RFP NO. 25/16-17/CGRDC/2016/RAIPUR, Dt. 11-05-2016

REQUEST FOR PROPOSALS (RFP)

FOR

APPOINTMENT OF CONSULTANT FOR PREPARATION OF DEVELOPMENT AND MONETIZATION PLAN OF LAND PARCELS ALONG THE PROPOSED ROAD/EXPRESSWAY ON EXISTING FAFADIH-TELIBANDHA - NAYA RAIPUR NARROW GAUGE RAILWAY TRACK

MANAGING DIRECTOR
CHHATTISGARH ROAD DEVELOPMENT CORPORATION LIMITED
(A GOVERNMENT OF CHHATTISGARH UNDERTAKING)

3rd Floor, Sirpur Bhawan Campus, Behind Akashwani, Civil Lines, Raipur (C.G.) 492001
Website : www.cgrdc.in, email ID : info@cgrdc.in, info.cgrdc@gmail.com, Ph- 0771 – 4043395,
Fax 0771-4033242

CIN : U45203CT2014SGC001560

Disclaimer

The information contained in this Request for Proposals document ("**RFP**") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Chhattisgarh Road Development Corporation Limited

3rd Floor, Sirpur Bhawan Campus,Behind Akashwani,Civil Lines, Raipur (C.G.) 492001

Website : www.cgrdc.in, email ID : info@cgrdc.in, Ph. No. 0771 – 4043395, Fax No. 0771-4033242

CIN : U45203CT2014SGC001560

REQUEST FOR PROPOSAL (RFP)

RFP No. 25/16-17/CGRDC/2016/ Raipur, Dated: 11-05-2016

Chhattisgarh Road Development Corporation Limited, Raipur has been assigned the work of Construction of Road /Expressway with BRTS Corridor on Existing Fafadih - Telibandha - Naya Raipur Narrow Gauge Railway Track. And the Authority has decided to undertake the preparation of development and monetization plan of adjacent land parcels.

Chhattisgarh Road Development Corporation Limited Raipur invites proposals from the interested Firms/Companies/organizations for providing consultancy for Preparation of Development and Monetization plan of land parcels. Interested Bidders should provide information, demonstrating that they have the required qualification and relevant experience to perform the services. Detailed information docket may be downloaded from official Departmental website **http://www.cgrdc.in** or may be obtained from the office of the undersigned during office hours. RFP along with the RFP Cost of Rs.10,000.00/- (Rs. Ten thousand only) in form of Non-refundable Demand Draft in favour of **Managing Director, Chhattisgarh Road Development Corporation, Limited** of any Nationalized/Scheduled bank, payable at Raipur, Chhattisgarh, must be delivered through Speed/ Registered (A.D.) post on the address below to reach on or before **01/06/2016** by 1500 Hrs. IST.

The following Schedule is to be followed for the assignment:

1.	Last date of Submission of Queries	18/05/2016
2.	Pre Proposal meeting in CGRDC, HQ	18/05/2016, 1200 Hrs. IST
3.	CGRDC's response to the Queries	20/05/2016
4.	Deadline for Purchasing RFP Document from office	30/05/2016
5.	Deadline for submission of Proposals	**01/06/2016**, 1500 Hrs.IST
6.	Opening of Technical proposals	**01/06/2016**, 1600 Hrs.IST
7.	Short listing of Applicants	Up to 08/06/2016

Modifications/Amendments/Corrigendum, if any shall not be advertised in the news papers but, shall be published in the aforesaid web site only. The undersigned reserves the right to change the terms and conditions, select/reject any application without assigning any reason thereof.

Sd/-
Managing Director
Chhattisgarh Road Development Corporation Limited, Raipur (C.G.)

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Invitation for Proposals

1. INTRODUCTION

1.1 Background

Chhattisgarh Road Development Corporation Limited (CGRDC), Raipur (the "Authority") is engaged in the development of roads in the state of Chhattisgarh and as part of this endeavour, Govt. of CG has decided to undertake the construction of road along the abandoned Fafadih - Telibandha - Naya Raipur narrow gauge railway through CGRDC. In this regard, CGRDC is desirous to appoint a Consultant for "**Preparation of Development and Monetization Plan of Land Parcels along the Proposed Road/Expressway on Existing Fafadih-Telibandha - Naya Raipur Narrow Gauge Railway Track**" (the "**Project**").

Brief Particular of the project is given below:

Name of the Project	**Size of the Project**	**Period of Assignment**
Preparation of Development and Monetization Plan of Land Parcels along the Proposed Road/Expressway on Existing Fafadih-Telibandha - Naya Raipur Narrow Gauge Railway Track	84.46 Ha of land Parcels	02 Months

Scope of Work:

Preparation of Development and Monetization Plan of Land Parcels along the existing Fafadih-Telibandha-Naya Raipur Narrow Gauge railway Track.

Brief Scope of Work:

The brief scope of services shall include but not be limited to the following:

The Consultant should explore all possible options of monetization of land parcels.

(i) Preparation of Land Plan showing available Govt. land, its encroachment and list of encroachment holders with rehabilitation and resettlement plan.

(ii) Study of Master Plans of Raipur, Industrial Development Authority, Naya Raipur Development Authority (NRDA) and Raipur Development Authority (RDA) and Specific provisions of transportation and logistics infrastructure.

(iii) Assessment of existing and required infrastructure in neighbourhood and analysis of the gaps.

(iv) Requirement of land for various land uses including the plot sizes for various purposes.

(v) To carry out market survey to ascertain commercial demand in the area in the coming time period of next Five years or more and to propose the type of construction to suit

the demand in the proposed complex.

(vi) Generate various development options/models and recommend which alternative will be most beneficial to CGRDC.

(vii) The proposal shall be supported by all the relevant vital details like preliminary cost of the development, likely time period for the completion and the yearly profit likely to accrue to CGRDC by way of leasing out the built-up space, up-front payment with sharing of space/rental etc.

(viii) Control regulations to ensure proper & efficient vehicular circulation and hence address potential traffic chaos.

(ix) Preparation of Detailed infrastructure master plan and design

(x) Assessment of Economic and financial Viability for implementing the development on PPP model.

(xi) Final recommendations on the project feasibility.

1.2 Request for Proposals

The Authority invites proposals (the "**Proposals**") for selection of a Consultant (the "**Consultant**") who shall undertake "Preparation of Development and Monetization Plan of Land Parcels along the Proposed Road/Expressway on Existing Fafadih-Telibandha - Naya Raipur Narrow Gauge Railway Track" in conformity with the TOR (collectively the "**Consultancy**"). The Authority intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10.

1.4 Sale of RFP Document

1.4.1 RFP document can be obtained between 1100 hrs and 1600 hrs on all working days on payment of a fee of **INR 10,000.00 (INR Ten Thousand only)** in the form of a Demand Draft or Banker's Cheque drawn on any Scheduled Bank in India in favour of Managing Director, Chhattisgarh Road Development Corporation Limited, Raipur and payable at Raipur.

1.4.2 The document can also be downloaded from the Official Website of the Authority. In case of a downloaded RFP document, the Applicant will have to submit a Demand Draft or Banker's Cheque as mentioned in clause 1.4.1 at the time of submission of its Proposal.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the "**PDD**").

1.6 Brief description of the Selection Process

The Authority has adopted a two stage selection process (collectively the "**Selection Process**") for evaluating the Proposals comprising technical and financial proposals to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. The first ranked Applicant shall be selected for negotiation (the "**Selected Applicant**") while the second ranked Applicant will be kept in reserve.

1.7 Currency conversion rate and payment

1.7.1 For the purposes of technical evaluation of Applicants, INR 60 (INR Sixty) per US$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

1.7.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.8 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

S. No.	Event Description	Date
1.	Last date for receiving queries / clarifications	18/05/2016
2.	Pre-Proposal Conference	18/05/2016, 1200 Hrs. IST
3.	Authority response to queries	20/05/2016
4.	Last date for purchase of RFP Document by the Applicant from office.	30/05/2016
5.	Proposal Due Date or PDD	**01/06/2016**, 1500 Hrs.IST
6.	Opening of Technical Proposals	**01/06/2016**, 1600 Hrs.IST
7.	Presentation on Technical Proposal	To be Declared
8.	Short listing of Applicants	Up to 08/06/2016
9.	Opening of Financial Bid	To be Declared

1.9 Pre-Proposal visit to the Site and inspection of data

The applicant is advised to visit and examine the site as deemed fit by the applicant and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and execution of the Contract. The cost of visiting the site and collecting relevant data shall be at the applicant's own expenses. It is condition of the RFP that the applicant has deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work under as per the terms of this RFP.

For any query related to pre-proposal site visit and inspection of data, the applicant will provide at least two days' notice to the nodal officer specified below:

Shri G.S. Solanki
General Manager, CGRDC
Phone: 0771-4263242
Mobile: 9425207316
Email: gm@cgrdc.in

1.10 Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be:
Date: 18/05/2016
Time: 1200 Hrs. IST
Venue: Conference Hall, CGRDC Head Quarter, 3rd Floor, Sirpur Bhawan Campus, Behind Akashwani, Civil Lines, Raipur (C.G.)

1.11 Communications

1.11.1 All communications including the submission of Proposal should be addressed to:

Managing Director
3rd Floor, Sirpur Bhawan Campus, Behind Akashwani, Civil Lines, Raipur (C.G.)
Phone: 0771-4043395
Email: info@cgrdc.in, info.cgrdc@gmail.com

1.11.2 The **Official Website** of the Authority is:

http://www.cgrdc.in

1.11.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP No. 25/16-17/CGRDC/2016/ Raipur, Dated 11-05-2016

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process as a sole applicant in response to this invitation. The term applicant (the "**Applicant**") means the Sole Firm only. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. **No Joint Venture (JV) or Consortium is allowed.**

2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.

2.1.4 **Key Personnel**

The Consultancy Team shall consist of the following key personnel (the "**Key Personnel**") who shall discharge their respective responsibilities as specified below:

Parameter	Responsibilities
Team Leader Cum Real Estate Expert	He will lead, co-ordinate and supervise the multidisciplinary team for delivering the Consultancy in timely manner as envisaged in this RFP including preparation of the Development and Land Monetization Plan.
Financial Expert	He will be responsible for financial analysis and development of suitable revenue model for Land Monetization and development of road.
Architect cum Urban Planner	He will be responsible for ensuring optimised land use as permissible within the laws and develop a master plan for the subject Land Parcels
Environmental and Social R & R Expert	He will be responsible for Environmental Impact Assessment and Social rehabilitation Assessment of the persons affected due to the Project, of the Project.
Land Assessment Expert	He will be responsible for obtaining the land related documents, confirmation of land ownership status from competent authority and preparation of land plan for the Project.

2.1.5 Other Support Personnel:

The Key Personnel of the Consultancy Team shall be further assisted by suitable contingent of support personnel/s

2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the "**Conditions of Eligibility**") provided herein.

