RFP NO. 33 /16-17/CGRDC/RAIPUR, Dt. 23/07/2016

REQUEST FOR PROPOSALS (RFP)

FOR

APPOINTMENT OF FINANCIAL CONSULTANT AND TRANSACTION ADVISOR FOR VARIOUS ROAD PROJECTS OF CHHATTISGARH ROAD DEVELOPMENT CORPORATION LIMITED

CHHATTISGARH ROAD DEVELOPMENT CORPORATION LIMITED
(A Government of Chhattisgarh Undertaking)
3rd Floor, Sirpur Bhawan Campus, Behind Akashwani, Civil Lines,
Raipur (C.G.).Pin: 492001

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.

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Glossary

Agreement	As defined in Schedule -2
Agreement Value	As defined in Clause 6.1.2 of Schedule -2
Applicable Laws	As defined in Clause 1.1.1 (d) of Schedule – 2
Applicant	As defined in Clause 2.1.1
Authorised Representative	As defined in Clause 2.13.3
Authority	As defined in Clause 1.1.1
Conditions of Eligibility	As defined in Clause 2.2.1
Conflict of Interest	As defined in Clause 2.3.1
Consultancy	As defined in Clause 1.2
Consultancy Team	As defined in Clause 2.1.4
Consultant	As defined in Clause 1.2
CV	Curriculum Vitae
Deliverables	As defined in Paragraph 4 of Schedule-1
Documents	As defined in Clause 2.12
Effective Date	As defined in Clause 2.1 of Schedule-2
Eligible Assignments	As defined in Clause 3.1.4
Expatriate Personnel	As defined in Clause 1.1.1(i) of Schedule-2
Road Sector -cum-Team Leader	As specified in Clause 2.1.4
Financial Proposal	As defined in Clause 2.15.1
Form of Agreement	Form of Agreement as in Schedule -2
INR, Re, Rs.	Indian Rupee(s)
Key Personnel	As defined in Clause 2.1.4
LOA	Letter of Award
MCA	As defined in Clause 1.1 of Schedule-1
Official Website	As defined in Clause 1.11.2
PPP	Public Private Partnership
Personnel	As defined in Clause 1.1.1(n) of Schedule-2
Project	As defined in Clause 1.1.1
Prohibited Practices	As defined in Clause 4.1
Proposals	As defined in Clause 1.2
Proposal Due Date or PDD	As defined in Clause 1.5
RFP	As defined in Disclaimer
Resident Personnel	As defined in Clause 1.1.1(o) of Schedule-2
Scheduled Bank	As specified in RBI Act, 1934
Selected Applicant	As defined in Clause 1.6
Selection Process	As defined in Clause 1.6

Services	As defined in Clause 1.1.1(q) of Schedule -2
Statutory Auditor	An Auditor appointed under Applicable Laws
Sub-Consultant	As defined in Clause 1.1.1(r) of Schedule-2
Subject Person	As defined in Clause 2.3.3(a)
Technical Proposal	As defined in Clause 2.14.1
TOR	As defined in Clause 1.1.3
US$	United States Dollar

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

Invitation for Proposals

1. INTRODUCTION

1.1 Background

1.1.1 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 various road development works (the **"Project"**) through Public-Private Partnership mode.

1.1.2 In pursuance of the above, the Authority has decided to carry out the process for appointment of a Financial Consultant and Transaction Adviser for assisting CGRDC in implementation of the Road Projects in the State of Chhattisgarh. The Financial Consultant and Transaction Adviser shall appraise the Project, assist the Authority in project structuring and in the bidding process, in accordance with the Terms of Reference specified at Schedule-1 (the **"TOR"**).

1.2 Request for Proposals

The Authority invites proposals from interested firms (the "**Proposals**") for selection of a Financial Consultant and Transaction Adviser (the "**Consultant**") who shall assist the Authority in implementation of the Road Projects in the State of Chhattisgarh, appraise the Project, assist the Authority in project structuring and in the bidding process (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, 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 10000.00 (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 (www.cgrdc.in). 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. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant (the "**Selected Applicant**") shall be called for negotiation, if necessary, 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, [Rs. 60 (Rupees 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 PDD, 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	**23/08/2016**
2.	Pre-Proposal Conference	**23/08/2016**
3.	Authority response to queries	**27/08/2016**
4.	Proposal Due Date or PDD	**09/09/2016 by 1500 Hrs**
5.	Opening of Technical Proposal	**09/09/2016 at 1600 Hrs**
6.	Opening of the Financial Proposal	**To be intimated**
7.	Letter of Award (LOA)	**Within 30 days of PDD**
8.	Signing of Agreement	**Within 15 days of LOA**
9.	Validity of Applications	**120 days of Proposal Due Date**

1.9 Pre-Proposal visit and inspection of data

Prospective applicants may visit the office of the Project Authority and review the available documents and data at any time prior to PDD. For this purpose, they 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
The Cost of visiting the Authority and collecting relevant data shall be at the Applicant's own expenses.

1.10 Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be: Date: 23/08/2016
Time: 1100 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 33/16-17/CGRDC/2016/Raipur dated 23/07/2016 for Appointment of Financial Consultant and Transaction Adviser for various road Projects of Chhattisgarh Road Development Corporation Limited.

