
TheBiddershall make an A&MSubmissionoftheVision3D View&WalkthroughPlanoftheCCHBBuilding			
Sr. No.	**GradingCriteria**	**Maximum Mark**	**Marks Awarded**
A	ConceptDrawingFunctionality(Max. Marks =60)		
(i)	Functionality&AccessibleIndiaNorms	05	
(ii)	Structural Designconcept	10	
(iii)	Lightand ventilation	05	
(iv)	GreenBuildingnorms as perGriha/IGBC	05	
(v)	Furniturelayoutandplanning	05	
(vi)	Suggestions/proposalregardingvariousInternal&Externalfinishes.	15	
(vii)	Technology/SuggestionsforWaterProofingin BasementandTerrace.	10	
(viii)	3D-View andwalkthroughofSports Complex Raigarh	05	
	TOTAL(A)	60	
B	**Buildingefficiency,services in building(MaxMarks = 40)**		
(i)	HVAC conceptDesign	10	
(ii)	Allotherservicesconcept designi.e.OT's,MOT's,MGPS &Miscellaneous	05	
(iii)	Fire Provisionsas perNBC-2016	05	
(iv)	Conservationofwater(Recycle ofwater)	05	
(v)	Wastemanagementsystem.	05	
(vi)	SuggestionforECBC Compliance.	05	
(vii)	Plumbing/ElectricalServicesLayout.	05	
	TOTAL(B)	40	
	GrandTotal TechnicalEvaluationScore(A+B)	100	

11.4 Topre-qualify,theapplicantmustsecureatleast**Fiftypercentmarks(50%)ineach**oftheabovecriteria**Part-A &Part-B**underStage-II and **SixtyPercent(60%)marks in aggregate.**

11.5 FinallyCombinedTechnicalScore(TS)shallbeworkedout**byconsideringmarksachievedunderhead stage–I&II**asbelow:

TechnicalScorearegivenbasedonrelativerankingofmarks,with100(Hundred)marksforhighestmarksachieverandprorate dlowermarks forothers.

TheTechnicalScore(TS)shallbe calculatedusingtheformulaasunder:TS
= (Marks of biddersunderevaluation/Marks of Bidderofhighestmarks) x 100
Forexample,thehighestachieved marks asperabovetableis400andmarks of2nd andthirdis350and300 respectively, thenTS of1stHighestbidderwillbe= (400/400) x 100=100
TS of 2ndbidder is willbe
= (350/400)x 100=87.50TSof3rdbidder willbe = (300/400)x100= 75

11.6 ***Topthreefirms***securing**60 %** ormoreTechnicalScore(TS)shallonlybeconsideredtechnicallyqualifiedforopeningofFinancialBidsandevaluationthereafter.Thedepartmenthoweverreserves therighttorestrict thelist ofsuchqualifiedfirms to anynumberdeemedsuitablebyit.

1. 12.0 Openingof FinancialBid:

AfterevaluationofTechnicalbid,alistofshort-listedagencieswillbeprepared.ThereafterthefinancialBidsofonlyacceptedqualifiedBiddersshallbeopenedatthenotifiedtime,dateandplaceinthepresenceofthequalifiedBiddersortheirrepresentatives.TheBidsshallremainvalidfor**normal75daysfromthe dateofopening**ofFinancialBid.

2. 12. Evaluationof FinancialBid:

12.1 (a) FEES FOR PLANING AND DESIGN OF ALL TYPES OF WORKS -

S. No.	Particulars	Maximum Rate (% of estimated cost*)
	For ProvidingComprehensiveConsultancyServicesforPreparationofdetailedArchitecturalDrawingsincludingdrawingsforLocalBodysubmissionandobtainingapprovals,Structuraldesigninganddetailing,Civil,ElectricalandotherMEPservices,DetailedProjectReport, walkthrough.	
1	ForPreparationofdetailedArchitecturalDrawings,includingdrawingsforLocalBodysubmissionandobtainingapprovals,Structuraldesigning and DetailedProjectReport, (2+3) Including all types of survey.	2.5%
2.	ForPreparationofdetailedArchitecturalDrawings,includingdrawingsforLocalBodysubmissionandobtainingapprovalsand DetailedProjectReport Only Including all types of survey.	1.0%
3.	For Structural Design and Detailing Services Only (i) Complete Structural design work based on specific bearing capacity of soil. (ii) All types of services under PMC after award of work up to completion of project.	1.5% 1.5%

12.1

(b) ThebiddersarerequiredtoquotefeesforconsultancyworkinprescribedformatinclusiveofallprevailingtaxesandleviesincludingtheapplicableGST.Thepricebidwillincludeinter-alia,thefeeforallcomponentsidentifiedincludingdetaileddesign,drawingsandspecificationsforallpartscoveredinthescopeofProjectandshallbebasedontotalprojectareaincludingallservices&otheralliedConsultancyworks.

12.2 Conditionalbidshallnotbeaccepted.

Financialproposalisgivencostscorebasedonrelativerankingofprices,with100(Hundred)marksforlowestandproratedlower marks for higherpricedoffers.

TheBiddersFinancialScore(BFS)shallbecalculatedusingtheformula as under:BFS = (LowestBFQ/BFQ oftheBidderunderevaluation)x 100

Forexample,Lowestquotedamountis300,quoteof2nd andthirdis350and400respectively,then BFSof 1st Lowestbidderwillbe= (300/300)x 100=100BFSof 2nd Lowestbidderwillbe = (300/350)x100=85.71BFSof 3rdLowestbidderwillbe =(300/400)x100= 75

13 FinalCompositeScore

i) ProposalswillberankedaccordingtotheirFinalCompositeScore(FCS)markedoutof100marks,shallbecalculatedbyassigningaweightageof0.70toBidder'sTechnicalScore(TS)andaweightageof 0.30 toBidder'sFinancialScore (BFS).

ii) Theformula tocalculatetheFinalCompositeScore(FCS) isasunder-

FCS =(TS x0.70)+ (BFSx0.30)

TSisthetotaltechnicalScoreoftheBidderoutof100marks.BFSistheBidderFinancialScoreout of 100marks.

TheBidderwhoobtainshighest FinalComposite Score (FCS)shallbeconsideredasH1andmay beconsideredfor awardof work.

Thebiddershouldtake enoughcaretosubmitalltheinformationsoughtbytheemployer/departmentinthedesiredformats.Thebidsareliabletoberejectedifinformationisnotprovidedinthedesiredformats.TheEmployer/Client/Departmenthasrighttoaccept orrejectanyorallbidswithoutassigninganyreason.

Awardof work:

Theworkmaybeawardedtotheapplicant,scoringhighestoverallratingascalculated,amongstthetechnicallyqualifiedbidders.Thesuccessfulapplicantshallbeinformedbytheengineer-in-Chargethrough aletterofacceptance ofhisoffer.

Aftertheawardof workbytheDepartment,theconsultantshallEnterintoaformal agreement withsubconsultantsbringingoutalltherelevanttermsoftheirassociationvis-à-visconsultanti.e.,mainarchitect/consultant.

TheconsultantshallsubmittotheEngineer-in-Chargeforrecord,alltheformallettersofconfirmationfromthe sub consultants to work with the mainarchitect/consultant. The selectedapplicantis expectedto commence theAssignmentwithin10(ten)daysofissueofletter ofaward.

Remunerationreceivedasperthisagreementwillbesubjecttotaxdeductionsatsourceattherateasapplicableatthatpointof time.

FormalagreementwillbedrawnbetweentheExecutiveEngineerPublic Works Department (B&R) Raigarh andthehighestbidderevaluatedby govt.inaccordancewiththe criterionenumeratedaboveconsistenttotheterms ofreferenceof thisdocument.

14.Conditionalbidshallnotbe accepted.