2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

(A) **Technical Capacity**

i. The Applicant should have experience over the past 5 (five) years preceding the PDD in completed assignments of providing consultancy services for assessment of Techno-Commercial viability / Feasibility for development of Institutional / Commercial / IT, BPO / Residential complex and Industrial Park/SEZ etc. of minimum aggregate land area of 85 hectare.

ii. The Applicant should have experience over the past 5 (five) years preceding the PDD in completed assignments as stated above (i) of at least one project of land area of not less than 40 Ha.

Note:

1. The experience of the projects from India only shall be considered,. Assignments from Private contractors/concessionaire shall not be considered.

2. Those projects which are substantially completed (90% of the contract value) shall also be considered for evaluation.

3. The Applicant has to submit the Completion Certificate issued by the Client or Statutory Auditor certificate certifying the fee received in respect of each Eligible assignment. No experience shall be considered without proof of experience by the Client / Statutory Auditor.

4. The weightage given for experience of an Applicant would depend on the role of the Applicant in the respective assignments. The Applicants experience would get full credit if it was the sole Applicant in the respective assignment. Experience weightage for Applicants joining lead partner/JV partner shall be considered in the same proportion as payment has been received by the Applicant towards consultancy work in the project

(B) **Financial Capacity**:

The Applicant shall have a minimum annual turnover of **INR 10.00 Crore** (INR Ten Crore) from Consultancy works in each year over last 3 (three) financial years preceding the Proposal Due Date. For the purpose of evaluation, Applicants having comparatively larger annual turnover shall be given added weightage.

Following enhancement factor will be used for the turnover from consultancy works during each of the 3 (three) financial years preceding the Proposal Due Date to a common base value for works completed in India:

Year of completion of services / turnover	Enhancement factor
Financial year in which RFP invited	1.00
One year prior to RFP	1.10
Two year prior to RFP	1.21
Three year prior to RFP	1.33

(C) **Availability of Key Personnel:**

The Applicant should have had the "Team Leader Cum Real Estate Expert" for Development Plan and Monetization work on its role for more than 06 months as on the PDD. The Applicant shall offer and make available all Key Personnel meeting the requirements specified in the sub-clause (D) below.

(D) **Conditions of Eligibility for Key Personnel:**

Each of the Key Personnel must fulfil the conditions of eligibility specified below:

Key Personnel	Minimum Educational Qualification	Minimum Professional Experience (Years)	Experience on Eligible Assignment
Team Leader Cum Real Estate Expert	MBA/CA/CFA/Master in Engineering / Urban Planning or equivalent	20	Min. 10 years in planning, project preparation and design of real estate project marketing. Should have worked as Team Leader or equivalent capacity for at least one project.
Financial Expert	CA / MBA (Finance) / CFA or Equivalent	10	Min. 5years in Financial modelling. Should have worked in real estate consultancy projects.
Architect cum Urban Planner	Post Graduate in Urban Planning or Equivalent	15	Min. 10 years in real estate consultancy studies and should have prepared concept/master plans.
Environmental and Social R & R Expert	Graduate in Civil Engineering / Environment Engineering / Masters in Environment Science	10	Should have min. 5 years' experience in preparation of environment impact assessment
Land Assessment Expert	Graduate or equivalent	10	Should have minimum 5 years experience in handling land acquisition processes & similar activities

2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

2.2.4 The Applicant should submit a Power of Attorney as per the format at Form-4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner or an Authorised Signatory of the Applicant, in case the Applicant is a partnership firm or limited liability partnership. A copy of company / board resolution giving signing authority to the Authorised Signatory should be submitted in such case.

2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

2.2.6 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "**Conflict of Interest**"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority. However, the said obligation shall not apply to services that are statutory audit in nature.

2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

(a) the Applicant and any other Applicant have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant in the other Applicant, is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows:

(aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

(bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

(b) A constituent of such Applicant is also a constituent of another Applicant; or

(c) Such Applicant receives or has received any direct or indirect subsidy or grant from any other Applicant; or

(d) Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

(e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or

(f) a firm which has been engaged by CGRDC to provide goods or works or services for a project, and its associates, will be disqualified from providing consulting services for the same project save and except as provided in the clause 2.3.4; conversely, a firm hired provide consulting services for the preparation or implementation of the project, and its members or associates, will be disqualified from consequently providing goods or works, or services relating to the same project; or

(g) There is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or

(h) a firm which has been engaged by the Authority to provide goods or works or services for a project, will be disqualified from providing consulting services for the same project

save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project will be disqualified from subsequently providing goods or works or services related to the same project; or

(i) the Applicant for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant in the applicant or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be.

2.4 Number of Proposals

No Applicant shall submit more than one Application for the Consultancy.

2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Site visit and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Applicant

2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

(a) made a complete and careful examination of the RFP;

(b) received all relevant information requested from the Authority;

(c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;

(d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;

(e) Acknowledged that it does not have a Conflict of Interest; and

(f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

(a) at any time, a material misrepresentation is made or discovered, or

(b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFP

This RFP comprises the Disclaimer set forth herein above and the contents as per the Index.

Request for Proposal

1 Introduction
2 Instructions to Applicants
3 Criteria for Evaluation
4 Fraud and corrupt practices
5 Pre Contract Integrity Pact
6 Pre-Proposal Conference
7 Miscellaneous

Schedules

1 Terms of Reference

2 Form of Agreement

Annex-1: Terms of Reference
Annex-2: Deployment of Personnel
Annex-3: Estimate of Personnel Costs
Annex-4: Approved Sub-Consultant(s)
Annex-5: Cost of Services
Annex-6: Payment Schedule
Annex-7: Bank Guarantee for Performance Security
Annex-8: **Fortnightly Time Reports**

3 Guidance Note on Conflict of Interest

Appendices

Appendix-I: Technical Proposal

Form-1: Letter of Proposal
Form-2: Particulars of the Applicant
Form-3: Statement of Legal Capacity
Form-4: Power of Attorney
Form-5: Financial Capacity of Applicant
Form-6: Particulars of Key Personnel
Form-7: Proposed Methodology and Work Plan
Form-8: Abstract of Eligible Assignments of Applicant
Form-9: Abstract of Eligible Assignments of Key Personnel
Form-10: Eligible Assignments of Applicant
Form-11: Eligible Assignments of Key Personnel
Form-12: Curriculum Vitae (CV) of Key Personnel
Form-13: Deployment of Personnel
Form-14: Survey and Field Investigations
Form-15: Proposal for Sub-Consultant(s)

Appendix–II: Financial Proposal

Form-1: Covering Letter
Form-2: Total Consultancy Fee

2.10 Clarifications

2.10.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by speed post/ courier/ special messenger or by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

"Queries concerning RFP for "Preparation of Development and Monetization Plan of Land Parcels along the Proposed Road/Expressway on Existing Fafadih-Telibandha - Naya Raipur Narrow Gauge Railway Track" (the "Project").

The Authority shall endeavour to respond to the queries within the period specified therein but not late than 10 days prior to the PDD.

2.10.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.11 Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment.

2.11.2 All such amendments will be posted on the Official Website and will be binding on all Applicants.

2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal with all accompanying documents (the "**Documents**") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their documents legalized by Indian Embassy if it carries a confirming Appostille certificate.

2.13 Format and signing of Proposal

2.13.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2 The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL".

2.13.3 The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the "**Authorised Representative**") as detailed below:

(a) by the proprietor, in case of a proprietary firm; or

(b) by a partner, in case of a partnership firm and/or a limited liability partnership; or

(c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarised by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal.

2.13.4 Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.24.

2.14 Technical Proposal

2.14.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the "**Technical Proposal**").

2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

(a) The Bid Security is provided;

(b) all forms are submitted in the prescribed formats and all pages of the RFP, corrigendum, addendums and Reply to Queries, submitted by the applicant shall be signed by the applicant or his representative holding the Power of Attorney (enclose original power of attorney);

(c) Power of Attorney, if applicable, is executed as per Applicable Laws;

(d) CVs of all Professional Personnel have been included;

(e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down in clause 2.2.2 (D) the RFP;

(f) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;

(g) the CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the authorised representative of the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;

(h) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;

(i) Professional Personnel proposed have good working knowledge of English language;

(j) Key Personnel would be available for the period indicated in the TOR;

(k) no Key Personnel should have attained the age more than 60 (sixty) years at the time of submitting the proposal; and

(l) the proposal is responsive in terms of Clause 2.22.3.

2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.

2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.14.6 The proposed team shall be composed of experts and specialists (the "**Professional Personnel**") in their respective areas of expertise and managerial/support staff (the "**Support Personnel**") such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-12 of Appendix-I.

2.14.7 An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such Sub-Consultants should be submitted in Form-15 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.

2.14.8 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

2.14.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued

the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.15 Financial Proposal

2.15.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the "**Financial Proposal**") clearly indicating the total cost of the Consultancy (Form-1 to 2 of Appendix-II) in both figures and words, in INR, and signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

(i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

(ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

(iv) Payment shall be made in INR in India only

(v) There is no provision of Mobilization advance or any advance in this contract

2.16 Submission of Proposal

2.16.1 The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorised Representative of the Applicant as per the terms of the RFP. In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

2.16.2 The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice number, Consultancy name as indicated at Clauses 1.11.1 and 1.11.3 and the name and address of the Applicant. It shall bear on top, the following:

"Do not open, except in presence of the Authorised Person of the Authority"

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

2.16.3 The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked **'Technical Proposal'** and the other clearly marked **'Financial Proposal'**. The envelope marked "Technical Proposal" shall contain:

(i) Application in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 15 of Appendix-I and supporting documents; and

(ii) Bid security as specified in Clause 2.20.1

The envelope marked **"Financial Proposal"** shall contain the Financial Proposal in the prescribed format (Forms 1 to 2 of Appendix-II).

2.16.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialled by the person or persons signing the Proposal.

2.16.5 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

2.16.7 The Price quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the Final Report by the Authority and discharge of all obligations of the Consultant for Project Management related works under the Agreement.

2.17 Proposal Due Date

2.17.1 Proposal should be submitted at or before 1500 hrs on the Proposal Due Date specified in Clause 1.8 at the address provided in Clause 1.11.1 in the manner and form as detailed in this RFP.

2.17.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18 Late Proposals

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.19 Modification / Substitution / Withdrawal of Proposals

2.19.1 The Applicant may modify, substitute or withdraw its Proposal after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to Proposal Due Date. No Proposal shall be modified, substituted or withdrawn by the Applicant on or after the Proposal Due Date.

2.19.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate

2.19.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.20 Bid Security

2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of **INR 1,00,000 (Indian Rupees One Lakh only)** in the form of Fixed Deposit Receipt (FDR) /Term Deposit Receipt (TDR) issued by one of the Nationalised/ Scheduled Banks in India in favour of **Managing Director, Chhattisgarh Road Development Corporation Limited, Raipur** and payable at **Raipur** (the **"Bid Security"**), returnable not later than 60 (thirty) days from PDD except in case of the two highest ranked Applicants as required in Clause 2.25.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.31, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.