2.INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services 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 Section of the 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 Consultant's team (the "**Consultancy Team**") shall consist of the following key personnel (the "**Key Personnel**") who shall discharge their respective responsibilities as specified below:

Key Personnel	Responsibilities
Road Sector Expert cum-Team Leader	He will lead, co-ordinate and supervise the Consultancy Team for delivering the Consultancy in a timely manner as envisaged in this RFP. He shall not delegate his responsibilities except with the prior written approval of the Authority. He will assist in project structuring, prepare the bidding documents and assist in the bid process management. He will provide PPP & Procurement support for the implementation of the Project.
Financial Expert-	He will review the Financial Model submitted by the Technical Consultant in its DPR/Feasibility Report, assist in project structuring, assist in preparation of the bidding documents and assist in the bid process management.
Management Information System (MIS) Expert	He will assist CGRDC in all e-tendering process, handling CGRDC website and other MIS related works for CGRDC.

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. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

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

(A) **Technical Capacity**: The Applicant shall have, over the past 7 (Seven) years preceding the PDD, undertaken a minimum of 5 (Five) Eligible Assignments as specified in Clause 3.1.4, of which at least 2 (two) should be PPP Projects from Road and Highways sector.

Note:

1. Only completed Eligible Assignments undertaken by the Applicant will be taken into consideration.

2. 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.

(B) **Financial Capacity**: The Applicant shall have received a minimum of INR 50.00 crore (Indian Rupees Fifty crore) per annum as professional fees during each of the 3 (three) financial years preceding the PDD. For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing advisory or consultancy services to its clients.

(C) **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in 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	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments
Road Sector - cum-Team Leader	Graduate in Civil Engineering from AICTE approved College and MBA/Post Graduate Diploma in Business Management / Project management/Construction Management from Top 50 Colleges enclosed at Annexure -1	10 years in Road and Highway Sector	He should have worked as Road Sector Expert in 5 (Five) Eligible Assignments out of which 2 (two) should be on PPP Basis.

Financial Expert	MBA/Post Graduate Diploma in Business Management (Finance) from Top 50 Colleges enclosed at Annexure -1	8 years	He should have worked in preparation of revenue model and/or bid documents for 3 (three) Eligible Assignments out of which 2 should be from Roads & Highways Sector on PPP basis.
Management Information System (MIS) Expert	B.E. in Information Technology/Computer Science/Electronics & Telecommunication	5 years	He should have handled/developed atleast one MIS portal project for any Central/ State Government/ any Government undertakings.

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 Director (on the Board of Directors) of the Applicant

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 the Proposal, would not be eligible to submit a Proposal by itself.

2.2.6 An Applicant 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, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant.

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 Performance Security, if available, 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.

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 per cent of the paid up and subscribed share capital of such Applicant in the other Applicant, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. 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 or its Associate 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) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and other members, if any) 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

(g) a firm which has been engaged by the Authority 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 Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or

(h) the Applicant (or any constituent thereof), and the bidder or Concessionaire, if any, 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 bidder 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 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 Visit to the Authority and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents 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) 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 thereunder;

(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 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 therefor.

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

2.9.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal

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

Schedules

1 Terms of Reference
2 Form of Agreement

Annex-1: Terms of Reference
Annex-2: Deployment of Personnel
Annex-3: Deleted
Annex-4: Deleted
Annex-5: Cost of Services
Annex-6: Payment Schedule
Annex-7: Bank Guarantee for Performance Security

3 Guidance Note on Conflict of Interest

4 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 the Applicant
Form 6: Particulars of Key Personnel
Form 7: Abstract of Eligible Assignments of the Applicant
Form 8: Abstract of Eligible Assignments of Key Personnel
Form 9: Eligible Assignments of Applicant
Form 10: Eligible Assignments of Key Personnel
Form 11: CVs of Professional Personnel
Form 12: Proposed Methodology and Work Plan

Appendix – II: Financial Proposal
Form 1: Covering Letter
Form 2: Financial Proposal

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 Appointment of Financial Consultant and Transaction Advisor for various road projects of Chhattisgarh Road Development Corporation Limited (The Project)"

The Authority shall endeavor to respond to the queries within the period specified therein but no later than 12 (twelve) days prior to the PDD.

2.10.2 The Authority reserves the right not to respond to any queries 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 all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

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". In addition, the Applicant shall submit 1 (one) copy of the Proposal, along with Documents, marked "COPY". In the event of any

discrepancy between the original and its copies, the original shall prevail.

2.13.3 The Proposal, and its copy, 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 initialed 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 by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal (if required).

2.13.4 Applicants should note the PDD, 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 PDD 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.

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) 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);

(b) power of attorney, if applicable, is executed as per Applicable Laws;

(c) CVs of all Key Personnel have been included;

(d) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP;

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

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

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

(h) Key Personnel proposed have good working knowledge of English language;

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

(j) no Key Personnel should have attained the age of **60** (Sixty)years at the time of submitting the proposal;

(k) Bid Security is provided ;and

(l) the proposal is responsive in terms of Clause 2.21.2.