Thebiddershouldtakeenough care tosubmitalltheinformationsoughtbytheemployer/departmentinthedesiredformats.Thebidsareliabletoberejectedif informationisnotprovidedinthedesiredformats.TheEmployer/Client/Departmenthasrighttoacceptorrejectanyorall bidswithoutassigninganyreason.

Remunerationreceivedasperthisagreementwillbesubjecttotaxdeductionsatsourceattherateasapplicableatthatpoin tof time.

FormalagreementwillbedrawnbetweenExecutiveEngineerPublic Works Department (B&R) Raigarh divisionRaigarhandthequalifiedbidderquotedlowestrateevaluatedbygovt.inaccordancewiththecriterionenumerated aboveconsistenttothetermsofreferenceofthisdocument.

15.ReleaseofPerformanceGuarantee:

Theperformanceguaranteeshallbereleasedonsuccessfulcompletionofalltheactivityasmentionedin thisagreementunderthe **"Paymentschedule".**

16.ReleaseofSecurityDeposit:

Thesecuritydepositshallbereleasedafter6months(Sixmonths)ofsuccessfulcompletionofalltheactivityas mentionedin thisagreementunderthe**"Paymentschedule".**

17. Numberofdocuments and copyright

i.Allthedocuments/drawings,designs,reportsandanyotherdetailsenvisagedunderthisagreementshallbesuppl ied ineightcopies.Alldrawings as requiredforsubmissiontoallthelocalbodies andotherauthoritiesshallbesubmittedasperttherequirementoflocalbody.Eight copiesofallthefinaldrawingsshallbesubmittedtotheEngineer-in-ChargealongwithasoftcopyinAutoCadforreproducingitinA-1orlargesize.Ifthereisanyrevisioninanydrawing/documentforanyreason,eightcopiesofdrawing/documents hallbere-issuedalongwithsoftcopyinCDwithoutanyextracharges.All thesedrawingswillbecomethe propertyof theEngineer-in-Charge.

ii.TheEngineer-in-Chargemayusethesedrawingsinpartorfullinanyotherworkwithoutanynoticeto theconsultantandwithoutanyfinancialclaimof theconsultant.

iii. Issueofdetailedworkingdrawing/Modifications:-
Theconsultantwillmatchandapprovethedetailedworkingdrawings(architecturalaswellasstructuraldrawings)aftervettingofstructuraldesign byanyI.I.T./NIT.

iv. Thesedrawingsshouldbeonsuitablescaleanddulymarkedgoodforconstructionandsignedbythearchite ctandconcernedconsultantfirmaswellasproofconsultantfortakinguptheworkduringexecution.Anydiscrepan cypointedoutbytheEngineer-in-Chargewithregardtomismatchbetweenarchitecturaldrawingsandstructuraldrawingsshallbegotreconcileda ndsetrightbytheconsultantandaccordinglyfreshdrawingsorPartofdrawingsshallbeissuedbytheconsultantin corporatingsuchcorrection/modificationsandnothingextrashallbepaidonthisaccountatanystageofsession.

v.
Thedrawingscannotbeissuedtoanyotherperson,firmorauthorityorusedbytheConsultantforanyotherproject .NocopiesofanydrawingsordocumentsshallbeissuedtoanyoneexcepttheEngineer-in-Charge and /orhisauthorizedrepresentative.

18.Responsibilityofaccuracyofprojectproposal:

Theconsultantshallberesponsibleforaccuracyofthedatacollectedandthedesigns,drawingsandconstructiondr awingspreparedbyhimas a partoftheproject.
Heshallindemnifythedepartmentthroughaperformanceguaranteeagainstanyactionarisingoutofsuchinaccura ciesinthework,whichmightsurfaceatany timeatalaterdateofimplementationof theproject.
ThedrawingspreparedbytheConsultantshouldhaveproperlayermanagementandshouldbeavailabletoDepart mentinAutoCADformat&softcopyinwhichtheflexibilitytomakeanychangeexists.Thesedrawingsshallbethepro pertyofthedepartment.

19.PerformanceBankGuarantee(PBG)

5% of the fee payable to the Consultant shall be retained from each running bill as "Retention Money", in addition to the performance guarantee.

The retention money will be discharged by the Client returned to the Consultant after successful completion of the Contract.

The Client reserves the right of forfeiture of the performance guarantee in additions to other claims and penalties in the event of the Consultant's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of Contract.

20.Contract Negotiation:

Contract negotiation, if required, will be held at a date, time and address as intimated to the selected bidder/s. The bidder will, as a pre-requisite for attendance at the negotiations, confirm the availability of all the proposed staff for the assignment. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any and availability of proposed professionals etc.

21.Award of Contract:

After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing an offer letter for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities **within 15 days of issuance of the offer letter**. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The contract will be valid for Twelve Calendar months from the date of effectiveness of the contract and will be extended on mutual consent.

22.Conflict of Interest:

Conflict of interest exists in the event of:

(i) Conflicting assignments, typically monitoring and evaluation/environmental assessment of the same project by the eligible bidder

(ii) Consultants,agenciesorinstitutions(individualsororganizations)whohaveabusinessor family relation with the Client directly or indirectly; and

(iii) Practices prohibited under the anti-corruption policy of the Government of India and Government of Chhattisgarh.

The bidders are to be careful so as not to giverisetoasituationwheretherewillbeany conflict of interest with the Client as this would amount to their disqualification and breach of contract.

23. Disclosure:

a. Bidders have an obligation to disclose any actual or potential conflict of interest.Failure to do so may lead to disqualification of the bidder or termination of its contract.

. Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.

b. Bidders must disclose if they have been convicted of,or are the subject of any proceedings relating to:

. a criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct;.

. Corruption including theoffer or receipt of an inducement of any kind in relation to obtaining any contract.

. Failure to fulfillany obligations in any jurisdiction relating to the payment of taxes or social securitycontributions.

24. Anti-corruption Measure:

a. Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.

b. A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Client shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

25. Language of Proposals:

The proposal and all related correspondence exchanged between the bidder and the Client shall be written in the English language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

26. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Bidder/s is/are not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

27. Legal Jurisdiction:

All legal disputes are subject to the jurisdiction of civil court of……only within Chhattisgarh.

28. Governing Law and Penalty Clause:

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and completing the same from any other agency. The Client may deduct such a sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Chhattisgarh. Failure on bidder's part to furnish the deliverables as per the agreed timeline will enforce a **penalty @ 1% per week subject to maximum of 10% of the total contract value**. The amount will be deducted from the subsequent payment. In addition, **the PBG amount shall also be forfeited**. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final.

29. Confidentiality:

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Consultant of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Client's antifraud and corruption policy. During the execution of the assignment, except with prior written consent of the Client, the consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

30. Amendment of the RFP Document:

At any time before submission of proposals, the Client may amend the RFP by issuing an addendum through <Name of the Department> Department website. Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the Client may, at its discretion, extend the deadline for the submission of the proposals.

31. Client's right to accept any proposal, and to reject any or all proposal/s:

The Client reserves the right to accept or reject any proposal, and to annul or amend the bidding / selection /

evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders.

32. Copyright, Patents and Other Proprietary Rights:

Superintending Engineer, **Public Works Department (B&R) Bilaspur Circle,Bilaspur (C.G.)** shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Client's request, the Consultant shall take all necessary steps to submit them to the Client incompliance with the requirements of the contract.

33. Replacement of Key Personnel:

The key professionals to be deployed under this contract must be dedicated in nature. However, the Client reserves the right to request the Consultant to replace the assigned personnel if they are not performing to a level of satisfaction. After written notification, the Consultant will provide CV of appropriate candidates within Seven (7) days for review and approval. The Consultant must replace the personnel within seven (7) working days from the date of approval of replacement. If one or more key personnel become unavailable / leave the project for any reason midway under the contract, the Consultant must notify the Client at least fourteen (14) days in advance and obtain the approval prior to making any substitution. In notifying the Client, the Consultant shall provide an explanation of circumstances necessitating the proposed replacement and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement. Acceptance of a replacement person by the Client shall not relieve the consultant from responsibility for failure to meet the requirements of the contract. **Change in key professionals beyond the allowable limit of the contract leads to the implication of liquidated damage of 10% of the contract value**.