2.20.2 Any Proposal not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

2.20.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.20.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

(a) If an Applicant submits a non-responsive Proposal;

(b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;

(c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;

(d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments and obligations as mentioned in the RFP, during negotiations as required vide Clause 2.25.1;

(e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.29 and 2.31 respectively; or

(f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

2.21 Performance Security

The selected Applicant shall submit a Performance Security (ies) to the Authority in the form of Bank Guarantee (The BG shall be in the format specified in Annex-7 of draft contract agreement and furnished from a Nationalized /Scheduled Bank approved by RBI, having a Net Worth of not less than Rs. 500 crore as per latest Annual Report of the Bank) /TDR/FDR on any Scheduled Bank in India in favour of Managing Director, Chhattisgarh Road Development Corporation Limited, Raipur and payable at Raipur as below:

5.00% (Five percent) of the Consultancy Fee for the Preparation of Development and Monetization Plan (as per the Appendix – II, Form 2), within 7 (Seven) days of date of issue of LOA, valid till 2 months from the date of completion of services.

The selected Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

(a) If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;

(b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and

(c) If the Selected Applicant commits a breach of the Agreement.

D. EVALUATION PROCESS

2.22 Evaluation of Proposals

2.22.1 The Authority shall open the Proposals at 1600 hours on the Proposal Due Date, at the place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.

2.22.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

2.22.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

(a) the Technical Proposal is received in the form specified at Appendix-I;

(b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;

(c) it is accompanied by the Bid Security as specified in Clause 2.20.1.

(d) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.13 and 2.16;

(e) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;

(f) it contains all the information (complete in all respects) as requested in the RFP;

(g) it does not contain any condition or qualification; and

(h) it is not non-responsive in terms hereof.

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

2.22.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.

2.22.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation of the Proposals shall be carried out in terms of Clauses 3.3.

2.22.7 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.22.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.23 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.24 Clarifications

2.24.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be

provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.24.2 If an Applicant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. APPOINTMENT OF CONSULTANT

2.25 Negotiations

2.25.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 75% (Seventy Five per cent) marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

2.25.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.25.3 The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.26 Substitution of Key Personnel

The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Replacement of key personnel during Consultancy Services having selected Consultants among other things, on the basis of an evaluation of proposed key professional staff, the Employer expects to negotiate, within the proposal validity period, a contract on the basis of the staff named in the proposal and, prior to contract negotiations, will require assurances that the staff will be actually available. The Employer will not consider substitutions during contract implementation except under exceptional circumstances up to maximum of 2 nos. of key personnel (considering equal weightage for each key personnel) and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel may call for following deductions.

Key Personnel	**Deduction for First Substitution of Key Personnel (In Rupess)**
Team Leader Cum Real Estate Expert	2,00,000.00
Financial Expert, Architect cum Urban Planner, Environmental and Social R & R Expert, Land Assessment Expert.	1,00,000.00

2.27 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

2.28 Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

2.29 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement

2.30 Consultant's Office

2.30.1 Consultant must have an office in Raipur for close co-ordination.

2.31 Commencement of assignment

The Consultant shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

2.32 Proprietary data

Subject to the provisions of Clause 2.23, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of 75 (Seventy Five) marks or more out of 100 (one hundred) shall qualify for further consideration.

3.1.2 Each Key Personnel must score a minimum of 75% (Seventy Five per cent) marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 75% (Seventy Five per cent) marks or any two of the remaining Key Personnel score less than 75% (Seventy Five per cent) marks. In case the Selected Applicant has one Key Personnel, other than the Team Leader, who scores less than 75% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 75% (Seventy Five per cent) or above.

3.1.3 The scoring criteria to be used for evaluation shall be as follows.

Item Code	Parameter	Maximum Marks	Criteria
A1.	Relevant Experience of the Applicant	25	Described below.
A2.	Proposed Methodology and Work Plan	05	Described below.
A3.	Relevant Experience of the Key Personnel	70	Described below.
Grand Total		**100**	

Breakup of marks for A1.

Item Code	Parameter	Maximum Marks	Criteria
A1.1.	Relevant Experience per clause 2.2.2 (A)	20	Described below.
A1.2.	Financial Capacity of the Consultant as per clause 2.2.2 (B)	5	Described below.
Grand Total		**25**	

Breakup of marks for A1.1.

Item Code	Parameter	Max. Marks	Criteria
A1.1.1.	(i) The Applicant should have experience over the past 5 (five) years preceding the PDD in completed assignments of	12	Sixty percent of the

	providing consultancy services for assessment of Techno-Commercial viability / Feasibility for development of Institutional / Commercial / IT, BPO / Residential complex and Industrial Park/SEZ etc. of minimum aggregate land area of 85 Ha. (ii) The Applicant should have experience over the past 5 (five) years preceding the PDD in completed assignments as stated above (i) of at least one project of land area of not less than 40 Ha.		maximum marks
A1.1.2.	(i) The Applicant should have experience over the past 5 (five) years preceding the PDD in completed assignments of providing consultancy services for assessment of Techno-Commercial viability / Feasibility for development of Institutional / Commercial / IT, BPO / Residential complex and Industrial Park/SEZ etc. of minimum aggregate land area of 170 Ha. (ii) The Applicant should have experience over the past 5 (five) years preceding the PDD in completed assignments as stated above (i) of at least one project of land area of not less than 80 Ha.	20	100% of Maximum marks

Break up of marks for A1.2.

Item Code	Parameter	Maximum Marks	Criteria
A1.2.1.	Annual turnover of INR 10.00 (INR Ten) crore from Consultancy works in each year over last 3 (three) financial years preceding the Proposal Due Date	3	Sixty percent of the maximum marks
A1.2.2.	Annual turnover of INR 20.00 (INR Twenty) crore from Consultancy works in each year over last 3 (three) financial years preceding the Proposal Due Date	5	100% of Maximum marks.

Break up of marks for A2.

Item Code	Parameter	Maximum Marks
A2.1.	Comments & Suggestions on TOR	1
A2.2.	Quality of Approach and Methodology	3
A2.3.	Work Programme & Manning Schedule	1
Total		**5**

Break up of marks for A3.

Item Code	Key Personnel for Work	Max. Marks
A3.1.	Team Leader Cum Real Estate Expert	20
A3.2.	Financial Expert	15
A3.3.	Architect cum Urban Planner	15
A3.4.	Environmental and Social R & R Expert	10
A3.5.	Land Assessment Expert	10
Total		**70**

The number of points assigned during the evaluation of qualification and competence of key staff are as given below:

S. No.	Description	Break up of Points (in %)	Max Points (in %)
1	General Qualification		35
	(i) Essential Educational Qualification	25	
	(ii) Desirable Educational; Qualification	10	
2	Relevant Experience and Adequacy for the Project		50
	(i) Total Professional experience	20 (max)	
	(ii) Experience in Similar Project	20 (max)	
	(ii) Experience in Similar Capacity	10 (max)	
3	Employment with the Firm		5
	Less than 1 year	0	
	1 year to 2 years	3	
	> 2 years	5	
4	Power Presentation by the Team Leader before the Authority		10
Total			**100**

Note:- The assignment of marks for the proposals under sub criteria A1 between maximum marks and the 60% marks would be prorated.

3.2 Short-listing of Applicants

Of the Applicants, those Applicants scoring minimum 75 (Seventy five) or more marks shall be pre-qualified and short-listed for financial evaluation in the second stage.

3.3 Evaluation of Financial Proposal

3.3.1 The financial proposal of the shortlisted and pre-qualified applicants shall be evaluated on the basis of **"Least Cost to CGRDC."**

3.3.2 The Selected Applicant shall be the Applicant, who quotes least cost to CGRDC in his financial proposal. The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant is withdraws, or fails to comply with the requirements specified in clause 2.25, 2.29 and 2.31. It would be to the second ranked applicant to accept the offer.

4. FRAUD AND CORRUPT PRACTICES

4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4. 3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

(b) "**fraudulent practice**" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) "**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

(d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

(e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. PRE CONTRACT INTEGRITY PACT

GENERAL

This Pre-Proposal Pre-Contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2016, between on one hand, the Chhattisgarh Road Development Corporation Limited (CGRDC) acting through Managing Director, CGRDC (hereinafter called the " AUTHORITY", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and "……." Entered by "……." (Hereinafter called the "CONSULTANT", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the second part.

WHEREAS the AUTHORITY proposes to procure Consultancy Services for "Preparation of Development and Monetization Plan of Land Parcels along the Proposed Road/Expressway on Existing Fafadih-Telibandha - Naya Raipur Narrow Gauge Railway Track" and the CONSULTANT is willing to offer/has offered the services and WHEREAS the CONSULTANT is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the AUTHORITY is Chhattisgarh Road Development Corporation Ltd.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the AUTHORITY to obtain the desired services at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling CONSULTANTs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the AUTHORITY will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

COMMITMENTS OF THE AUTHORITY

1.1 The AUTHORITY undertakes that no official of the AUTHORITY, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the CONSULTANT, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, evaluation of Proposal, contracting or implementation

process related to the contract.

1.2 The AUTHORITY will, during the pre-contract stage, treat all the CONSULTANTs alike, and will provide to all CONSULTANTs the same information and will not provide any such information to any particular CONSULTANT which could afford an advantage to that particular CONSULTANT in comparison to other CONSULTANTs.

1.3 All the officials of the AUTHORITY will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the CONSULTANT to the AUTHORITY with full and verifiable facts and the same is prima facie found to be correct by the AUTHORITY, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the AUTHORITY and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the AUTHORITY the proceedings under the contract would not be stalled.

COMMITMENTS OF THE CONSULTANTS

3. The CONSULTANT commits itself to take all the measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its proposal or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The CONSULTANT will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour or any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the AUTHORITY, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The CONSULTANT further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the AUTHORITY or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 The CONSULTANT shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this proposal/contract.

3.4 The CONSULTANT further confirms and declares to the AUTHORITY that the

CONSULTANT has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the AUTHORITY or any of its functionaries, whether officially or unofficially to the award of the contract to the CONSULTANT, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.5 The CONSULTANT, either while presenting the proposal or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the AUTHORITY or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.6 The CONSULTANT will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, evaluation of proposal, contracting and implementation of the contract.

3.7 The CONSULTANT will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.8 The CONSULTANT shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the AUTHORITY as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The CONSULTANT also undertakes to exercise due and adequate care lest any such information is divulged.