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, he shall be liable to be debarred for any future assignment of the Authority for a period of 3 (three) 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 Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. The CV of each such professional personnel should be submitted in the format at Form-11 of Appendix-I.

2.14.7 Deleted

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 hereunder.

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 Selected Applicant or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Performance Security, if available, 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 in both figures and words, in Indian Rupees, 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, accommodation, air fare, equipment, printing of documents, 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.

(iii) Costs (including break down of costs) shall be expressed in INR.

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 initialed by the Authorised Representative of the Applicant as per the terms of this RFP. In case the proposal is submitted on the document down loaded 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.

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 Clause 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 Authorized 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.

2.16.2 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. The Application in the prescribed format (Form 1 of Appendix-I) along with Forms 2 to 12 of Appendix-I and supporting documents.
ii. Prescribed RFP document cost.
iii. 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& 2 of Appendix-II).

2.16.3 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.

2.16.4 The completed Proposal must be delivered on or before the specified time on PDD. Proposals submitted by hand, courier, fax, telex, telegram or e-mail shall not be entertained and shall be rejected. **Proposals should be submitted by Speed Post or Registered Post only**.

2.16.5 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, firm profiles, copy of contracts etc. will be entertained.

2.16.6 The rates quoted shall be firm throughout the period of performance of the assignment upto and including discharge of all obligations of the Consultant 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 PDD 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 PDD 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 PDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD.

2.19.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally 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 PDD, 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") valid for a period of at least 120 Days from PDD, 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.

2.20.2 Any Proposal not accompanied by the Bid Security as specified in the RFP 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

2.21.1 The selected Applicant shall submit a Performance Security (ies) to the Authority within 15 (fifteen) days of date of issue of LOA, valid till 2 months from the date of completion of Consultancy Services 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:

- Performance Security will be 5.00% (Five percent) of the Total Consultancy Fee (as per the Appendix – II, Form 2).

2.21.2 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, 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 PDD, 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. 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 PDD including any extension thereof pursuant to Clause 2.17;

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

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

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

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

(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 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 Applicants along with their Technical Scores 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 and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

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 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 2.23.1 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 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.

2.26 Substitution of Key Personnel

2.26.1 The Authority will not normally consider any request of the Selected Applicant for substitution of the Road Sector-cum-Team Leader as the ranking of the Applicant is based on the evaluation of the Road Sector-cum-Team Leader and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances if the Road Sector-cum-Team Leader 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.

2.26.2 The Authority expects the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of the Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of the Road Sector-cum-Team Leader shall only be permitted subject to reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the original Financial Expert who is proposed to be substituted.

2.26.3 Notwithstanding Clauses 2.26.1 and 2.26.2, Applicants should specifically note that substitution of the Road Sector-cum-Team Leader will not normally be considered during the implementation of the Agreement and may lead to disqualification of the Applicant or termination of the Agreement. Applicants are expected to propose only such Road Sector-cum-Team Leader who will be in a position to commit the time required for and be available for delivering the Consultancy in accordance with the Key Dates specified herein and in the Agreement.

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, cancel 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 Commencement of Assignment

The Consultant shall commence the Consultancy within 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 LOA or the Agreement, as the case may be, may be cancelled /terminated.

2.31 Proprietary data

Subject to the provisions of Clause 2.22, 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.

2.32 Consultant's Base

Consultant shall be based all time at the Authority's office in Raipur for close co-ordination. The Authority shall provide the space in the Office of CGRDC with sitting arrangements to the Consultant.

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 and the experience of Key Personnel. Only those Applicants whose Technical Proposals score 75 points or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest technical score (S_T).

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 Road Sector -cum-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 Road Sector -cum-Team Leader, who scores less than 75% (seventy five per cent) 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 points assigned to Technical Evaluation criteria are:

S. No.	Description	Marks
A1	Relevant experience for the assignment	45
A2	Approach and Methodology	05
A3	Relevant Experience of the Key Personnel	50
	Total	**100**

1. SUB CRITERIA 'A1' FOR RELEVANT EXPERIENCE OF THE FIRM FOR THE ASSIGNMENT

S. No.	Description	Marks
A1.1	**Technical Capacity:** Under taken eligible assignment as per Clause 3.1.4	20
A1.2	**Technical Capacity:** Assisted up to signing of Concession Agreement of Eligible Assignments in Roads and Highway Sector	15
A1.3	**Financial Capacity:** Professional Fees per Annum during each of the 3 Financial years preceding the PDD.	10

Distribution of marks sub criteria 'A1' for relevant experience of the firm for the assignment

A1.1 Total marks assigned for undertaken eligible assignment as per Clause 3.1.4: 20.

Description	Eligible Assignment (Nos)	Marks	Remarks
The Applicant shall have, over the past 7 (Seven) years preceding the PDD, undertaken Eligible	5 (Five) Eligible Assignments out of which at least 2 (two) should be PPP Projects from Road and Highways sector.	60% of Total marks assigned	Equal to minimum eligibility criteria

Assignments as specified in Clause 3.1.4.	10 (Ten) Eligible Assignments out of which at least 4 (four) should be PPP Projects from Road and Highways sector.	100% of Total marks assigned	2 times of the minimum eligibility criteria

A1.2 Total marks assigned for assisting up to signing of Concession Agreement of Eligible Assignments in Roads and Highway Sector: 15.