34. Settlement of Dispute:

The Client and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or arising from or in connection with the contract. Disputes not resolved amicably within 30 days of receipt of notice of such a dispute shall be resolved by a sole arbitrator nominated by the Superintending Engineer, Public Works Department (B&R) Bilaspur Circle,Bilaspur (C.G.)

The arbitration proceeding shall be held in ..... within Chhattisgarh.

35. Disqualification of Proposal:

The proposal is liable to be disqualified in the following cases as listed below:

- Proposal submitted without Bid Processing Fee & EMD/Bid Security declaration as applicable.
- Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP.
- During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices.
- Proposal is received in incomplete form.
- Proposal is received after due date and time for submission of bid.
- Proposal is not accompanied by all the requisite documents / information.
- A commercial bid submitted with assumptions or conditions.
- Bids with any conditional technical and financial offer.
- If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal withits own conditions, such proposals will be rejected even if the commercial value of such proposals isthe lowest / best value.
- The proposal is not properly sealed or signed.
- Proposal is not conforming to the requirement of the scope of the work of the assignment.
- Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same,presentations during evaluation, clarifications provided by the bidder), excluding the commercial bid,submitted by the bidder is found to contain any information on price, pricing policy, pricingmechanism or any information indicative of the commercial aspects of the bid.
- Bidders or any person acting on their behalf indulges in corrupt and fraudulent practices.

Any other condition / situation which holds the paramount interest of the Client during the overall selection process.

SECTION: 3

TERMS OF REFERENCE (ToR)

Introduction (Background)

The site details and general requirement is as follows. The applicant needs to interact with the user and contact O/O Superintending Engineer, Public Works Department (B&R)BilaspurCircle,Bilaspur (C.G.)

About the Project:

It is proposed for **"Construction of Indoor Stadium Complex, Astro Turf Hockey Ground and Synthetic Athletics Track at Raigarh District in Chhattisgarh State on EPC Basis"** (SH:- ProvidingComprehensiveConsultancyServicesforPreparationofdetailedArchitecturalDrawingsincludingdrawingsfor LocalBodysubmissionandobtainingapprovals,Structuraldesigninganddetailing,Civil,ElectricalandotherMEPservices, DetailedProjectReport, walkthrough andpreparationoftenderdocumentsetc.)

The design requirements shall be vetted by Review Committee

1. Purpose / Objectives of the Assignment

1.1 The objectives of this consultancy services would be to carry out detailed engineering planning such as site analysis, surveys, preparation of design briefs in consultation with OAV and Chief Engineer (B&R) & undertake architectural designs and preparation of working drawings, specifications, cost estimate including BOQ, bid document, structural design duly vetted by any recognized Technical Institute IIT/ NIT and approval of department.

1.2 Accordingly the activities under this consultancy package should include:

1.2.1 Preliminary Project Report: The Consultant shall carry out preliminary survey of the area contour plan, sub soil exploration and study all available documents and prepare a methodology to take up the planning, design and DPR.

1.2.2 Detailed architectural and structural design and preparation of DPR. The consultant shall presentthe preliminary Project Report to the client and after discussion shall firm up the same. Then, the consultant shall carry out detailed Engineering studies and prepare the final planning & design. The detail project report shall also include preparation of detail cost estimate, BOQ, Specification

Executive Summary

This Executive Summary provides an overview of the proposed development of a state-of-the-art integrated sports complex in Raigarh District, Chhattisgarh, aimed at enhancing sports infrastructure and fostering athletic talent within the region.

Project Overview: The project entails the construction of a comprehensive sports complex designed to meet international standards, accommodating various sporting disciplines such as:

▪ Athletics ▪ Archery ▪ Hockey ▪ Swimming ▪ Basketball ▪ Lawn Tennis ▪ Volleyball ▪ Multi-Sport ▪ Kho-Kho ▪ Kabaddi ▪ Badminton ▪ Weightlifting ▪ Combat Sports ▪ Gymnastics ▪ Table Tennis ▪ Squash ▪ Shooting ▪ Wrestling▪ Football

Located strategically in Chhattisgarh, the complex aims to serve as a hub for sports development, catering to both elite athletes and the general public.

Objectives: • Establish a world-class facility to promote sports excellence and community engagement. • Provide modern amenities and infrastructure conducive to training, competition, and recreational activities. • Stimulate economic growth through sports tourism and local business opportunities.

Scope: The sports complex will encompass multi-purpose stadiums, training facilities, administrative offices, and supporting amenities such as parking and spectator areas. It will integrate sustainable design principles and adhere to environmental regulations.

2. DetailedScope of Work

The Client shall furnish project requirements, surveys, drawings and area schedule etc. to theConsultant, the Consultant shall, thereupon, render the following services and deemed to be included in their quoted price unless mentioned otherwise:

Stage-I: Concept Design Stage

i. Ascertain Client's requirements, examine site constraints & potential; and prepare a design brief for Client's approval.
ii. Prepare report on site evaluation, state of existing buildings, if any; and analysis and impact of existing or proposed development on its immediate environment
iii. Carry out topographical survey and submission of complete survey report / drawings showing all the relevant topographical features including incorporation of comments from Client: if any. The cost incurred towards same shall be paid / re-imbursed by the Client as per actual.
iv. Carry out geotechnical investigations, tests and reports with recommendation on type of foundation for the design including incorporation of comments from Client: if any. The cost incurred towards same shall be paid / re-imbursed by the Client as per actual.
v. Prepare master plan, site plan (layout plan) showing contours, features and services & facilities available, prepare conceptual drawings, section plan, elevations, preliminary sketch and drawings giving details of useful areas, services areas, circulation area and total plinth area identifying soil condition, climatic condition and preliminary estimate to provide information in respect of magnitude of work and its component and service and cost of all such items involved.
vi. Prepare plinth area rough rate estimate as per latest CPWD norms. The estimate shall also include the non-SOR items on prevailing market rate along with justification and specification.
vii. The Consultant shall prepare and give presentations on the schemes as and when required by Client and shall incorporate the changes desired by the Client without any extra cost.

2.1 Stage-II: Planning Stage

i. Modify and finalize the master plan and conceptual drawings and incorporate changes; if any suggested by the Client after discussion.
ii. Preliminary planning of all internal and external utility services like water supply, sewerage, storm water drainage, electrical, HVAC (Heating, Ventilation and Air-conditioning) Fire Alarm & Fire-fighting appliances acoustics, telephone conduit, street/compound lighting landscaping, Rain water harvesting, development plans showing roads, paths, parks, paved areas, drains, culverts, compound walls, external lighting, Electrical sub-station, DG sets, Lifts, interior design and graphic signage, security system, telecommunication system etc. indicating scope, specifications and costs separately of such sub-head.
iii. Preparation of Design Basis Report (DBR) for entire campus including all aspects of construction including Architectural, Civil & all associated services like Water supply, Fire Fighting, Drainage, Sewerage system, STP, Storm Water Drainage, Rainwater Harvesting, Heating, Ventilation & Air Conditioning, Electrical works, Landscaping etc. for approval of Client, incorporating comments/observations, amendments and getting approval of Client.
iv. Assist Client obtaining approval / clearances from local bodies / authorities etc. All statutory fees payable to various government authorities shall be paid by the Dept. as per actual.
v. Submission of final DPR shall also include cost Estimate , BOQ , structure design ,MEP services drawings analysis of non – SOR items etc as per scope.