3.9 The CONSULTANT commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.10 The CONSULTANT shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11 If the CONSULTANT or any employee of the CONSULTANT or any person acting on behalf of the CONSULTANT, either directly or indirectly, is a relative of any of the officers of the AUTHORITY, or alternatively, if any relative of an officer of AUTHORITY has financial interest/stake in the CONSULTANT's firm, the same shall be disclosed by the CONSULTANT at the time of filing of tender.

3.12 The CONSULTANT shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the AUTHORITY.

4. PREVIOUS TRANSGRESSION

4.1 The CONSULTANT declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in

India or any Government Department in India that could justify CONSULTANT's exclusion from the tender process.

4.2 The CONSULTANT agrees that if it makes incorrect statement on this subject, CONSULTANT can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. BID SECURITY

5.1 While submitting commercial bid, the CONSULTANT shall deposit an amount of **INR 1,00,000/- (INR One Lakh Only)** as Bid Security with the AUTHORITY.

5.2 The Bid Security shall remain valid till the submission of performance guarantee by the successful CONSULTANT.

5.3 In case of the successful CONSULTANT, a clause would also be incorporated in the Performance Bank Guarantee that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the CGRDC to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 Within 15 days of the receipt of notification of award from the Employer, the successful CONSULTANT shall furnish the Performance Security equal to 5% of the value of contract in the form of Bank Guarantee (as per Annexure-7) /TDR/FDR on any Scheduled Bank in India in favour of Managing Director, Chhattisgarh Road Development Corporation Limited, Raipur and payable at Raipur.

5.5 No interest shall be payable by the AUTHORITY to the CONSULTANT on Bid Security/ Performance Guarantee for the period of its currency.

6. SANCTIONS FOR VIOLATIONS

6.1 Any breach of the aforesaid provisions by the CONSULTANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the CONSULTANT) shall entitle the AUTHORITY to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the CONSULTANT. However, the proceedings with the other CONSULTANT(s) would continue.

(ii) The Bid Security (in pre-contract stage) and/or Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the AUTHORITY and the AUTHORITY shall not be required to assign any reason thereof.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the CONSULTANT.

(iv) To recover all sums already paid by the AUTHORITY, and in case of an Indian CONSULTANT with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a CONSULTANT from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the CONSULTANT from the AUTHORITY in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the CONSULTANT, in order to recover the payments, already made by the AUTHORITY, along with interest.

(vi) To cancel all or any other Contracts with the CONSULTANT. The CONSULTANT shall be liable to pay compensation for any loss or damage to the AUTHORITY resulting from such cancellation/rescission and the AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the CONSULTANT.

(vii) To debar the CONSULTANT from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the AUTHORITY.

(viii) To recover all sums paid in violation of this Pact by CONSULTANT(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the AUTHORITY with the CONSULTANT, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the AUTHORITY to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The AUTHORITY will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the CONSULTANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the CONSULTANT), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the AUTHORITY to the effect that a breach of the provisions of this Pact has been committed by the CONSULTANT shall be final and conclusive on the

CONSULTANT. However, the CONSULTANT can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. FALL CLAUSE

The CONSULTANT undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present proposal in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems was supplied by the CONSULTANT to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the CONSULTANT to the AUTHORITY, if the contract has already been concluded.

8. INDEPENDENT MONITORS

8.1 The AUTHORITY will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the AUTHORITY.

8.6 The CONSULTANT accepts that the Monitor has the right to access without restriction to all Project documentation of the AUTHORITY including that provided by the CONSULTANT. The CONSULTANT will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the CONSULTANT/Subcontractor(s) with confidentiality.

8.7 The AUTHORITY will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the AUTHORITY within 8 to 10 weeks from the date of reference or intimation to him by the AUTHORITY/CONSULTANT and, should the occasion arise, submit proposals for correcting problematic situations.

9. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the AUTHORITY or its agencies shall be entitled to examine all the documents including the Books of Accounts of the CONSULTANT and the CONSULTANT shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law. The place of performance and jurisdiction is only Raipur (Chhattisgarh).

11. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. VALIDITY

12.1 The validity of this Integrity Pact shall be from date of its signing and extend the complete execution of the contract to the satisfaction of both the AUTHORITY and the CONSULTANT/Seller, including warranty period, whichever is later, in case CONSULTANT is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

For and on behalf of the CONSULTANT

(Name & Signature of the Authorized Signatory)

_____

Date:

6. PRE-PROPOSAL CONFERENCE

6.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have purchased the RFP document or downloaded the same from the Official Website of the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.

6.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

7. MISCELLANEOUS

7.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Raipur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

7.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

(a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

(b) consult with any Applicant in order to receive clarification or further information;

(c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or

(d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

7.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

7.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

7.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULES

SCHEDULE–1
(See Clause 1.2)

SCHEDULE 1

Terms of Reference (TOR)

for

Consultant

8. Terms of Reference (TOR)

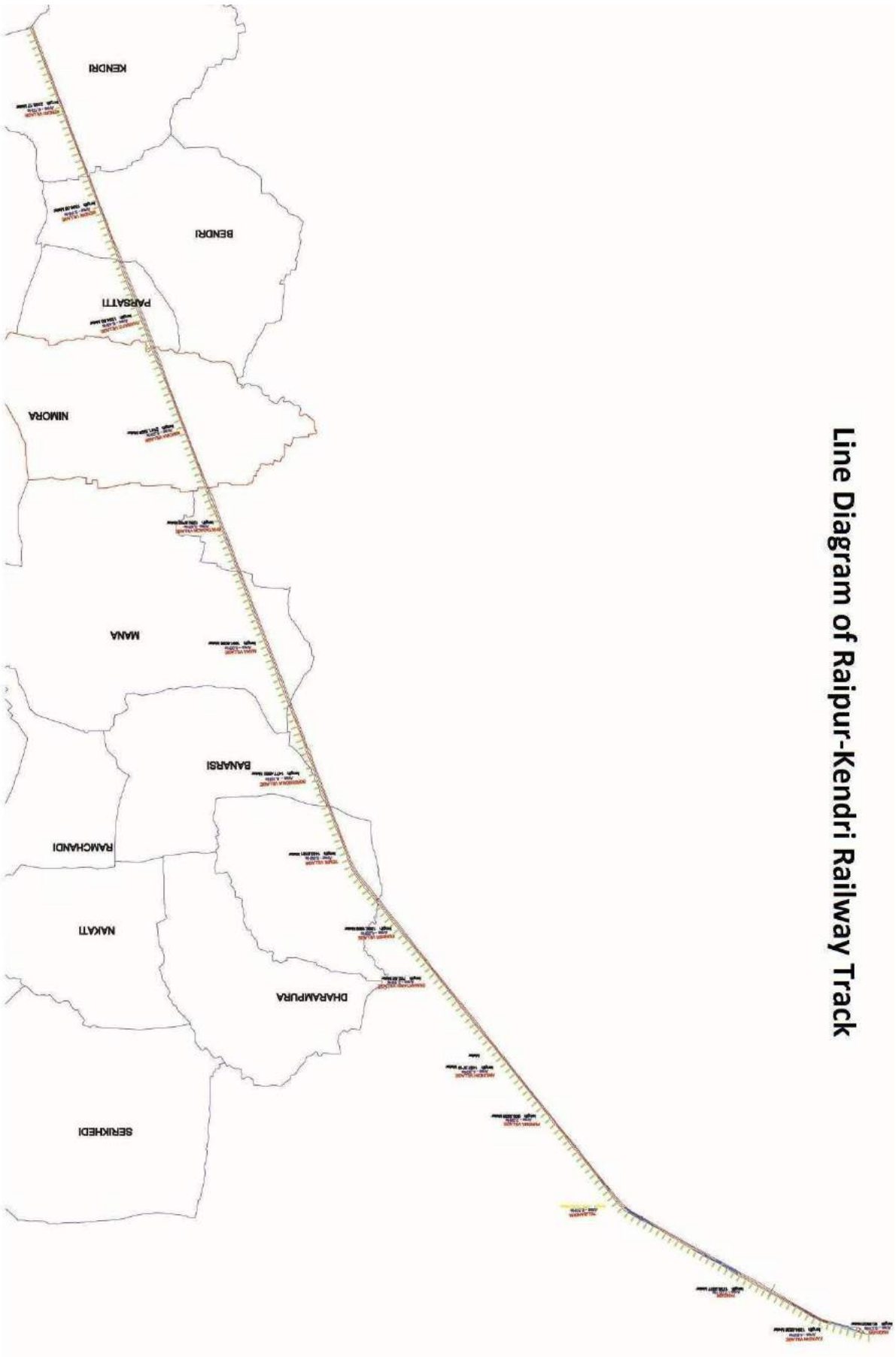
"Preparation of Development and Monetization Plan of Land Parcels along the Proposed Road/Expressway on Existing Fafadih-Telibandha - Naya Raipur Narrow Gauge Railway Track"

8.1 General

- Chhattisgarh Road Development Corporation Limited (CGRDC), Raipur (the "Authority") is engaged in the development of roads in the state of Chhattisgarh and as part of this endeavour, the Authority has decided to undertake the construction of road along the abandoned Fafadih - Telibandha - Naya Raipur narrow gauge railway.. CGRDC has been mandated by the Government of Chhattisgarh for construction of Fafadih - Telibandha - Naya Raipur Road. In this regard, CGRDC is desirous to appoint a Consultant for "**Preparation of Development and Monetization Plan of Land Parcels along the Proposed Road/Expressway on Existing Fafadih-Telibandha - Naya Raipur Narrow Gauge Railway Track**" (the "**Project**").

Probable availability of Government land parcels for monetization along Fafadih-Telibandha-Naya narrow railway line is as follows:

Sr. No.	Village Name	Halka No.	Tahsil	Detail of Govt. Land	
				Khasra No.	Area Ha.
1	Gudhiyari	49	Raipur	7	9.102
2	Fafadih	48	Raipur	8	11.002
3	Pandaritarai	47	Raipur	17	20.075
4	Telibandha	64	Raipur	6	8.494
5	Purena	67	Raipur	4	1.028
6	Amlidih	69	Raipur	6	7.647
7	Fundhar	68	Raipur	2	0.206
8	Dumartarai	74	Raipur	2	1.153
9	Temri	78	Raipur	2	7.134
10	Boriyakala	81	Raipur	1	0.251
11	Mana	80	Raipur	-	-
12	Bhatgaon	80	Raipur	1	0.202
13	Nimora	19	Abhanpur	-	-
14	Parastthi	18	Abhanpur	5	3.150
15	Bendri	18	Abhanpur	3	12.959
16	Kendri	17	Abhanpur	1	2.057
Total	**16 Villages**			**65**	**84.460**



Line Diagram of Raipur-Kendri Railway Track

8.2 Objective

The main objective of the consultancy service is to Prepare a Development and Monetization Plan of Land Parcels along the Proposed Road/Expressway on Existing Fafadih-Telibandha - Naya Raipur Narrow Gauge Railway Track and maximize the gains from monetization of land parcel along the side of railway track as indicated in clause 8.1 above involving:

(i) Study, analysis, economics of different land Development/procurement models.