Description	Eligible Assignment (Nos)	Marks	Remarks
The Applicant shall have, over the past 7 (Seven) years assisted upto signing of Concession Agreement of Eligible Assignments in Roads and Highway Sector	5 (Five) Eligible Assignments from Road and Highways sector.	60% of Total marks assigned	Equal to minimum eligibility criteria
	10 (Ten) Eligible Assignments from Road and Highways sector.	100% of Total marks assigned	2 times of the minimum eligibility criteria

A1.3 Total marks assigned for Professional Fees per Annum during each of the 3 financial years preceding the PDD: 10.

Description	Turn Over (in crores)	Marks
Professional Fees per Annum during each of the 3 Financial years preceding the PDD.	50	60% of Total marks assigned
Professional Fees per Annum during each of the 3 Financial years preceding the PDD.	200	100% of Total marks assigned

2. SUB CRITERIA 'A2' FOR ADEQUACY OF THE PROPOSED WORK PLAN AND METHODOLOGY IN RESPONSE TO THE TOR.

Comments & Suggestions on TOR	1
Quality of Approach and Methodology	3
Work Programme & Manning Schedule	1

3. SUB CRITERIA 'A3' QUALIFICATIONS AND COMPETENCE OF THE KEY STAFF FOR THE ASSIGNMENT

S. No.	Key Personnel	Marks Assigned	Criteria
1.	Road Sector -cum-Team Leader	25	
2.	Financial Expert	20	
3.	Management Information System (MIS) Expert	05	

4. 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	35	
2	Relevant Experience and Adequacy for the Project		**60**
	(i) Experience on eligible assignment as per clause 2.2.2, D.	50 (max)	
	(ii) Total Professional experience as per clause 2.2.2, D.	10 (max)	
3	Employment with the Firm		**5**
	Less than 1 year	0	
	1 year to 2 years	3	
	> 2 years	5	
	Total		**100**

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

3.1.4 Eligible Assignments

For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authority or public sector entity in respect of preparation of revenue model and/or preparation of transaction / bid documents and other similar assignments in relation to the bidding process or other transactions, as the case may be, for the following projects shall be deemed as eligible assignments (the "**Eligible Assignments**"):

(a) An Infrastructure Project undertaken through Public Private Partnership (PPP) and having an estimated capital cost (excluding land) of at least Rs. 200 crore (Rupees two hundred crore) in case of Projects in India. or

(b) An infrastructure project having an estimated capital cost (excluding land) of at least Rs.200 crore (Rupees Two hundred crore) in case of Projects in India.

3.2 Short-listing of Applicants

All the Applicants shall be Pre-Qualified and shortlisted as aforesaid, for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than 2 (two), the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose Technical Score is less than the score specified in Clauses 3.1.1 and 3.1.2; provided that in such an event, the total number of pre-qualified and short- listed Applicants shall not exceed 2 (two).

3.3 Evaluation of Financial Proposal

3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (S_F) as specified in Clause

3.3.3.

3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal will be considered.

3.3.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M/F$$

(F = amount of Financial Proposal)

3.4 Combined and Final Evaluation

3.4.1 Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where, T_w and F_w are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.8 and 0.2 respectively.

The Selected Applicant shall be the Applicant having the highest combined score. The second highest Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.24, 2.28 and 2.29, as the case may be.

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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 Performance Security, if available, 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 Clause, 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 therefrom, 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-PROPOSAL CONFERENCE

5.1 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.

5.2 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.

6.MISCELLANEOUS

6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

6.2 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.

6.3 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.

6.4 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.

6.5 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 1.1.3)

Consultancy for

Financial and Transaction Advisory Services

Terms of Reference (TOR)

Terms of Reference (TOR)

1. General

1.1 Government of Chhattisgarh through its owned company called Chhattisgarh Road Development Corporation Limited (CGRDC) plans to take up the development of Roads of the State.

1.2 CGRDC has been entrusted to implement the development of the Road Projects in the State of Chhattisgarh (the "**Projects**"). The Authority seeks the services of a qualified firm for acting as a Financial Consultant and Transaction Adviser (the "**Consultant**") for assisting CGRDC in implementation of the Road Projects in the State of Chhattisgarh (the **"Consultancy"**). The Terms of Reference (the "**TOR**") and the scope of the Consultancy for this assignment are specified below. The Consultant shall be guided in its assignment by the Model Concession Agreement (the "**MCA**") and the Manual of Specifications and Standards for published by MoRTH (the **"Manual"**).

1.3 The Consultant shall be responsible for preparing the relevant Schedules of the Concession Agreement and for bringing out any special feature or requirement of the Project referred to in the Concession Agreement or the Manual.

1.4 The Consultant shall assist the Authority and its Technical Consultant by furnishing clarifications as required for the structuring, documentation and award of the Project.

1.5 The Consultant shall also participate in the pre-bid conferences with the Bidders of the Project and assist the Authority in clarifying the financial aspects arising from the Bid Documents.

1.6 The Consultant shall make available the Road Sector -cum-Team Leader and other Key Personnel to attend and participate in meetings, conferences and discussions with the Authority and shall otherwise advise on and assist the Authority in the diverse commercial issues that may arise from time to time.