2.2 Stage-III: Tender / Bid Process Management Stage

i. Prepare complete tender document including conditions of contract, tender drawings, scope of work, estimates based on Plinth Area Rates and market rate analysis for items which are not included in CPWD Specifications, stage payment schedule, schedule of finishes, list of recommended makes, technical specifications, tender drawings sufficient to call of EPC Tenders etc.
ii. Assist the Dept. in issuing the tender notice and bid documents to prospective bidders.
iii. Assistance in organizing the pre-bid conference and clarifying the doubts.

iv. Assist the Dept. in evaluation of bids.
v. Assistance in negotiations with qualified bidders, if required.
vi. Assistance in selection and award of work to the EPC Contractor.

2.3 Stage-IV: Construction Stage (Project Management Stage)

i. The Consultant shall review and approve Detailed Design and Goods for Construction Drawings (GFCs) prepared by the EPC Contractor and ensure that all the preliminary design aspects and parameters have been adhered to.

ii. The Consultant shall assist EPC Contractor in obtaining approval from any statutory body / local Govt. Body like Pollution Control Board, Environmental clearance etc. as applicable to this project for execution of work or for designs / drawings of the scheme.

iii. The Consultant shall review and approve shop drawings submitted by EPC Contractor / vendor.

iv. The Consultant shall periodically site visit to oversee the progress of work.
v. Take measurements required for the purpose of Bill Payments and carry out all calculations in a manner that Interim Payment Certificate is submitted to the Employer on monthly basis. The IPC shall reach the Employer for payment by First week of every month.

vi. During the Construction Period, the Consultant shall submit Monthly Monitoring Reports to the Authority outlining the Progress vis-à-vis proposed Implementation Plan, potential issues that may delay the project, report any malpractices noticed from the EPC Contractor's side, overall quality of the works being undertaken by the EPC Contractor, genuine issues of the EPC Contractor that the Authority should intervene to resolve, etc.

2.4 Stage-V : Post Construction Stage

i. Review completion drawings and reports, operation & maintenance manual, as-built drawings and other documents submitted by EPC Contractor for the project.
ii. Assist EPC Contractor in obtaining completion and occupation certificates, wherever necessary from the local bodies after completion of work and inspection by Municipal / Fire/ Electrical Inspectors. All statutory fees payable to various government authorities shall be paid / reimbursed by the Dept. as per actual.
iii. Assist Client in Arbitration/Litigation case(s) that may arise out of the contract entered into, in respect of above work, regarding clarifications / interpretations, supply of drawings, designs, specifications as and when required. The consultants' role will be limited to these clarifications only and unless specifically required by the Arbitrator / Court, he shall not be required to participate in actual Arbitration/Litigation proceedings.

Time Schedule

Sl. No.	Activities	Time required for completion of Activity (in days)	Total time from date of start (in days)
	Pre- Construction Activities		
1.	Stage-I: Concept Design Stage	**20**	**20**
2.	Stage-II: Planning Stage	**20**	**40**
	Preparation of tender document		

3.	Stage-III: Tender / Bid Process Management Stage.	**20**	**60**
	Project management consultancy		
4.	Stage-IV: Construction Stage (Project Management Stage)	**Project duration period of EPC Contractor**	
5.	Stage-V : Post Construction Stage	**45**	-

3. Payment Terms:

i) Milestone payment schedule for various activities is as under:

Sl. No.	Activities	% of total fee payable	Cumulative%
A	**APPROVAL STAGE**		
	On approval from local bodies and Environmental clearance if required	10	5
B	**PREPARATION OF, STRUCTURAL DESIGN AND DRAWINGS**		
B.1	On Submission and approval of DBR & DPR.	5	10
B.2	On Submission and approval of detailed architectural drawings, structural and service drawings for all buildings	10	30
B.3	On Vetting all the structural drawings	5	35
B.4	On approval of “good for construction” drawings for all the building as per the scope of the work	10	45
B.5	On approval of “good for construction” drawings for all MEP services as per the scope of the work.	10	55
B.6	On Submission and approval of 3D- View, 3D- walkthrough and BIMS Model	5	60
B.7	On Submission and approval of Detailed Estimate, technical specifications and other documents related for tendering process	10	70
C	**EXECUTION AND COMPLETION**		
C.1	On completion of 50% work	10	80
	On obtaining all the required NOCs from local bodies and Occupation Certificate from local body including submission of “As Built” drawing for all the building and all services.	10	90

C.3	On obtaining minimum 3-star rating from GRIHA/IGBC.	5	100

Notes:

1. Amount@ 2% of final bid amount per month will be withheld from the bills for the delay in activities in time schedule for activities above subject to maximum 5% of final Bid value. This amount will be released/adjusted after sanction of EOT by competent authority under clause 5 (Compensation for delay) of Clause of Contract.

2. Payment of fee as per the various stages of the above Payment Schedule shall be considered in consultation with Engineer-in-charge of Electrical and Civil Component as due only when the entire work up to that stage is completed in all respects for all the buildings, structures, landscaping, and external development, furniture, and service connections etc. as applicable for that stage of the work. No intermediate payment on pro-rata basis shall be admissible for release to the consultant.

3.For running payments, the consultants shall submit necessary bill in duplicate. The payment due to the consultant will be made within one month of submission of bills of the corresponding stage after satisfactory performance.

4. Background materials, data, reports, records of previous surveys and so on, to be provided to the consultant. (Mention a caveat about reliability of material provided and the need for consultant to verify and crosscheck vital aspects)

i) The Consultant is required to recommend at least three makes for every material/ fitting proposedto be usedin the work. The quality and the price of the recommended makes should be comparable to each other and be the best available in the market.

ii) The "List of Approved Makes' is required to be finalized before proceeding with the rate analysis anddetailed estimation.

5. Facilities which will be provided to the consultants by the Procuring Entity, say local conveyance, officespace, office machines, secretarial assistance, utilities, local services etc.

6. Any other related information specific to proposed study / assignment which is necessary to be furnishedto all the bidders.

7. Roles and Responsibilities of Stake holders Department

- Stake holder Department
- Consultant

Procedure for review of the work of the consultant after award of contract including testing, validation, approval. The name and / or designation of the officials responsible for reviewing the work and monitoring the activities of the consultants may also be included here. A mention about the Consultant Monitoring Committee (CMC) may be included.

Review Committee:

The Review Committee consists of the following shall review the deliverables of the consultants

(i) C.E (B&R) – Chairman

(ii) S.E. (B&R) – Member

(iii) S.E. (E&M) – Member

(iv) EE (B&R) – Member

(v) EE (E&M) – Member

(vi) SDO (B&R) – Member

(vii) Sports Department– Member

Section 4

Technical Proposal Submission For

TECH-1

COVERING LETTER

(On Bidder's Letter Head)

[Location, Date]

To

Superintending Engineer,
Public Works Department (B&R)
BilaspurCircle,Bilaspur (Chhattisgarh)

Subject: "Construction of Indoor Stadium Complex, Astro Turf Hockey Ground and Synthetic Athletics Track at Raigarh District in Chhattisgarh State on EPC Basis" (SH:-
ProvidingComprehensiveConsultancyServicesforPreparationofdetailedArchitecturalDrawingsincludingdrawingsforLocalBodysubmissionandobtainingapprovals,Structuraldesigninganddetailing,Civil,ElectricalandotherMEPservices,DetailedProjectReport, walkthrough andpreparationoftenderdocumentsetc.)

Dear Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No…… , Dated:……..I hereby submit the proposal which includes this technical proposal sealed under a separate envelope. Our proposal will be valid for acceptance up to <Nos.>Days and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to the disqualification of our proposal. If negotiations are held During the period of validity of the proposal, I undertake to negotiate on the basis of the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. In case any provisions of this RFP/ ToR including our technical & financial proposal is found to be deviated, then your department shall have right to reject our proposal including forfeiture of the Earnest Money Deposit absolutely. I confirm that I have the authority to submit the proposal and to clarify any details on its behalf.

I understand you are not bound to accept any proposal you receive.

I remain,

Yours faithfully,

Authorized Signatory with Date and Seal:
Name and Designation: …….
Address of Bidder: …….