(ii) Proposals for revenue generation by commercial exploitation along the existing Fafadih-Telibandha - Naya Raipur Narrow Gauge Railway Track.

8.3 SCOPE OF SERVICES

8.3.1 The scope of services shall comprise:

- To identify the land that has the potential to be monetized.
- To establish open and accountable processes for monetizing the land parcels.
- To establish the benchmark for monetization of land based on market value of land.
- To prioritise land based on development potential and the commercial/real estate value of land parcel.
- To propose appropriate tools of monetization.
- To ensure that monetization process is implemented in a transparent method so that it would not give rise to any biased or manipulated outcome.

Establishing the Project Rationale:

(i) Collection of all Primary & Secondary data if available with the Authority on the existing Project location, land parcels etc. to help understand the project parameters.

(ii) Study the Naya Raipur Development Plan 2031, Bhumi Vikas Niyam, Urban Design Guide Lines and other relevant documents and identify the governing criteria for the project design.

(iii) Survey, fixing and marking of Government land parcels as indicated in clause 8.1 on revenue map along existing Fafadih - Telibandha - Naya Raipur Narrow gauge Railway track and its submission and approval from the competent authority / authorities.

(iv) Survey and prepare the details of land encroachment and affected persons

(v) Also, as an enabling step, the Consultant should obtain and / or verify all baseline data for the project to ensure accuracy.

Demand Assessment & Market Analysis:

(vi) Undertake a study in order to be able to forecast demand for the Project Components reliably during the tenor of the concession/lease.

(vii) Demand assessment to be undertaken keeping viability of the Individual Project components as well as the Project as a whole.

(viii) Undertake market analysis towards present and proposed market rates for commercial exploration of the Project components.

Assessment of Project Risk

(ix) Analyse various risks affecting to the project location, demand, construction, revenue etc. with respect to implementation, operation and maintenance of the Project and any other associated aspect with respect to swifter development and running of the Project.

Determining the Project Scope for Development

(x) Undertake design and scale of the Project that will be based on the expected/ projected demand. The scope of the Project would be defined in terms of necessary development of land parcels with allied commercial development along with car Parking and open landscape etc.

(xi) The Consultant would address development control norms, basic architectural specifications and requirement of offsite infrastructure etc.

Preparation of Master plan showing the Layout of Proposed Development

(xii) Preparation of concept Layout Plans with development detail on the parcels of land for plotted development, other land uses, and associated parameters for the proposed development.

(xiii) Prepare the draft Master layout Plan based on the conceptual layout approved by authority

Social Issues

(xiv) The Consultant is expected to address the social issues that may arise due to the development of the Project, including details of affected person and their rehabilitation / resettlement plan. These aspects shall be clearly brought out in the feasibility report submitted.

Environmental Issues

(xv) The Consultant is expected to suggest the environment compliance issues with respect to the Project. The compliance issues that a developer needs to adhere to regarding the environmental aspects shall be clearly brought out in the feasibility report submitted

Approvals from Local Authorities and Government

(xvi) The Consultant shall interact with the relevant authorities, wherever required for obtaining clearances/approvals and carry out necessary changes/improvements required for obtaining such clearance/ approval.

(xvii) Technical Consultant shall make presentations regarding proposals as and when required for obtaining approvals, clearances etc. or as otherwise requested by the Authority. The responsibility for defending the plans/ proposals and designs including modifications thereto, if any, before the various authorities shall remain with the Consultant

Determining Tentative Total Project Cost

The Total Project Cost will be based on costs will comprise:

- Construction Cost
- Preliminary and Pre- operative Cost
- Environment and Social Impact Mitigation Cost as per the requirement of the Project
- Any other aspect that may be specifically required

Determining Project Revenues

- Consultant should conduct the market survey for Real Estate and other Commercial utility as being conceived for the Project.
- The survey will help establish developing an acceptable Revenue Schedule for all the Project aspects of the Project. The revenue streams could be in form of parking fees, lease rental, User Charges and other value added services viz. advertisement etc. which the consultant shall explore in more details.
- Based on above Development and Monetization plan shall be drawn including cost of project, means of finance, profitability parameters, projected balance sheet, cash flow, statements of working capital, cost of capital, IRR, DSCR, payback and break even analysis based on the cost & revenue streams identified. A sensitivity analysis to be done by identifying the most critical factors and determine their impact on the Project Profitability, including varying project costs and benefits, implementation period, and combinations of these factors. Consultant shall identify the Operation and Maintenance requirements and work out the most sustainable financial model for smooth running & maintenance of the Project.
- IRR shall be calculated over a concession period of 10 years, 15 years, 20 years, 25 years and 30 years respectively. Consultant to quantify and recommend ideal concession period, looking into the Project parameters as well as Authority's interest. If the IRR of the Project, based on the aforesaid calculations is less than 15%, an effort should be made to reduce the capital costs in consultation with the Authority. This may be done either by omitting/ modifying some of the proposed structures or by phasing them after a period of four to seven years or more, such that the IRR reaches a minimum acceptable value.

Developing Baseline Financial Projections

The Consultant should recommend concession period in line with Project Need and Authority's interest and undertake a detailed financial assessment of the Project and generate detailed financial projections through the life of the concession period.

The Consultant should construct Detailed Financials to determine the expected cash flows of the Project – and subsequently to assess their sensitivity to various scenarios. The financials shall help to determine the most appropriate format for implementation. This exercise will generate the baseline projections for use by the prospective developers / Operators.

Project Scoping /Phasing

Based on the financial viability of the Project, The Consultant may revisit the Project components and reassess, if any the need for expanding the project scope to increase revenues. If found necessary, the Consultant should explore additional avenues if any. Phasing may also be looked into depending on the Project funding needs etc.

Review of the Regulatory Framework

The review of Regulatory Framework is an essential pre-requisite to the successful implementation of the Project. The Consultant should outline the existing regulation and indicate how the same has to be undertaken for swifter implementation of the Project.

Risk Assessment, Allocation and Mitigation Plan

Commercialization of public infrastructure requires mapping of risks relating to Project Implementation, Financing and Operations. Based on this risk assessment the Consultant should establish a "Risk Allocation and Mitigation Plan". This plan will provide a transparent and an equitable basis for assigning and mitigation of risks associated with the implementation of the Project.

Case Study

The Consultant is to provide with one successful case studies of similar development.

Scope not exhaustive

The Scope of Services specified above are not exhaustive and the Consultant shall undertake such other tasks as may be necessary to appraise the project feasibility, financially, prepare the feasibility report and successfully complete the proposal process for the Project.

Deliverables

In pursuance of this TOR, the Consultant shall undertake/deliver the following deliverables (the "**Deliverables**") during the course of this Consultancy. Each deliverable shall include an executive summary, analyses, assumptions, results of computations, tables, charts, recommendations, and such other contents that generally comprise deliverables for similar consultancy work by way of best practices. 3 hard copies and 1 soft copy of all the Reports mentioned herein below shall be submitted to the Authority. The deliverables shall include:

Consultant will be required to undertake Power Point presentations of the Deliveries at every intermittent stage as well as during completion of the study.

A. Inception Report

On commencement of the Consultancy, the Consultant shall prepare and submit an Inception Report (the "**Inception Report**"). The Inception Report shall be a further elaboration of the Consultant's submissions towards understanding of the RFP, the methodology to be followed and Work Plan, etc.

The Inception report shall include but not limited to the following:

- Mobilisation Plan
- Detailed approach and methodology
- Flow of the Report
- Task allocation within allotted Time Frame
- Key Personnel and Supporting Staff along with deployment schedule;
- Identification of key issues
- Scope of economic development in the project influence area
- Identification and demarcation of available Government land parcel details, encroachment details, rehabilitation / resettlement plan etc.
- Method and time frame for conducting surveys

- Type of surveys, questionnaires, fixation of sample size for surveys and location/duration of surveys for the project assignment;
- Assessment and Identification of the user group

B. Draft Report on Development and Monetization Plan :

The report on Development and Monetization Plan shall include but not limited to the following:

- Assessment for the need of the project;
- Land suitability analysis of the site;
- Outcome of the demand assessment survey –commercial, developer survey, commercial space survey with respect to Project area in question,
- Analysis of Primary and Secondary Data Review & suggestion of various alternative project options
- Fixation of area, size, proposed facilities based on the demand assessment study;
- Master Plan of the Project and Detailed layout of individual Project components.
- Development Control Norms to be highlighted and abided while preparing the Master Plan & Detailed layouts.
- Identification of risks; Risk assessment and mitigation plan
- Financial model for various options, Project structuring, Project Costing, business plan, concessions in terms of development rights, financial grants/subsidies etc
- Suggest the preferred mode on which the project as a whole and its components are to be taken up
- Existing regulatory/legislative framework
- EIA study to include Socio-economic impact assessment, Risk assessment, Environment Management Plan
- Any other aspect necessary for smooth implementation of the Project.

C. Final Report on Development and Monetization Plan:

- The Consultant shall submit all the reports as mentioned under Draft Report on Development and Monetization Plan after incorporating the necessary changes.
- The report will incorporate all revisions deemed relevant following receipt of comments from the Authority. The Final Report along with drawing files shall also be submitted in hard copy as well as in a soft copy.
- Consultant will have to undertake presentation at each delivery stage to Authority. All reports should be submitted in Hard Copy (Six Copy) as well as Soft Copy.

8.4 Interaction with CGRDC

1. During entire period of services, the Consultant shall interact continuously with CGRDC and provide any clarification as regards methods being followed and carry out modification as suggested by CGRDC. A programme of various activities shall be provided to CGRDC and prior intimation shall be given to CGRDC regarding start of key activities such as boring, survey etc. so that inspections of CGRDC officials could be arranged in time.
2. The CGRDC officers and other Government officers may visit the site at any time, individually or collectively to acquaint themselves with the field investigation and survey works.

3. The consultant shall be required to send 3 copies of concise monthly Progress Report by the 5th day of the following month to the designated officer at his Head Quarter so that progress could be monitored by the CGRDC. These reports will indicate the dates of induction and de-induction of various key personnel and the activities performed by them. Frequent meetings with the consultant at site office or in CGRDC office at Raipur are foreseen during the currency of project preparation.

4. All equipment, software and books etc. required for satisfactory services for this project shall be obtained by the Consultant at their own cost and shall be their property.

5. The Authority may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held in Raipur at the Authority's office. Further, the Consultant may be required to attend meetings and conferences with pre-qualified applicants or the Selected Applicant.