2. Objective

The objective of this Consultancy (the **"Objective"**) is to procure transaction related advice, undertake a financial appraisal and assist in the bidding process and award of the Project in a manner which ensures:

(a) participation by the best available companies in the bidding process; and

(b) optimizing the revenue potential of the Project.

3. Scope of Services

The Consultant's Scope of Services shall be divided into following two parts:

i. Part 1: Financial and strategic advisory

ii. Part 2: Transaction Advisory

3.1 Financial and Strategic Advisory

(i) Review of the Financial Analysis submitted in the Detailed Project Report (DPR)/ Feasibility Report

The Consultant shall review the Financial Analysis submitted by the Technical consultant in its DPR / Feasibility Report. The Consultant shall analyze the financial and commercial data considered in the preparation of the Financial Model. The Consultant shall provide its suggestions and comments on the Financial Analysis to the Authority. The Consultant shall take in to account the provisions of MCA, while making its suggestions and recommendations.

(ii) The Consultant shall assist the Authority in identification of project risks and in allocation of the same in an efficient and economic manner;

(iii) Impact of Project on Government Resources

The Consultant shall assist the Authority in identification and quantification of estimated financial impact of the Project on the resources of the State Government and the Authority;

3.2 **Transaction Advisory**

i. Selection of Technical Consultant

The Consultant shall advise and assist the Authority in the selection of suitable firms as technical consultants in a fair and transparent manner by preparing the TOR for the consultancy assignments for some projects as and when required by the Authority and also assist in the bidding process leading to final selection of the respective Technical consultants.

ii. **Assistance in the RFQ / RFP process**

The bidding process is specified in the Model Request for Qualification (RFQ)/ Model Request for Proposal (RFP) document published by the Planning Commission / Government of Chhattisgarh. The Consultant shall assist in adapting the Model RFQ / RFP document for project-specific purposes. The Consultant shall prepare the RFQ / RFP document and finalize the document in consultation with the Authority. The Consultant shall also assist the Authority in the pre-qualification process. The Authority intends to pre- qualify and short-list bidders on the basis of the response to the RFQ / RFP document.

iii. **Assistance in preparation of Bid Documents**

The Consultant shall assist in preparing the Request for Proposal and draft Concession Agreement based on the Model RFP and MCA approved by the Authority. The Authority shall provide the approved RFP and MCA to the Consultant. The Consultant may also suggest improvements in the Bid Documents. For this purpose, he shall work closely with the Authority and its legal advisers and technical consultants. The Consultant shall assist in adapting the Model documents for project specific purposes. The Consultant shall prepare the Bid documents and finalize the documents in consultation with the Authority. Bid documents would include the draft Concession Agreement and the Feasibility Report / DPR. Bids to be submitted by the bidders shall be based on the aforesaid Bid Documents.

iv. **Assistance in the Bid Process**

The Consultant shall assist the Authority in the bid process for selection of the Concessionaire from among the bidders and till the signing of the Concession Agreement. This will primarily relate to participation in pre-bid meetings and answering questions or issuing clarifications with the approval of the Authority. The Consultant shall also assist the Authority in engaging with the bidders on

different aspects of the Project such as its assets, the process of the transaction, the Revenue Model and the structure of the Project. It will also assist the Authority in preparing internal notes and projections for securing governmental approvals, if any.

v. **Assistance in selection of the preferred bidder**

The Authority intends to select the preferred bidder on the basis of the Proposals received from the bidders. The Consultant shall assist the Authority in evaluating the technical and financial proposals and in engaging with the selected bidder till execution of the Concession Agreement.

vi. **Rendering advisory services**

The Consultant shall provide such other advice and assistance as may be necessary and incidental to the Services and as may be requested by the Authority in respect of the Project, including but not limited to attending meetings, conferences and discussions with the Authority, and shall otherwise advise on and assist the Authority on the diverse commercial issues that may arise from time to time. The Consultant shall be responsible primarily for providing advice relating to financial issues arising from or during the course of the bidding process and the documents relating thereto.

3.3 **Scope not exhaustive**

The Scope of Services specified in this Paragraph 3 are not exhaustive and the Consultant shall undertake such other tasks as may be necessary to appraise the project financially and successfully complete the bid process for the Project.

4. Time and Payment Schedule

4.1 The total duration for this Consultancy assignment shall be initially for 2 years.

4.2 In consideration of its services, the Consultant shall be paid a fixed Monthly Retainership Fee as quoted in Form 2 of Appendix II.

4.3 The payment of the Monthly Retainership Fee will made on the basis of the monthly man-month utilization of the Consultant Team.

5. Meetings

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 at the Authority's office. Further, the Consultant may be required to attend meetings and conferences with pre-qualified bidders or the Selected Bidder.

6. 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. Road Sector -cum-Team Leader shall be the leader of the Consultancy Team. The following Key Personnel whose experience and responsibilities are briefly described herein would be considered for evaluation of the Technical Proposal.