TECH-2

Bidder's Organization (General Details)

Sl. No.	Description	Full Details
1	Name of the Bidder	
2	Address for communication: Tel: Fax: Email ID:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder:	
4	Registration / Incorporation Details Registration NO.: Date & Year:	
5	Mobile No.: Email ID:	
6	Bid Processing Fee Details Amount: DD No.: Date: Name of the Bank:	
7	EMD Details Amount: DD No.: Date: Name of the Bank:	
8	PAN Number	
9	Goods and Services Tax Identification Number (GSTIN)	
10	Willing to carry out assignments as per the scope of work of the RFP	YES
11	Willing to accept all the terms and conditions as specified in the RFP	YES

Authorized Signatory **[In full and initials]**: …….

Name and Designation with Date and Seal: …….

TECH-3

Bidder's Organization (Financial Details)

Financial Information in INR						
Details	FY ……	FY ……	FY ……	FY ……	FY …….	Average
Consulting Turnover (In Crores)						

Supporting Document:

Audited certified financial statements for the last <Nos> FYs (to be decided accordingly) (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form).

Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the Bidder and to be furnished in original along with the technical proposal failing which the proposal will be outrightly rejected. No scanned copy will be entertained.

……

Signature and Seal of the Company Auditor with Date in Original

Authorized Signatory [In full initials with Date and Seal]: …….

Communication Address of the Bidder: …….

[N.B: No Scanned Signature will be entertained]

TECH-4

Format for Power of Attorney

(On Bidder's Letter Head)

I, …… the …… (Designation) of (Nameof the Organization) in witness whereof certify that <Name of person>is authorized to execute the attorney on behalf of <Name of Organizations<Designation of the person>of the company acting for and on behalf of the company under the authority conferred by the < Notification/ Authority order no.>Dated <date of reference>has signed this Power of attorney at <place> on this day of<day><month>, <year>.

The signatures of <Name of person>in whose favor authority is being made under the attorney given below are hereby certified.

Name of the Authorized Representative:

……

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Address of the Bidder:

TECH-5

(Bidder's Past Experience Details)

Table – 1 (List of <Nos> completed assignments only of similar nature** in any sector during last 15 Years)

Sl. No.	Period	Name of the Assignment	Name of the Client	Contract Value (In INR Crores)	Date of Award / Commencement of Assignment	Date of Completion of Assignment	Remarks if any
A	B	C	D	E	F	G	H
1							
2							
3							

Authorized Signatory [In full and initials]: …….

Name and Designation with Date and Seal: …….

Note:- Bidders are requested to furnish the list limited to <Nos> assignments of similar undertaken during the last <5 Nos> Financial Years (to be decided accordingly) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order along with Completion Certificate from the Completed authority need to be furnished along with the above information.

- Assignments having Contract Value of ≥Rs. **105.50 Crores**& Durationof ≥5 Month only will be taken into consideration.

TECH-6

(Information Regarding any Conflicting Activities and Declaration Thereof)

Are there any activities carried out by your agency which are of conflicting nature as mentionedin Section 2:[Information to the Bidder] under Eligibility Criteria: Para (5). If yes, please furnish details of any such activities.

If No, Please Certify

IN BIDDER'S LETTER HEAD

I, hereby declare that our agency as Individual / as a member of any consortium is not indulged in any such activities which can be termed as the conflicting activities as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Para (6).

I, also acknowledge that in case of misrepresentation of any of the information, our proposal / contract shall be rejected / terminated by the Client which shall be binding on us.

Authorized Signatory [In full initials with Date and Seal]: …….

Communication Address of the Bidder: ……

TECH-7

Comments and Suggestions on the Terms of Reference / Scope of Work and Counterpart Staff and Facilities to be provided by the Client

A: On the Terms of Reference / Scope of Work:

[The consultant needs to present and justify in this section, if any modifications to the Terms of Reference he is proposing to improve performance in carrying out the assignment (such as deleting some activity considering unnecessary, or adding another, or proposing a different phasing of the activities / study process modifications). Such suggestions should be concise and to the point and incorporated in the technical proposal. Modification / suggestion will not be taken into consideration without adequate justification. Any change in manpower resources will not be taken into consideration].

B: On Input and Facilities to be provide by the Client:

[Comment here on inputs and facilities to be provided by the Client with respect to the Scope of Work and Study Implementation]

Authorized Signatory [In full and initials]: …….

Name and Designation with Date and Seal: …….

TECH-8

Description Of Approach, Methodology and Workplan to Undertake the Assignment

[Technical approach, methodology and work plan are key components of the Technical Proposal. In this Section, the bidder should explain his understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, he should highlight the problems being addressed and their importance and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following four sections]

A. Understanding of Scope, Objectives and Completeness of response

Please explain your understanding of the scope and objectives of the assignment based on the scope of work, the technical approach, and the proposed methodology adopted for implementation of the tasks and activities to deliver the expected output(s), and the degree of detail of such output. **Please do not repeat/ copy the ToR here.**

B. Description of Approach and Methodology:

a. Key Guiding Principles for the study.
b. Proposed Framework.
c. Information Matrix.
d. Any other issues

C. Methodology to be adopted:

Explaining of the proposed methodologies to be adopted highlighting of the compatibility of the same with the proposed approach. This includes:

a. Detail research design including sample design and estimation procedure.
b. Field Process Protocol Control.
c. Suggestive tools for data collection.
d. Analysis of field data and preparation of reports.
e. Any other issues.

D. Staffing and Study Management Plan:

The bidder should propose and justify the structure and composition of the team and should enlist the main activities under the assignment in respect of the Key Professionals responsible for it. Further, it is necessary to enlist the activities under the proposed assignment with sub-activities (week wise). (Graphical representation)

Authorized Signatory [In full and initials]: ……

Name and Designation with Date and Seal: ……

<<The bidder may be asked to submit the required information within a certain number of pages, with font specified>>

TECH-9

Format of Curriculum Vitae (CV) for Proposed Key Professional

[For each position of key professional separate form Tech B-6 will be prepared]

1. Proposed Position:
2. Name of Firm:
3. Name of Staff:
4. Date of Birth:
5. Years with Firm:
6. Nationality:
7. Education:
   [Indicate college / university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates]
8. Membership in Professional Associations:
9. Other Trainings:
10. Countries of Work Experience:
11. Languages
    [For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]
12. Employment Records:
    [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held. For experience in last ten years, also give types of activities performed and Client references, where appropriate as per the prescribed format given below]

From [Year]	To [Year]
Procuring Entity Name:	
Position Held:	
Details of the Task Assigned [List all tasks to be performed under this Assignment/job]	

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned:
    [Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment /jobs that best illustrate staff capability to handle the tasks listed under point.12.]

Name of the Project	
Year	
Location	
Name of the Client	
Project Feature	
Position Held	
Activities Performed	

Certification:

I, the undersigned, certify that to the best of my knowledge and belief that this CV correctly describes my qualifications and past experiences. I will undertake this assignment for the full project duration in terms of roles and responsibilities assigned in the technical proposal or any agreed extension of activities thereof. I understand that any misstatement herein leads to disqualification of CV

Date:

Signature of Key Professional with Date: ……

Authorized Signatory [In full and initials]: …….

Name and Designation with Date and Seal: …….

<<NB: CV write up may be restricted to a certain number of pages with quality information relevant to the key professional requirements. This will be easy in evaluating the resumes for short listing. The CVs needs to be jointly signed by the proposed professional and the authorized representative of the Bidder.>>

TECH-10

PROPOSED WORKPLAN TO CARRY OUT THE ASSIGNMENT

Week	1	2	3	4	5	6
Sequence of Study Activities / Sub Activities						

Indicate all main activities / sub activities of the proposed assignment including delivery of reports (Inception. and Final Reports) and other associate sub-activities

Authorized Signatory [In full and initials]: …….