6. The Authority may, in its discretion, require the Consultant to participate in extended meetings and/ or work from the offices of the Authority and the Consultant shall, on a best endeavour basis and without unreasonable delay, provide such services at the offices of the Authority

8.5 CONSULTANCY TEAM

The Consultant shall form a team (the "Consultancy Team") for undertaking this assignment. The Consultancy Team shall consist of experts who have the requisite qualifications and experience. Team Leader shall be the leader of the Consultancy Team. The Key Personnel would be considered for evaluation of the Technical Proposal. Other expertise as required for the services to be rendered by the Consultant shall be included in the Team either through the Key Personnel or through other Professional Personnel, as necessary.

8.5.1 Consultant shall mobilise and demobilise its Professional Personnel and Support Personnel with the concurrence of the Authority and shall maintain the time sheet/ attendance sheet of the working of all Personnel in the Project Office.

8.5.2 The Consultant shall establish a Project Office at a suitable location in Raipur for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed at this office.

8.6 REPORTING

8.6.1 The Consultant shall electronically and by mail, submit fortnightly time reports of each of the Key Personnel. Such time reports shall be submitted to the Authority on the 15th and the last day of each calendar month by end of the business day and shall include the number of hours expended on the Project by the Consultant on each working day of the fortnight covered by the time report. The time reports shall also include a brief description of work performed during that fortnight by each of the Key Personnel.

8.6.2 The Consultant will work closely with the Authority. The Authority will establish a Working Group (the "WG") to enable conduct of this assignment. A designated Project Director of the

Authority will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Consultant's outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.

8.6.3 The Consultant may prepare Issue Papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the Authority.

8.6.4 The Consultant will make a presentation on the inception report for discussion with the WG at a meeting. This will be a working document. The Consultant is required to prepare and submit a monthly report that includes and describes, inter alia, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; and so on. The Consultant's work on the TOR tasks should continue while the report is under consideration and is being discussed.

8.6.5 Regular communication with the WG and the Project Director is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.

8.6.6 The Deliverables will be submitted as per schedule provided in this RFP.

8.7 DOCUMENTS TO BE MADE AVAILABLE BY THE AUTHORITY

Available data as may be required by the Consultant will be provided by the Authority on request. The Nodal Officer designated by the Authority shall facilitate handing over of such information to the Consultant.

8.8 COMPLETION OF SERVICES

All the Deliverables shall be compiled, classified and submitted by the Consultant to the Authority in soft form, to the extent possible. The documents comprising the Deliverables shall remain the property of the Authority and shall not be used by the Consultant for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy shall stand completed on acceptance by the Authority of all the Deliverables of the Consultant.

Schedule for Submission of Reports and Documents

Key Date No.	Description of Deliverables	Time Period in Days from date of Commencement	No. of Copies
	Fortnight Reports	1st and 3rd Monday of Every Month	3
KD1	Inception Report including QAP document	10	6
KD2	Draft Report on Development and Monetization Plan	50	6
KD3	Final Report on Development and Monetization Plan.	60	6

Enclosure-I

MANNING SCHEDULE

Sr. No.	Key Personnel	No.	Months
1.	Team Leader Cum Real Estate Expert	1	02
2.	Financial Expert	1	01
3.	Architect cum Urban Planner	1	1.5
4.	Environmental and Social R & R Expert	1	1.5
5.	Land Acquisition Expert	1	01

Enclosure-II

QUALIFICATION AND EXPERIENCE REQUIREMENT OF KEY PERSONNEL

1. Team Leader cum Real Estate Expert

i)	**Educational Qualification**	
	Essential	MBA/CA/CFA/Master in Engineering / Urban Planning or equivalent
	Desirable	Ph.D in relevant discipline.
ii)	**Essential Experience**	
	a)Total Professional Experience	Min. 20 years
	b) Experience in similar projects	Min. 10 years in planning, project preparation and design of real estate project marketing.
	c) Experience in similar capacity	Should have worked as Team Leader or equivalent capacity for at least one project.
iii)	**Age Limit**	60 years on the date of submission of proposal

2. Financial Expert

i)	**Educational Qualification**	
	Essential	CA / MBA (Finance) / CFA or Equivalent
	Desirable	Ph.D in relevant discipline.
ii)	**Essential Experience**	
	a) Total Professional Experience	Min. 10 years
	b) Experience in real estate projects	Min. 5years in Financial modelling.
	c) Experience in similar capacity	Should have worked in real estate consultancy projects.
iii)	**Age Limit**	60 years on the date of submission of Proposal

Enclosure-II

QUALIFICATION AND EXPERIENCE REQUIREMENT OF KEY PERSONNEL

3. Architect cum Urban Planner

i)	**Educational Qualification**	
	Essential	Post Graduate in Urban Planning or Equivalent
	Desirable	PHD in Urban Planning or Equivalent
ii)	**Essential Experience**	
	a) Total Professional Experience	Min. 15 years
	b) Experience in real estate Projects	Min. 10 years in real estate consultancy studies.
	c) Experience in similar capacity	Should have prepared concept/master plans.
iii)	**Age Limit**	60 years on the date of submission of proposal

4. Environmental Expert and Social R&R Expert

i)	**Educational Qualification**	
	Essential	Graduate in Civil Engineering / Environment Engineering / Masters in Environment Science
	Desirable	Post Graduate in Environmental Engineering
ii)	**Essential Experience**	
	a) Total Professional Experience	Min. 10 years
	b) Experience in similar projects	Should have min. 5 years experience in preparation of environment impact assessment.
	c) Experience in similar capacity	Should have worked as an Environmental Expert.
iii)	**Age Limit**	60 years on the date of submission of proposal

Enclosure-II

QUALIFICATION AND EXPERIENCE REQUIREMENT OF KEY PERSONNEL

5. Land Assessment Expert

i)	**Educational Qualification**	
	Essential	Graduate or equivalent
	Desirable	Post Graduation or equivalent
ii)	**Essential Experience**	
	a) Total Professional Experience	Min. 10 years
	b) Experience in Major Projects	Should have minimum 5 years experience in handling land acquisition processes & similar activities
	c) Experience in similar capacity	Should have worked as a land Expert.
iii)	**Age Limit**	60 years on the date of submission of proposal

SCHEDULE–2

Draft Contract Agreement

FOR

"Preparation of Development and Monetization Plan of Land Parcels along the Proposed Road/Expressway on Existing Fafadih-Telibandha - Naya Raipur Narrow Gauge Railway Track"

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AGREEMENT

Preparation of Development and Monetization Plan of Land Parcels along the Proposed Road/Expressway on Existing Fafadih-Telibandha - Naya Raipur Narrow Gauge Railway Track

This AGREEMENT (hereinafter called the "**Agreement**") is made on the .....……. day of the month of …… 2016 between, on the one hand, the Chhattisgarh Road Development Corporation Limited, Raipur, C.G. (CGRDC) (hereinafter called the "**Authority**" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, ……. (Hereinafter called the "**Consultant**" which expression shall include their respective successors and permitted assigns).

WHEREAS

(A) The Authority vide its Request for Proposal for Preparation of Detailed Project Report (hereinafter called the "**Consultancy**") for the "Preparation of Development and Monetization Plan of Land Parcels along the Proposed Road/Expressway on Existing Fafadih-Telibandha - Naya Raipur Narrow Gauge Railway Track" (hereinafter called the "**Project**")";

(B) The Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and

(C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated ..... (the "**LOA**"); and

(D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

(a) "**Agreement**" means this Agreement, together with all the Annexes;

(b) "**Agreement Value**" shall have the meaning set forth in Clause 6.1.2;

(c) "**Applicable Laws**" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;

(d) "**Confidential Information**" shall have the meaning set forth in Clause 3.3;

(e) "**Conflict of Interest**" shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;

(f) "**Dispute**" shall have the meaning set forth in Clause 9.2.1;

(g) "**Effective Date**" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;

(h) "**Expatriate Personnel**" means such persons who at the time of being so hired had their domicile outside India;

(i) "**Government**" means the Government of India / Chhattisgarh;

(j) "**INR**, **Re**. or **Rs**." means Indian Rupees;

(k) "**Member**", in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and "Members" means all of these entities;

(l) "**Party**" means the Authority or the Consultant, as the case may be, and Parties means both of them;

(m) "**Personnel**" means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;

(n) "**RFP**" means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;

(o) "**Services**" means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;

(p) "**Sub-Consultant**" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and

(q) "**Third Party**" means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

(a) Agreement;
(b) Annexes of Agreement;
(c) RFP; and
(d) Letter of Award.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

(a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and

(b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

(a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.9 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority;

(b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.9 or to such other person as the Authority may from time to

time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and

(c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

1.8.1 The Services shall be performed at the site of the Project and offices of the Authority in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

1.8.2 The Authority may require the Team Leader to spend the required man days at the offices of the Authority and the Consultant agrees and undertakes to provide such services on a best effort basis and without any unreasonable delay.

1.9 Authorised Representatives

1.9.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.9.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

Shri G.S. Solanki
General Manager, CGRDC
Phone: 0771-4263242
Mobile: 9425207316
Email: gm@cgrdc.in

1.9.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

.....

.....

Tel: .....

Mobile: .....

Email: .....

1.10 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority

shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it. The Authority shall reimburse only Service tax on production of project specific proof of payment of Service tax.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement or on the date of the Authority's notice to the Consultants instructing the Consultants to begin carrying out the Services whichever is earlier (the "**Effective Date**")

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 1 (one) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

2.4 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 120 (One Hundred Twenty) days after the delivery of the final deliverable to the Authority; and (ii) the expiry of 1 (one) year from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Agreement, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, 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, earthquake, fire, explosion, storm, flood or other 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 such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement 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 Agreement.

2.7.3 Measures to be taken

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.

(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 event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, 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.

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

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

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than 15 (Fifteen) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

(a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;

(b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

(c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;

(d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;

(e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;

(f) 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 60 (sixty) days; or

(g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

(a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;

(b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within reasonable time following the receipt by the Authority of the Consultant's notice specifying such breach;

(c) 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 60 (sixty) days; or

(d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 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, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 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 Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

(i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;

(ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and

(iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement 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 Standards of Performance

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

3.1.2 Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "**TOR**") at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;

(b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or

(c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**")**.** Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "**corrupt practice**" means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;

(b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;

(d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

(e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-

Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

(i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;

(ii) was obtained from a third party with no known duty to maintain its confidentiality;

(iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

(iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

(i) for any indirect or consequential loss or damage; and

(ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

3.5 Insurance to be taken out by the Consultant

3.5.1 (a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.

(b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

(c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.

(d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

(a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of INR 2 (Two) crore;

(b) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and

(c) professional liability insurance for an amount no less than the Agreement Value. The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement.

3.6 Accounting, inspection and auditing

The Consultant shall:

(a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and

(b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.7 Consultant's actions requiring the Authority's prior approval

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

(a) appointing such members of the Professional Personnel as are not listed in Annex–2.

(b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or

(c) Any other action that is specified in this Agreement.