Road Sector -cum-Team Leader	
Educational Qualifications	Graduate in Civil Engineering from AICTE approved College and MBA/Post Graduate Diploma in Business Management / Project management/Construction Management from Top 50 Colleges enclosed at Annexure - 1
Essential Experience	10 (Ten) years of Professional Experience in Road and Highway Sector. He should have worked as Road Sector Expert in 5 (Five) Eligible Assignments out of which 2 (two) should be on PPP Basis.
Job responsibilities	He will lead, co-ordinate and supervise the Consultancy Team for delivering the Consultancy in a timely manner as envisaged in this RFP. He shall not delegate his responsibilities except with the prior written approval of the Authority. He will assist in project structuring, prepare the bidding documents and assist in the bid process management. He will provide PPP & Procurement support for the implementation of the Project.
Financial Expert	
Educational Qualifications	MBA/Post Graduate Diploma in Business Management (Finance) from Top 50 Colleges enclosed at Annexure -1
Essential Experience	8 (Eight) years of Professional Experience He should have worked in preparation of revenue model and/or bid documents for 3 (three) Eligible Assignments out of which 2 should be from Roads & Highways Sector on PPP basis.
Job responsibilities	He will review the Financial Model submitted by the Technical Consultant in its DPR/Feasibility Report, assist in project structuring, assist in preparation of the bidding documents and assist in the bid process management.
Management Information System (MIS) Expert	
Educational Qualifications	B.E. in Information Technology/Computer Science/Electronics & Telecommunication
Essential Experience	5 (Five) years of Professional experience. He should have handled/developed atleast one MIS portal project for any Central/ State Government/ any Government
Job responsibilities	He will assist CGRDC in all e-tendering process, handling CGRDC website and other MIS related works of CGRDC.

The Consultant shall be based at the Authority's office in Raipur for the whole period of the assignment for close co-ordination and implementation of the Project.

The Consultant shall mobilise and demobilise its Professional 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.

7. Reporting

7.1 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.

7.2 The Consultant will work closely with the Authority and its technical consultants.

7.3 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. Documents to be made available by the Authority

The Authority shall provide to the Consultant the following:

(a) Feasibility Report / Detailed Project Report (when completed);

(b) Manual of Standards and Specifications; and (c) A copy of the approved Model Bid Document.

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.

9. Completion of Services

9.1 All the Deliverables/Reports shall be compiled, classified and submitted by the Consultant to the Authority in soft form, to the extent possible. The documents comprising the Deliverables / Reports 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 in any case be deemed to be completed upon expiry of 2 (two) years from the Effective Date, unless extended by mutual consent of the Authority and the Consultant.

SCHEDULE – 2
(See Clause 2.1.3)

AGREEMENT

FOR

APPOINTMENT OF FINANCIAL AND

TRANSACTION ADVISORY CONSULTANT FOR VARIOUS ROAD PROJECTS OF CHHATTISGARH ROAD DEVELOPMENT CORPORATION LIMITED

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AGREEMENT

Provision of Financial and Transaction Services for ……. Project

This AGREEMENT (hereinafter called the "**Agreement**") is made on the..... day of the month of ..... 2016, between, on the one hand, Chhattisgarh Road Development Corporation Limited (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 appointment of Financial Consultant and Transaction Advisor (hereinafter called the "**Consultancy**") for various Road Projects of Chhattisgarh Road Development Corporation Limited (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) "**Additional Costs**" shall have the meaning set forth in Clause 6.1.2;

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

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

(d) "**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;

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

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

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

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

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

(j) "**Government**" means the Government of .....;

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

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

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

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

(o) "**Resident Personnel**" means such persons who at the time of being so hired had their domicile inside India;

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

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

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

(s) "**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 part 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 1.10 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/address 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 1.10 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 email, 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 offices of the Authority in accordance with the provisions of RFP. .The Consultant shall be based at the Authority's office in Raipur for the whole period of the assignment for close co-ordination and implementation of the Project.

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 1.9.

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: .....
E-mail: .....

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.

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, this Agreement shall stand terminated and the Consultant shall be deemed to have accepted such termination.

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 expiry of 2 (two) 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 above, 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 15 (fifteen) 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 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) 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 survives 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 3.5, 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 Laws.

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 materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.8 or 3.9 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;

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 its Services in a timely manner and as per Good Industry Practice. .

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 Key Personnel and agents of the Consultant or 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, 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 three 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/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory 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 firm of the Consultant 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 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*, 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 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, 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 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 standards such as Indian Accounting Standards, GAAP, etc 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.

3.6 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.

3.7 Reporting obligations

3.7.1 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.

3.7.2 The Consultant shall electronically and by mail, submit fortnightly time reports of each of the Key Personnel, to the Authority, in the format set out in Annex-8 hereto. Such time reports shall be submitted 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 Key Personnel 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.

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

3.8.1 All 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.

3.8.2 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.

3.8.3 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.

3.9 Materials furnished by the Authority

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 materials and shall dispose of such materials in accordance with the instructions of the Authority.

3.10 Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authorisation from the Authority, are provided unrestricted access to the work place of the Consultant at the Authority's 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.

3.11 Accuracy of Documents

The Consultant shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, 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.

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 other particulars of each of the Consultant's Key Personnel required in carrying out the Services are described in Annex-2 of this Agreement.