Name and Designation with Date and Seal: ……

FORM FOR CERTIFICATEOFNET WORTHFROMCHARTERED ACCOUNTANT

Itistocertifythataspertheauditedbalancesheetandprofit&lossaccountduringthefinancialyear.....

.....,the Net WorthofM/s.....

(Name& RegisteredAddressofconsultant/firms),
ason.....(Therelevant

Date) isRs.....afterconsideringallliabilities.

Itis further certifiedthat the NetWorthof thecompanyhas noteroded

bymorethan30%inthelastthreeyearsendingon therelevantdate.

Signature ofCharteredAccountant

.....

Name ofChartered Accountant

.....

MembershipNo. of ICAI

DateandSeal

3. ***NOTE:***

NetWorthCertificateshouldbe on letterhead of theCharteredAccountant,addressed to tenderingauthority.i.e.SuperintendingEngineerPublic works department (B&R) BilaspurCircle,Bilaspur (C.G)**.**

Section 5

Financial Proposal Submission Forms

FIN-1

COVERING LETTER

(On Bidder's Letter Head)

[Location, Date]

To

Superintending Engineer,

Public Works Department (B&R)

BilaspurCircle,Bilaspur (Chhattisgarh)

Subject: - "Construction of Indoor Stadium Complex, Astro Turf Hockey Ground and Synthetic Athletics Track at Raigarh District in Chhattisgarh State on EPC Basis" (SH:- ProvidingComprehensiveConsultancyServicesforPreparationofdetailedArchitecturalDrawingsincludingdrawingsforLocalBodysubmissionandobtainingapprovals,Structuraldesigninganddetailing,Civil,ElectricalandotherMEPservices,DetailedProjectReport, walkthrough andpreparationoftenderdocumentsetc.)

Sir,

I, the undersigned, offer to provide the consulting services for [Insert title of assignment] inaccordance with your Request for Proposal No. ……., Dated: …….

Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures].

The above quoted amount is inclusive of the all taxes applicableincluding extraGST as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the RFP document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the **validity period of the proposal of 180 days**. I have carefully read and understood the terms and conditions of the RFP and do hereby undertake to provide the service accordingly. I understand you are not bound to accept any proposal you receive.

I remain,

Yours faithfully,

Authorized Signatory [In full and initials]:

Name and Designation of Signatory

with Date and Seal:

Address of Bidder: …….

***Amount must watch with the one indicated in Fin-2.**

FIN-2

SUMMARY OF FINANCIAL PROPOSAL

To

……

Dear Sir,

Subject: [name of assignment].

We, the undersigned, offer to provide the consulting services for [name of assignment] in accordance with your Request for Proposal dated [date].

Sl. No.	Description	% age (in Figures)	% age (in words)
1	……	……..%	……Percentage

- The above quoted fee shall be inclusive of GST. GST as per prevailing rates shall be paid to the Consultant.

We remain,
Yours sincerely,

Signature of the bidder with seal

Section 6

Bid Submission Checklist

Sl. No.	Description	Submitted (Yes / No)	Page No.
TECHNICAL PROPOSAL (ORIGINAL + 1 COPY)			
1	Filled in Bid Submission Check List **(ANNEXURE – I)**		
2	Covering Letter **(TECH -1)**		
3	Bid Processing Fee of inform to DD		
4	EMD shape of TDR / Bank Guarantee / Bid Security declaration		
5	Copy of Certificate of Incorporation / Registration of the Bidder		
6	Copy of **PAN**		
7	Copy of Goods and Services Tax Identification Number **(GSTIN)**		
8	Copies of IT Returns for the last **Five FYs to be decided accordingly)**		
9	General Details of the Bidder **(TECH - 2)**		
10	Financial details of the bidder **(TECH - 3)** along with all the supportive documents such as copies of Profit - Loss Statement and Balance Sheet for the concerned period		
11	Power of Attorney (TECH - 4) in favor of the person signing the bid on behalf of the bidder.		
12	List of completed assignments of similar nature (Past Experience Details) (TECH - 5) along with the copies of work orders and completion certificates from the employers for the respective assignments		
13	Self-Declaration on Potential Conflict of Interest (TECH - 6)		
14	**Under taking** for not have been **blacklisted** by any Central/ State Govt./any Autonomous bodies during its business career.t		
15	Comments and Suggestions (TECH - 7)		
16	Description of Approach, Methodology & Work Plan (TECH-8)		
17	CV of Key Professionals (TECH - 9)		
18	Work Plan (TECH - 10)		
19	Certificate of net worth from CA (Tech-11)		
20	Agreement duly signed by the authorized signatories, shall designate the roles of each partner		
FINANCIAL PROPOSAL (ORIGINAL + 1 COPY)			
1	Covering Letter **(FIN-1)**		
2	Summary of Financial Proposal **(FIN-2)**		

Undertaking:

- All the information has been submitted as per the prescribed format and procedure.
- Each part has been separately bound with no loose sheets and each page of all the two parts are page numbered along with Index Page.
- All pages of the proposal have been sealed and signed by the authorized representative.

Authorized Signatory [In full and initials]: ……

Name and Designation with Date and Seal: ……

Annexure – II

Performance Bank Guarantee Format

To,

The Executive Engineer,
Public Works Department (B&R)
Raigarh Division Raigarh (C.G.)

WHEREAS …… (Name and address of the Consultant) (hereinafter called "the Consultant") has undertaken, in pursuance of RFP No dated to undertake the service (description of services) (herein after called "the contract").

AND WHEREAS it has been stipulated by (Name of the Client) in the said contract that the Consultant shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract.

AND WHEREAS we have agreed to give the supplier such a bank guarantee.

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the consultant shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This performance bank guarantee shall be valid until the day of , <Year>

Our branch at …… (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our …… branch a written claim or demand and received by us at our …… branch on or before Dt.

Otherwise, the bank shall be discharged of all liabilities under this guarantee thereafter.

…….. (Signature of the authorized officer of the Bank)

……

Name and Designation of the Officer

……

……

Seal, Name & Address of the Bank & Branch

<<Any other assignment related material may also be included in the Annexure for the bidder>>

Annexure – III

Form of Bid – Security Declaration

<Letter Head of the Bidder>
<Date>
Bid No.:

To
[Insert complete name and address of the Authority / Employer / Tender Inviting Authority]
We, the undersigned, declare that:

1. 1. We understand that, according to your conditions, bids must be supported by a Bid-Security Declaration.
2. We accept that the Authority/ Employer/ Tender Inviting Authority shall cancel our empanelment and / or suspend/prohibit/debar/blacklist from participating in bidding in any contract of the State for a minimum periodof180 days, if we are in breach of our obligation(s) under the bid conditions, because we:
    (a) Have withdrawn our Bid prior to the expiry date of the bid validity specified in the Letter of Bid or any extended date provided by us; or
    (b) having been notified of the acceptance of our Bid by the Employer prior to the expiry date the bid validity in the Letter of Bid or any extended date provided by us,
        i. fail or ref use to furnish the Performance Security and, Additional Performance Security, if required in accordance with the ITB/ Terms of the Bid Document/RFP, or
        ii. fail to agree to the decisions of the contract negotiation meeting or
        iii. fail or refuse to execute the Contract
3. We understand this Bid-Security Declaration shall expire if we are not the successful Bidder, upon the earlier of your notification of the name of the successful Bidder through award of contract; or(ii) after the expiry date of the Bid validity.

Name of the Bidder* ……

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ……..

Title of the person signing the Bid …….

Signature of the person named above ……

Date Signed …….. day of ……., ……..