3.8 Reporting obligations

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.9 Documents prepared by the Consultant to be property of the Authority

3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "**Consultancy Documents**") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.9.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorised use of such

Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.10 Equipment and materials furnished by the Authority

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

3.11 Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.12. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annex-2 of this Agreement.

4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel may be made by the Consultant by written notice to the Authority, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty per cent) or one week, whichever is greater, and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement. Any other adjustments shall only be made with the written approval of the Authority.

4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

4.3 Approval of Personnel

4.3.1 The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.

4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix–I (Form-12) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4 Substitution of Key Personnel

The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Replacement of key personnel during Consultancy Services having selected Consultants among other things, on the basis of an evaluation of proposed key professional staff, the Employer expects to negotiate, within the proposal validity period, a contract on the basis of the staff named in the proposal and, prior to contract negotiations, will require assurances that the staff will be actually available. The Employer will not consider substitutions during contract implementation except under exceptional circumstances up to maximum of 2 nos. of key personnel (considering equal weightage for each key personnel) and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel may call for following deductions.

Key Personnel	**Deduction for First Substitution of Key Personnel (In Rupess)**
Team Leader Cum Real Estate Expert	2,00,000.00
Financial Expert, Architect cum Urban Planner, Environmental and Social R & R Expert, Land Assessment Expert.	1,00,000.00

4.5 Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall

be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the man days of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.6 Team Leader and Project Manager

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordination and timely and efficient functioning of the other Key Personnel. In addition, the Consultant may designate a suitable person as Project Manager (the "**Project Manager**") who shall be responsible for day to day performance of the Services.

4.7 Sub-Consultants

Sub-Consultants listed in Annex-4 of this Agreement are hereby approved by the Authority. The Consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

(a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;

(b) facilitate prompt clearance through customs of any property required for the Services; and

(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.

5.2 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of

the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Agreement Value

6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-5 of the Agreement**.**

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the "Agreement Value"). The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of the Agreement Value.

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 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. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:-

(a) The Consultant shall be paid for its services as per the Payment Schedule at Annex-6 for services, subject to the Consultant fulfilling the following conditions:

(i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.

(ii) The Authority shall pay to the Consultant, only the undisputed amount.

(b) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the "**Due Date**").

(c) The final payment under this Clause 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 Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.

(d) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (c). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.

(e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

The selected Applicant shall submit a Performance Security (ies) to the Authority in the form of Bank Guarantee (The BG shall be in the format specified in Annex-7 of draft contract agreement and furnished from a Nationalized /Scheduled Bank approved by RBI, having a Net Worth of not less than Rs. 500 crore as per latest Annual Report of the Bank) /TDR/FDR on any Scheduled Bank in India in favour of Managing Director, Chhattisgarh Road Development Corporation Limited, Raipur and payable at Raipur as below:

5.00% (Five percent) of the Consultancy Fee for the Preparation of Development and Monetization Plan (as per the Appendix – II, Form 2), within 7 (Seven) days of date of issue of LOA, valid till 2 months from the date of completion of services.

The selected Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

(a) If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;

(b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and

(c) If the Selected Applicant commits a breach of the Agreement.

7.1.1 In addition to the above, the Authority shall retain by way of Security Deposit (the "**Security Deposit**"), 5% (five per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as

specified in Clause 7.2. The balance remaining out of the Security Deposit shall be returned to the Consultant at the end of 3 (three) months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Security Deposit, the Authority may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Security Deposit in accordance with the provisions of this Agreement.

7.1.2 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-7 of this Agreement

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement 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 failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon Managing Director, CGRDC, Raipur and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (Ten) day from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (Ten) day period or the Dispute is not amicably settled within 15 (Fifteen) day of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (Thirty) day of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4 Disputes shall be settled by arbitration in accordance with the following provisions:

9.4.1 Selection of Arbitrators

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator whose appointment shall be made in accordance with the Rules. 9.4.2 The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this

Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

9.4.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India unless the Consultant is a foreign national/firm, where arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

9.4.3 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

9.4.4 Qualifications of Arbitrators

Deleted

9.4.5 Miscellaneous

In any arbitration proceeding hereunder:

a. Proceedings shall, unless otherwise agreed by the Parties, be held in DELHI

b. The English language shall be the official language for all purposes.

c. The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

d. The maximum amount payable per Arbitrator in Arbitration clauses shall be as under

S. No	Particulars	Maximum amount payable per Arbitrator/ per case
1	Arbitrator fee	Rs 15,000/- per day subject to a maximum of Rs. 4 .00 lacs or Rs 2.5 lacs (lump sum) subject to publishing the award within 12months.
2	Reading charges	Rs 15,000/-
3	Secretarial Assistance and Incidental	Rs 20,000/-
4	Charges for publishing/ declaration of the award	Rs 20,000/-
5	Other expenses (As per actual against bills subject to maximum of the prescribed celling given below)	

	Traveling expenses Lodging and Boarding	Economy class (by air), First class AC (by train) and AC Car (by road) a) Rs 15,000/- per day (in metro cities) b) Rs 7,000/- per day (in other cities) c) Rs 3,000/- per day if any Arbitrator makes own arrangements.
6	Extra charges for days other than hearing/ meeting days (maximum for 2 days)	Rs 3,500/- per day
Note:- 1. Lodging boarding and traveling expenses shall be allowed only for those members who are residing 100 kms. Away from place of meeting. 2. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro Cities.		

In exceptional cases, such as cases involving major legal implications/ wider ramifications/ higher financial stakes etc., a special fee structure could be fixed in consultation with the Contractor/ Supervision Consultants and with the specific approval of the Managing Director, CGRDC before appointment of the Arbitrator,

10. Change of Scope

The change of Scope on account of variation in area of land parcels from the indicative figures as mentioned under clause 1.1 shall be dealt as follows:

i) During the course of consultancy services in case it is considered necessary to increase/decrease the scope of services by the Authority the same shall be notified by Change of scope notice. Similarly, if the Consultant determines that change of scope is needed, he shall inform of the same to the Authority. The Authority will examine and shall either reject the proposal or issue change of scope notice.

ii) The Consultancy fee shall be revised on account of change of scope as below:

In case the total area of project increase/ decrease up to more 10% of indicative area given in the RFP there shall be no change in Consultancy Fees as quoted. In case the increase/ decrease in total area of project is more than 10% of the indicative area as given in the RFP**,** the rate quoted by the Consultant shall be increased/ decreased in the same proportion in which the area of the project is increased/decreased beyond 10%, however The maximum payment due to change in scope shall be limited to 20% of the contract value

iii) The stipulated period of completion of services may be increased / decreased accordingly.

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

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of Consultant:	For and on behalf of Authority
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)
In the presence of:	
1.	2.

Annex-1

Terms of Reference
(Refer Clause 3.1.2)

(Reproduce Schedule-1 of RFP)

Annex-2

Deployment of Personnel
(Refer Clause 4.2)

(Reproduce as per Form-13 of Appendix-I)

Annex-3

Estimate of Personnel Costs

(Refer Clause 4.2)

Annex-4

Approved Sub-Consultant(s)
(Refer Clause 4.7)

(Reproduce as per Form-15 of Appendix-I)

Annex-5

Cost of Services

(Refer Clause 6.1)

(Reproduce as per Form-1 to Form 2 of Appendix-II)

Annex-6

Payment Schedule

(Refer Clause 6.3)

Key Date No.	Description of Deliverables	Days	Payment
KD1	Inception Report including QAP document	10	10%
KD2	Draft Report on Development and Monetization Plan	50	50%
KD3	Final Report on Development and Monetization Plan.	60	40%

Notes:

1. *The above payments shall be made to the Consultant provided that the payments to be made at any time shall not exceed the amount certified by the Consultant in its Statement of Expenses.*

2. *All Reports shall first be submitted as draft reports for comments of the Authority. The Authority shall provide its comments no later than 1 (One) week from the date of receiving a draft report and in case no comments are provided within such 1 (One) weeks, the Consultant shall finalise its report. Provided, however, that the Authority may take upto 2 (Two) weeks in providing its comments on the Draft Detailed Project Report.*

3. *Final Report on Development and Monetization Plan shall be completed in 2 (Two) months.*

4. *Final payment shall be released upon completion of Services in their entirety, including submission of the Environmental and Social Impact Assessment Report.*

Annex- 7

Bank Guarantee for Performance Security

To,

Managing Director
3rd Floor, Sirpur Bhawan Campus, Behind Akashwani,
Civil Lines, Raipur (C.G.)
Phone: 0771-4043395
Email: info@cgrdc.in, info.cgrdc@gmail.com

In consideration of Chhattisgarh Road Development Corporation Limited, Raipur C.G. (CGRDC) hereinafter referred as the "**Authority**", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to …….., having its office at …….. (hereinafter referred as the "**Consultant**" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. ……. dated …….. valued at Rs. …….. (Rupees ……..), (hereinafter referred to as the "**Agreement**") the assignment for consultancy services in respect of the ……. Project, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. …….. (Rupees ……..) to the Authority for performance of the said Agreement.

We, …….. (hereinafter referred to as the "**Bank**") at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs. …… (Rupees …….) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, …….. (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. …….. (Rupees ……..).

3. We, …….. (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Consultant shall have no claim against us for making such payment.

4. We, …….. (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have

been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, …… (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We, …….. (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. ..... crore (Rupees ..... crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or before [..... (indicate the date falling 365 days after the date of this Guarantee)].

For .....

Name of Bank:

Seal of the Bank:

Dated, the .....day of ....., 20.....

(Signature, name and designation of the authorised signatory)

NOTES:

(i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

(ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Annex-8

Fortnightly Time Reports

Project Name : Fortnight ending:

Week One from :----------to ---------- (insert dates covered by Week One)

Key Personnel	Hours on site	Hours Off site	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total

Week Two from :----------to ---------- (insert dates covered by Week Two)

Key Personnel	Hours on site	Hours Off site	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total

Provide brief description of work undertaken on each day of the fortnight, below:

Date: (Signature and name of authorised signatory)

Note: Hours on Site include time spent in the office of the Authority or at any place other than the office of the Consultant, as may be necessary for carrying out the assignment.

SCHEDULE-3

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.

2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.

3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:

(a) Authority and consultants:

(i) Potential consultant should not be privy to information from the Authority which is not available to others;

(ii) potential consultant should not have defined the project when earlier working for the Authority;

(iii) potential consultant should not have recently worked for the Authority overseeing the project.

(b) Consultants and concessionaires/contractors:

(i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments; or

(ii) no consultant should be involved in owning or operating entities resulting from the project; or

(iii) no consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.

5. Another approach towards avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one part of the consultant's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be

more capable of adopting Chinese walls approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.