4.3 Approval of Personnel

4.3.1 The Key Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Key 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-11) 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 expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of the Road Sector -cum-Team Leader shall be permitted only upon reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

The Consultant should specifically note that substitution of the Road Sector -cum-Team Leader will not normally be considered during the implementation of the Agreement and may lead to disqualification of the Applicant or termination of the Agreement. The Road Sector -cum-Team Leader must commit the time required for and be available for delivering the Consultancy in accordance with the terms specified herein.

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 months of service set forth in Annex-3. Any taking of leave by any Personnel for a period exceeding 7 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 Road Sector -cum-Team Leader

The person designated as the Road Sector -cum-Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel.

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.

All service tax as may be applicable from time to time, on the payment of the professional fees to the Consultant, shall be borne by the Authority.

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 Clauses 4.2.2 and 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the **"Agreement Value"**). The Parties agree that the Agreement Value is Rs. ……. (Rs. ……..).

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clause 2.6, the Parties agree that additional payments shall not 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 not 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 on monthly basis, and the rates specified in Annex-5 of this Agreement.

(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 Services shall be deemed completed upon expiry of 24 months Twenty four Months) from the date of the Agreement.

(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.

(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

7.1.1 For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 5% (Five per cent) of the Agreement Value (the "**Performance Security**"). Performance Security will be 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 from any Scheduled Bank in India in favour of **Managing Director, Chhattisgarh Road Development Corporation Limited, Raipur** and payable at **Raipur** and shall be submitted before the signing of the Contract Agreement.

7.1.2 Notwithstanding anything to the contrary contained in Clause 7.1.1, as and when

payments become due to the Consultant for its Services, the Authority shall retain by way of Performance Security, 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 Performance Security shall be returned to the Consultant at the end of 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 Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Financial Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

7.1.3 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.2 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 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 shall 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 8.2 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 Managing Partner/ 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) days 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) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days 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 Arbitration

9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "**Rules**"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act,1996. The place of such arbitration shall be Raipur, Chhattisgarh and

the language of arbitration proceedings shall be English.

9.4.2 There shall be a board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

9.4.3 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.

9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

9.4.6 Miscellaneous

In any arbitration proceeding hereunder:

(a) Proceedings shall, unless otherwise agreed by the parties, beheld in Raipur.

(b) The English language shall be the official language for all purposes; and

(c) The decision of 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) Fee structure shall be as indicated below:

Sl No.	**Particulars**	**Maximum amount payable per Arbitrator/per case**
1	Arbitrator fee	INR 15000/- per day subject to a maximum 4 lacs Or INR 2.5 lacs (lump sum) subject to publishing the award within 12months.
2	Reading Charges	INR15,000/-
3	Secretarial Assistance & Incidental charges (telephone, fax, post age etc.)	INR20,000/-
4	Charges for Publishing /declaration of the Award	Maximum of INR 20,000/-
5	Other expenses (As per actual against bills subject to the prescribed ceiling given below)	

	Travelling Expenses Lodging and Boarding	Maximum ceiling Economy class (by air), First class AC (by train) and AC car (byroad) 1. INR15,000/-per day (in metro cities) 2. INR7,000/-per day (in other cities) 3. INR 3,000/- per day, if any Arbitrator makes their own arrangements.
6	Local Travel	INR 1,500/- per day
7	Extra charges for days other than hearing/ meeting days (maximum for 2 days)	INR 3,500/- per day
Note:-	1. Lodging, boarding and travelling expenses shall be allowed only for those members who are residing100Kms. Away from place of meeting. 2. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro Cities.	

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	For and on behalf of
Consultant:	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 Key Personnel

(Refer Clause 4.2)

(Reproduce as per Form-6 of Appendix-I)

Annex-3

Deleted

Annex-4

Deleted

Annex-5

Cost of Services

(Refer Clause 6.1)

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

Annex-6

Payment Schedule

(Refer Clause 6.3)

Payment shall be made on monthly basis as the offer made in Financial proposal Annex-2 (form no. 2)

Annex-7

Bank Guarantee for Performance Security

(Refer Clause 7.1.3)

To

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

In consideration Chhattisgarh Road Development Corporation Limited (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 Bank) 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 thereunder 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 730 days after the Bid Due Date specified in the RFP)].

Dated, the …… day of..... 20

For .....

(Name of Bank)

NOTES:

(Signature, name and designation of the authorised signatory)

Seal of the Bank:

(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

(Name of Consultant)

Fortnightly Time Report

(See Clause 3.7.2)

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 Hours

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 Hours

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

(See Clause 2.3.3)

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

(See Clause 2.1.3)

TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(On Applicant's letter head)

(Date and Reference) To,

Managing Director
Chhattisgarh Road Development Corporation Ltd,
3rd Floor, Sirpur Bhawan Campus,
Behind Akashvani, Civil Lines,
Raipur - 492001
Chhattisgarh

Sub: Appointment of Consultant for Financial and Transaction Advisory Services for various Road Projects of Chhattisgarh Road Development Corporation Limited

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 Appointment of Consultant for Financial and Transaction Advisory Services (the "**Consultant**") for various road Projects of Chhattisgarh Road Development Corporation Limited. The proposal is unconditional and unqualified.