*In the Case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bud-Security Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

Section 7

STANDARD FORM OF CONTRACT

Consultants' Services

Lump – Sum

Contents

I. Form of Contract

II. General Conditions of Contract

1. General Provisions

2. Commencement, Completion, Modification and Termination of Contract

3. Obligations of the Consultant

4. Consultants' Personnel and Sub-Consultants

5. Obligations of the Employer

6. Payments to the Consultant

7. Fairness and Good Faith

8. Settlement of Disputes

9. Liquidated Damages

10. Miscellaneous Provisions

III. Special Conditions of Contract

IV. Appendices

Appendix A – Description of Services

Appendix B – reporting Requirements

Appendix C – Staffing Schedule

Appendix D – Cost Estimates in Foreign Currency

Appendix E – Duties of the Employe

CONTRACT FOR CONSULTANTS' SERVICES

Between

[Name of the Client]

And

[Name of the Consultant]

Dated:

I. Form of Contract

(Text in brackets [ ] should be filled up appropriately; all notes should be deleted in final text)

This CONTRACT (hereinafter called the "Contract") is made the [……..] day of the month of [……..], [……],between the Executive Engineer, Public Works Department (B&R), Raigarh Division raigarh(Chhattisgarh) (hereinafter called the "Client"), of the First Part and, [name of consultant] (hereinafter called the "Consultant") of the Second Part.

WHEREAS

(a) The Consultant, having represented to the "Employer" that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated issued by the Employer.

(b) The "Employer" has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this contract:

(a) The General Conditions of Contract
(b) The Special Conditions of Contract
(c) The following Appendices:

Appendix A: Description of Services
Appendix B: Reporting Requirements
Appendix C: Staffing Schedule
Appendix D: Cost Estimates
Appendix E: Duties of the "Employer"
Appendix F: Duties of the Consultant

2. The mutual rights and obligations of the "Employer" and the Consultant shall be as set forth in the Contract, in particular:

(a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and

(b) the "Employer" shall make payments to the Consultant in accordance with the provisions of the Contract

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

Signed by ……

For and on behalf of the President of India [Name of "Employer''']
(Witness) [Authorized Representative]
(i)

In presence of (Witness)

(i)

(ii)

2. For and on behalf of [Name of Consultant]

[Authorized Representative]

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

3.For and on behalf of each of the Member of the Consultant.

[Name of Member] [Authorized Representative]

4. [Name of Member

[Authorized Representative]

II.General Conditions of Contract

- **General Provisions**
  Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

  i) **"Applicable Law"** means the laws and any other instruments having the force of law in India for the time being.

  ii) **"Consultant"** means any private or public entity that will provide the Services to the "Employer" under the Contract.

  iii) **"Contract"** means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.

  iv) **"Day"** means calendar day.

  v) **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.

  vi) **"Foreign Currency"** means any currency other than the currency of the "Employer's" country.

  vii) **"GC"** means these General Conditions of Contract.

  viii) **"Government"** means the Government of India

  ix) **"Local Currency"** means Indian Rupees.

  x) **"Member"** means any of the entities that make up the joint venture/consortium/association; and **"Members"** means all these entities.

  xi) **"Party"** means the "Employer" or the Consultant, as the case may be, and "Parties" means both of them.

  xii) **"Personnel"** means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).

  xiii) **"Reimbursable expenses"** means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].

  xiv) **"SC"** means the Special Conditions of Contract by which the GC may be amended or supplemented.

  xv) **"Services"** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

  xvi) **"Sub-Consultants"** means any person or entity to whom/which the Consultant subcontracts any part of the Services.

  xvii) **"Third Party"** means any person or entity other than the "Employer", or the Consultant.

  xviii) **"In writing"** means communicated in written form with proof of receipt.

Relationshipbetweenthe Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

- **Heading:** The headings shall not limit, alter or affect or affect the meaning of this Contract.
- **Notices**

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the **communication is addressed**, or when sent by registered post to such Party at the address specified in the SC.
A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

Location: The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the "Employer" may approve.

Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Employer" or the Consultant may be taken or executed by the officials specified in the SC.

Taxes and Duties: The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

- **Fraud and Corruption**

Definitions: It is the Employer's policy to require that Employers as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

(i) **"Corrupt Practice"**means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution.

(ii) **"Fraudulent practice"** means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract.

(iii) **"Collusive practices"** means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels.

(iv) **"Coercive practices"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract.

- **Measures to be taken by the Employer**

(a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation.

(b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract 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, a Employer-financed contract;

- **Commissions and Fees**

  At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date (the "Effective Date") of the "Employer's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this 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.

2.3 Commencement of Services: The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.5 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations:

Work to be executed under EPC mode hence no variation & modification is allowed

2.7 Force Majeure

2.7.1 Definition (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond there as on able control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non per formance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earth quake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(B) Force Majeure shall not include

(i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or agents or employees, nor

(ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(a) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract : The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken:

(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "Employer", shall either:
(i) demobilize, or
(ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 **Suspension:** The "Employer" may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9 **Termination:**

2.9.1.1 By the "Employer": The "Employer" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1.1.

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the "Employer" may have subsequently approved in writing.

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services

under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

(d) If the Consultant, in the judgment of the "Employer", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(e) If the Consultant submits to the "Employer" a false statement which has a material effect on the rights, obligations or interests of the "Employer".

(ee) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

(f) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.

(g) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(h) If the "Employer", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence the "Employer" shall give a not less than thirty (30) days' written notice of termination to the Consultants, and sixty (60) days' in case of the event referred to in (h).

2.9.2 By the Consultant : The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the "Employer", in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

(a) If the "Employer" fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the "Employer" fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

(d) If the "Employer" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the "Employer" of the Consultant's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations : Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

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

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC2.9.1 or GC 2.9.2 hereof, the "Employer" shall make the following payments to the Consultant:

(a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;

(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merint as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.6 2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3 Obligations of the Consultant

3.1 General

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

3.2 **Conflict of Interests:** The Consultant shall hold the "Employer's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions. Consultant not to benefit from Commissions, Discounts, etc.

3.2.1 (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the "Employer" on the procurement of goods, works or services, the Consultant shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the "Employer".

3.2.2 **Consultant and Affiliates Not to Engage in Certain Activities :** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 **Prohibition of Conflicting Activities:** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 **Confidentiality :** Except with the prior written consent of the "Employer", the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 **Insurance to be Taken out by the Consultant :** The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the "Employer", insurance against the risks, and for the coverage specified in the SC, and (ii) at the "Employer's" request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.5 **Accounting, Inspection and Auditing:** The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "Employer" or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Employer" or the Employer, if so required by the "Employer" or the Employer as the case may be.

3.6 **Consultant's Actions Requiring "Employer's" Prior Approval:** The Consultant shall obtain the "Employer's prior approval in writing before taking any of the following actions:

(a) Any change or addition to the Personnel listed in Appendix C.

(b) Sub contracts : the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub- Consultants are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may request the Consultant to provide a replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself.

3.7 **Reporting Obligations:** The Consultant shall submit to the "Employer" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.8 **Documents Prepared by the Consultant to be the Property of the "Employer":** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request.. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the "Employer's prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.9 **Equipment, Vehicles and Materials Furnished by the "Employer" :** Equipment, vehicles and materials made available to the Consultant by the "Employer", or purchased by the Consultant wholly or partly with funds provided by the "Employer", shall be the property of the "Employer" and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the "Employer" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the "Employer's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the "Employer" in writing, shall insure them at the expense of the "Employer" in an amount equal to their full replacement value.

3.10 **Equipment and Materials Provided by the Consultants :** Equipment or materials brought into the Government's country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. Consultants' Personnel and Sub-Consultants

4.1 **General:** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

4.2 **Description of Personnel:**

(a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.

(b)If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall onlybe made with the "Employer's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Employer" and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 **Approval of Personnel:** The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the "Employer". In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the "Employer" for review and approval a copy of their Curricula Vitae (CVs). If the "Employer" does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Employer".

4.4 **Removal and/or Replacement of Personnel:**

(a) Except as the "Employer" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the "Employer" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the "Employers" written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Employer".