7. Another form of conflict of interest called "scope–creep" arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.

8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDICES

APPENDIX-I
Form-1
Technical Proposal
(Refer Clause 2.14)

Letter of Proposal
(On Applicant's letter head)

(Date and Reference)

To,

Managing Director
3rd Floor, Sirpur Bhawan Campus, Behind Akashwani, Civil Lines, Raipur (C.G.)
Phone: 0771-4043395
Email: info@cgrdc.in, info.cgrdc@gmail.com

Sub: **Appointment of Consultant for "Preparation of Development and Monetization Plan of Land Parcels along the Proposed Road/Expressway on Existing Fafadih-Telibandha - Naya Raipur Narrow Gauge Railway Track"**

Dear Sir,

With reference to your RFP Document dated …….., I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for the **" Preparation of Development and Monetization Plan of Land Parcels along the Proposed Road/Expressway on Existing Fafadih-Telibandha - Naya Raipur Narrow Gauge Railway Track ".** The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.

3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.

4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:

(a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;

(b) I/We do not have any Conflict of Interest in accordance with Clause 2.3 of the RFP Document;

(c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.

9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.[$]

12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the Government of Chhattisgarh / India in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.

[$] In case the Applicant is unable to provide the certification specified in Paragraph 12, it may precede the Paragraph by the words viz. "Except as specified in Schedule ……..... hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Applicant for pre-qualification hereunder.

13. The Bid Security of Rs. ..... (Rupees .....) in the form of a Demand Draft is attached, in accordance with the RFP document.

14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.

15. I/We agree to keep this offer valid for 120 (One Twenty) days from the Proposal Due Date specified in the RFP.

16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-4.

17. In the event of being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule–2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

18. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

19. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

20 I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
(Name and seal of the Applicant)

APPENDIX-I

Form-2

Particulars of the Applicant

1.1	Title of Consultancy: Preparation of Development and Monetization Plan of Land Parcels along the Proposed Road/Expressway on Existing Fafadih-Telibandha - Naya Raipur Narrow Gauge Railway Track
1.2	Title of Project: Development and Monetization Plan of Land Parcels along the Proposed Road/Expressway on Existing Fafadih-Telibandha - Naya Raipur Narrow Gauge Railway Track
1.3	State the following: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Applicant: Name: Designation: Company: Address: Phone No.: E-mail address:
1.4	For the Applicant state the following information: (i) In case of non Indian Firm, does the Firm have business presence in India? Yes/No If so, provide the office address(es) in India. (ii) Has the Applicant been penalized by any organization for poor

	quality of work or breach of contract in the last five years? Yes/No (iii) Has the Applicant ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No (iv) Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No (v) Has the Applicant suffered bankruptcy/insolvency in the last five years? Yes/No **Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.**
1.5	Does the Applicant's firm/company combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer? Yes/No If yes, does the Applicant agree to limit the Applicant's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity? Yes/No
1.6	Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services? Yes/No If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant? Yes/No If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only? Yes/No (Signature, name and designation of the authorised signatory) For and on behalf of ……..

APPENDIX-I
Form-3
Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To,

Managing Director
3rd Floor, Sirpur Bhawan Campus, Behind Akashwani, Civil Lines, Raipur (C.G.)
Phone: 0771-4043395
Email: info@cgrdc.in, info.cgrdc@gmail.com

Sub: "Preparation of Development and Monetization Plan of Land Parcels along the Proposed Road/Expressway on Existing Fafadih-Telibandha - Naya Raipur Narrow Gauge Railway Track"

Dear Sir,

I/We hereby confirm that we, the Applicant satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that …….. (insert individual's name) will act as our Authorised Representative and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
For and on behalf of .....

APPENDIX-I

Form-4

Power of Attorney

Know all men by these presents, we, ... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at .....**,** who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "**Authorised Representative**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for Preparation of Feasibility Report for the ..... Project**,** proposed to be developed by the ..... (the "**Authority**") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-proposal and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, ... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For .....

(Signature, name, designation and address)

Witnesses:
1.
2.
Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.*

- *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-I
Form-5
Financial Capacity of the Applicant

S. No.	Financial Year	Annual Turn Over (INR)
1.		
2.		
3.		

Certificate from the Statutory Auditor[$]

This is to certify that ..... (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the Statutory Auditor)

[$] In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: Please do not attach any printed Annual Financial Statement.

APPENDIX-1
Form -6
Particulars of Key Personnels

Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments (Refer Form-9 of Appendix-1)
				Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1. Team Leader Cum Real Estate Expert 2. Financial Expert 3. Architect cum Urban Planner 4. Environmental and social R&R Expert 5. Land Acquisition Expert						

APPENDIX-I

Form-7

Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than two pages)

   The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (not more than three pages)

   The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

Note: Marks will be deducted for writing lengthy and out of context responses.

APPENDIX-I

Form-8

Abstract of Eligible Assignments of the Applicants

S.No	Name of Project	Name of Client	Estimated capital cost of Project (in INR crore)	Area of the project in Ha	Payment[$$] of professional fees received by the Applicant (INR crore)
(1)[£]	(2)	(3)	(4)		(5)
1					
2					
3					
4					

[$] The Applicant should provide details of only those projects that have been undertaken by it under its own name in India.

[$$] Exchange rate for conversion of US $ shall be as per Clause 1.7.1.

[£] The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-10 of Appendix-I.

Signature, name and designation of the authorized signatory of Applicant

Certificate from the Statutory Auditor[$]

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

[$] In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

APPENDIX-I
Form-9
Abstract of Eligible Assignments of Key Personnels

Name of Key Personnel[$]: Designation:

S.No	Name of Project[$$]	Name of Client	Estimated capital cost of project (in INR crore)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Man days spent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

[$] Use separate Form for each Key Personnel.
[$$] The names and chronology of projects included here should conform to the project-wise details submitted in Form-11 of Appendix-I.
Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

APPENDIX-I

Form-10

Eligible Assignments of Applicant

1.	Name of Applicant:	
2.	Name of the Project:	
3.	Area in Ha. or other particulars	
4.	Description of services performed by the Applicant Firm:	
5.	Name of client and Address: (indicate whether public or private)	
6.	Name and telephone no. of client's representative:	
7.	Estimated capital cost of the Project (in INR crore):	
8.	Payment received by the Applicant (in INR crore):	
9.	Start date of the services (month/ year):	
10.	Finish date of the services (month/ year):	
11.	Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief. (Signature, name and designation of authorized signatory)		

Notes:

1. Use separate sheet for each Eligible Project.

2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

3. Exchange rate for conversion of US $ shall be as per Clause 1.7.1.

APPENDIX-I

Form-11

Eligible Assignments of Key Personnel

1.	Name of Key Personnel:	
2.	Designation of Key Personnel:	
3.	Name of the Project:	
4.	Area in Ha.or other particulars	
5.	Name of Consulting Firm where employed:	
6.	Description of services performed by the Key Personnel (including designation):	
7.	Name of client and Address: (indicate whether public or private)	
8.	Name and telephone no. of client's representative:	
9.	Estimated capital cost of the Project (in INR crore):	
10.	Start date of the services (month/ year):	
11.	Finish date of the services (month/ year):	
12.	Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief. (Signature and name of Key Personnel)		

Notes:

1. Use separate sheet for each Eligible Project.

2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

3. Exchange rate for conversion of US $ shall be as per Clause 1.7.1.

APPENDIX-I

Form-12

Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:

2. Name of Personnel:

3. Date of Birth:

4. Nationality:

5. Educational Qualifications:

6. Employment Record:

(Starting with present position, list in reverse order every employment held.)

Latest Coloured Photograph to be affixed

7. List of projects on which the Personnel has worked

Name of project	Description of responsibilities

8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

1 I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.

2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Key Personnel)

Place.....

(Signature and name of the authorised signatory of the Applicant)

Notes:

1. Use separate form for each Key Personnel

2. The names and chronology of assignments included here should conform to the project-wise details submitted in Form-8 of Appendix-I.

3. Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

4. Along with CV the applicant should submit the certificates of Educational qualification, date of birth and experience certificates

APPENDIX-I

Form - 13

Deployment of Personnel

(Refer Clause 4.2)

S.No.	Designation	Name	Man Days (MD)		Week Numbers										
			At Project site	Away from Project site (specify)	1	2	3	4	5	6	7	8	9		
1.															
2.															
3.															
4.															
5.															
6.															
7.															
Total Man days															

APPENDIX-I

Form–14

Field Investigations

Item of Work/ Activity	To be carried out/ prepared by		Week								
	Name	Designation	1	2	3	4	5	6	7	8	9

APPENDIX-I

Form-15

Proposal for Sub-Consultant(s)

(Refer Clause 4.7)

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
No. of Years in business in the above Fields				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Sub- Consultant Name: Designation: Telephone No: Email:				
4. Details of Firm's previous experience				
Name of Work	Name, address and telephone no. of Client	Total Value of Services Performed	Duration of Services	Date of Completion of Services
1. 2. 3.				

(Signature and name of the authorised signatory)

Note:

1. The Proposal for Sub-Consultant(s) shall be accompanied by the details specified in Forms 12 and 13 of Appendix –I.

2. Use separate form for each Sub-Consultant

APPENDIX-II
FINANCIAL PROPOSAL
(Refer Clause 2.15)

FORM-1
Covering Letter
(On Applicant's letter head)

(Date and Reference)

To,

Managing Director
3rd Floor, Sirpur Bhawan Campus, Behind Akashwani, Civil Lines, Raipur (C.G.)
Phone: 0771-4043395
Email: info@cgrdc.in, info.cgrdc@gmail.com

Subject: Appointment of Consultant for "Preparation of Development and Monetization Plan of Land Parcels along the Proposed Road/Expressway on Existing Fafadih-Telibandha - Naya Raipur Narrow Gauge Railway Track"

Dear Sir,

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated …… and our proposal. Our attached financial proposal is for the sum of Rs…… [Amount in words and figures]. This amount is inclusive of all the taxes except Service tax which we have estimated at Rs……(Amount in Words and Figures).

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e……., [Date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

I/We agree that this offer shall remain valid for a period of 120 (One Twenty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

APPENDIX-II
FINANCIAL PROPOSAL
(Refer Clause 2.15)

FORM-2
Total Consultancy Fee

Name of the Consultancy Assignment	**Area in Ha.**	**Rate (per Ha.) in figure and words**	**Total Cost for the services**
(1)	(2)	(3)	(4) = (2)x(3)
"Preparation of Development and Monetization Plan of Land Parcels along the Proposed Road/Expressway on Existing Fafadih - Telibandha - Naya Raipur Narrow Gauge Railway Track"	84.46		

(Total Cost in Words :- .....)

Notes:

1. Payments will be made as per stipulations of the Agreement
2. In case of discrepancy in the price mentioned in the figures and words, the price quoted in words would be considered as final.
3. Price to be quoted including all taxes but excluding Service Tax.
4. All the cuttings and overwriting (if any) shall be clearly initialled.
5. Payments will be made as per stipulations of the Agreement.
6. No condition should be attached to the price proposal.

Managing Director/Head of the firm
/Authorized Representative of the firm

Name of the firm

Address