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Employer". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.5 **Resident Project Manager :** If required by the SC, the Consultant shall ensure that at all times during the Consultant's performance of the Services a resident project manager, acceptable to the "Employer", shall take charge of the performance of such Services.

5. OBLIGATIONSOFTHE"EMPLOYER"

5.1 Assistance and Exemptions :Unless otherwise specified in the SC, the "Employer" shall use its best efforts to ensure that the Government shall:

(a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.

(b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.

(c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

(d) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties : If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1 (b).

5.3 Services, Facilities and Property of the "Employer":

(a) The "Employer" shall make available to the Consultant and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix

(b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on any time

extension that it may be appropriate to grant to the Consultant for the performance of the Services.

5.4 Payment: In consideration of the Services performed by the Consultant under this Contract, the "Employer" shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 Counterpart Personnel :

(a) If necessary, the "Employer" shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the "Employer" with the Consultant's advice, if specified in Appendix E.

(b) Professional and support counterpart personnel, excluding "Employer's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the "Employer" shall not unreasonably refuse to act upon such request.

5 PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services

(a) The total cost of the Services payable is set forth in Appendix D as per the consultant's proposal to the Employer and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c),payments under this Contract shall not exceed the amount specified in Appendix-D.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment : All payments shall be made in Indian Rupees. [In case the payment is to be made in the currency other that Indian Rupees, the same shall be mentioned instead of Indian Rupees]

6.3 Terms of Payment :

(i) The payments in respect of the Services shall be made as follows :

(a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC 13.

(b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the consultant without further delay.

Final Payment: The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the "Employer" within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the "Employer" for reimbursement must be made within twelve (12) calendar

months after receipt by the "Employer" of a final report and a final statement approved by the "Employer" in accordance with the above.

(c) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant and the consultant has made presentation to the CMC/Employer (Mention this if presentation is required) with /without modifications to be communicated in writing by the Employer to the consultant.

(d) If the deliverables submitted by the consultant are not acceptable to the Employer / CMC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it resubmits the deliverable and which is accepted by the Employer.

(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.

(f) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.

(g) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with:

(h) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified.

(ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7 Fairness and Good Faith

7.1 **Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 **Operation of the Contract :** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof

8. Settlement of Disputes

8.1 **Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, incase of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing **within 30 days after receipt**. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, **clause GC 8.2** shall become applicable.

8.2 **Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act,1996.Such disputes shall be referred to an Arbitral **Tribunal consisting of 3 (three) arbitrators**, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re- enactment thereof, shall apply to these arbitration proceedings.

8.3 Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. **Liquidated Damages**

9.1 (a) Provision for Extension due to department delywhatsever

(b) Deley on contractor fault liquid Damage

9.2 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.3 The amount of liquidated damages under this Contract shall not exceed 10 % of the total value of the contract as specified in Appendix D.

9.4 The liquidated damages shall be applicable under following circumstances:

(a) If the deliverables are not submitted as per schedule as specified in SC 13, the Consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.

(b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to [ ]% of total cost of the services for every week or part thereof for the delay

10. Miscellaneous Provisions:

(i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

(iii) The Contractor/Consultant shall notify the Employer/ the Government of India of any

material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

(iv) Each member/constituent of the Contractor/Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.

(v) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

(vi) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.

(vii) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub- contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.

(viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.

(ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Consultant) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

SC Clause	Ref.ofGCClause	Amendments of,and Supplements to,Clauses in the General Conditions of Contract
1.	1.5	The addresses are:
		1. "Employer": Attention : Facsimile :
		2, Consultant :Attention : Facsimile :

2.	1.7	{Lead Partner is [insert name of member]} Note: If the Consultant consists of a joint venture /consortium/association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.
3.	1.8	The Authorized Representatives are: For the "Employer": For the Consultant:
4.	2.1	{The effectiveness conditions are the following: [insert conditions]} Note: List here any conditions of effectiveness of the Contract e.g., approved of the Contract by the Employer, "Employer's" approval of Consultant's proposals for appointment of specified key staff members, effectiveness of Employer Loan, receipt by Consultant of advance payment and by "Employer" of advance payment guarantee (see Clause SC 6.4 (a)), etc. If there are no effectiveness conditions, delete this Clause SC 2.1 from the SC.
5.	3.4	Limitation of the Consultants' Liability towards the "Employer" {Note: Proposals to introduce exclusions/limitations of the Consultants' liability under the Contract should be carefully scrutinized by Employers/"Employer's. In this regard the parties should be aware of the Employer's policy on this matter which is as follows: **1.** If the Parties agree that the Consultants' liability should simply be governed by the Applicable Laws of India, they should delete this Clause SC 3.4 from the SC. **2.** If the Parties wish to limit or to partially exclude the Consultants' liability to the "Employer", they should note that, to be acceptable to the Employer, any limitation of the Consultants' liability should at the very least be reasonably related to (a) the damage the Consultants might potentially cause to the "Employer", and (b) the Consultants' ability to pay compensation using their own assets and reasonably obtainable insurance coverage. The Consultants' liability should not be limited to less than a multiplier of the total payments to the Consultants under the Contract forremuneration and reimbursable expenses. A statement to the effect that the Consultants are liable only for the re-performance of faulty Services is not acceptable to the Employer. Also, theConsultants' liability should never be limited for loss or damage caused by the Consultants' gross negligence or willfulmisconduct.
6.	3.5	The risks and the insurance coverage shall be as follows: (Note: Delete/modify whichever is not applicable) **(a)** Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of [insert amount and currency]; **(b)** Third Party liability insurance, with a minimum coverage of [insert amount and currency]; **(c)** Professional liability insurance to cover the employer against any loss suffered by the employer due to the professional service provided by the Consultant, with a minimum coverage of [insert amount and currency]; **(d)** Workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and **(e)** Insurance against loss of or damage to **(i)** Equipment purchased in whole or in part with funds provided under this Contract, **(ii)** The Consultant's property used in the performance of the Services, and **(iii)** Any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity.

		Note: If there are no other actions, delete this Clause SC 3.6. If the Services consist of or include the supervision of civil works, the following action should be inserted: {taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the "Employer" as "Employer" is required.}
7.	4.6	{The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.6.}
		Note: If there is no such manager, delete this Clause SC 4.6.
8.	{5.1}	Note: List here any changes or additions to Clause GC 5.1. If there are no such changes or additions, delete this Clause SC 5.1.
9.	6.1(b)	The ceiling in local currency is: [insert amount and currency]
10.	6.3	[Delete whichever is not applicable]

1. For lump-sum contracts payment will be made based on milestones indicated for each activity as below:

Activity 1:

Sr. No.	Milestone (Deliverables)	Time period for submission	Payment (as % of the total Service cost)
1.			
2.			
3.			
4.			
Total			

Activity 2:

Sr. No.	Milestone (Deliverables)	Time period for submission	Payment (as % of the total Service cost)
1.			
2.			
3.			
4.			
Total			

OR

2. For time based contracts remuneration will be paid on monthly basis.

14.	8.3	The Arbitration proceedings shall take place in(indicate name of the city) inIndia.

Binding signature of Employer Signed by ……
(For and on behalf of the Governor of C.G.)

Binding signature of Contractor Signed by
(For and on behalf of duly authorized vide Resolution
No. dated …… of the Board of Directors of ……..)

In the presence of (Witnesses)
1.

2.

APPENDICES:

APPENDIX A - DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the "Employer" and the Consultants during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by "Employer", etc.

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

APPENDIX C - STAFFING SCHEDULE

(Include here the agreed (negotiated staffing schedule including the engagement of sub- contractors, if any)

APPENDIX D - TOTAL COST OF SERVICES IN

(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)

APPENDIX E - DUTIES OF THE "EMPLOYER"

(Include here the list of Services, facilities and property to be made available to the Consultant by the "Employer").

Submitted Approval

Superintending Engineer
Public Works Department(B&R)
Bilaspur Circle, Bilaspur(C.G.)