2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; 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 declarethat:

(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 declare that we are not a member of any other Consortium applying for Selection as a Consultant.

10. 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.

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

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

13. I/We 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 India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.

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 hundred twenty) days from the PDD 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 my/our firm 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. In the event of my/our firm being selected as the Consultant, I/we agree and undertake to provide the services of the Road Sector -cum-Team Leader in accordance with the provisions of the RFP and that the Road Sector -cum-Team Leader shall be responsible for providing the agreed services himself and not through any other person or Associate.

19. I/We have studied RFP and all other documents carefully. 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.

20. 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.

21. 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: Appointment of Consultant for Financial and Transaction Advisory Services for various Road Projects of Chhattisgarh Road Development Corporation Limited
1.2	State the following: Name of Firm: Legal status (e.g. sole proprietorship or partnership): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Name, designation, address and phone numbers of authorized signatory of the Applicant: Name: Designation: Company: Address: Phone No.: E-mail address:
1.3	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 penalised 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.**

1.4	(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
Chhattisgarh Road Development Corporation Ltd,
3rd Floor, Sirpur Bhawan Campus,
Behind Akashvani, Civil Lines,
Raipur - 492001
Chhattisgarh

Dear Sir,

Sub: RFP for Appointment of Consultant for Financial and Transaction Advisory Services for various Road Projects of Chhattisgarh Road Development Corporation Limited.

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 on our behalf 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/ retained by 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 Financial and Transaction Services for the for various Road Projects of Chhattisgarh Road Development Corporation Limited (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid 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.*

- *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, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

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APPENDIX-I

Form-5

Financial Capacity of the Applicant

(Refer Clause 2.2.2 (B))

S. No.	Financial Year	Annual Revenue (INR)
1.	2014-15	
2.	2013-14	
3.	2012-13	

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.

(Signature, name and designation of the authorised signatory)

Date: Name and seal of the audit firm:

[$$] 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:

1. Please do not attach any printed Annual Financial Statement.

APPENDIX-I

Form-6

Particulars of Key Personnel

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments[$]
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Road Sector -cum-Team Leader						
2.	Financial Expert						
3.	Management Information System (MIS) Expert						

[$]Refer Form 8 of Appendix I Eligible Assignments of Key Personnel.

APPENDIX-I

Form-7

Abstract of Eligible Assignments of the Applicant[$]

(Refer Clause 3.1)

S. No	Name of Project	Name of Client	Estimated capital cost of Project (in Rs crore)	Professional fee[$$] received by the Applicant (in Rs crore)[£]
(1) [£££]	(2)	(3)	(4)	(5)
1				
2				
3				
4				
5				

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

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

[£] In the event that the Applicant does not wish to disclose the actual fee received for any particular assignment, it may state that it has received more than the amount specified for eligibility under this RFP. For example, it may state: "Above Rs. 5 (five) lakh" in respect of a particular project.

[£££] The names and chronology of Eligible Assignments included here should conform to the project-wise details submitted in Form-9 of Appendix-I.

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.

(Signature, name and designation of the authorised signatory)

Date: Name and seal of the audit firm:

[$] 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.

APPENDIX-I

Form-8[$]

Abstract of Eligible Assignments of Key Personnel

(Refer Clause 3.1)

Name of Key Personnel: Designation:

S. No	Name of Project[£]	Name of Client	Estimated capital cost of project (in Rs cr.)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Man months spent on the assignment
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							
5							

[$] 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-10 of Appendix-I.

APPENDIX-I

Form-9

Eligible Assignments of Applicant

(Refer Clause 3.1.4)

1.	Name of Applicant:	
2.	Name of the Project:	
3.	Type of Project (PPP / Other Project)	
4.	Length in kms or other particulars:	
5.	Description of services performed by the Applicant firm:	
6.	Name of client and Address:	
7.	Name, telephone no. of client's representative:	
8.	Estimated capital cost of Project (in Rs crore):	
9.	Payment received by the Applicant as professional fees (in Rs. crore)[$]:	
10.	Start date of the services (month/ year):	
11.	Finish date of the services (month/ year):	
12.	Brief description of the Project:	

Notes:

1. Use separate sheet for each Eligible Assignment.

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

[$] In the event that the Applicant does not wish to disclose the payment received by it as professional fees for any particular assignment, it may state that it has received more than the amount specified in this statement.

APPENDIX-I

Form-10

Eligible Assignments of Key Personnel

(Refer Clause 3.1.4)

1.	Name of Key Personnel:	
2.	Designation of Key Personnel:	
3.	Name of the Project:	
4.	Type of Project (PPP / Other Project)	
5.	Length in kms or other particulars:	
6.	Name of Consulting Firm where employed:	
7.	Description of services performed by the Key Personnel (including designation):	
8.	Name of client and Address:	
9.	Name, telephone no. of client's representative:	
10.	Estimated capital cost of the Project (in Rs crore):	
11.	Start date of the services (month/ year):	
12.	Finish date of the services (month/ year):	
13.	Brief description of the Project:	

Notes:

1. Use separate sheet for each Eligible Assignment
2. Exchange rate for conversion of US $ shall be as per Clause 1.7.1.

APPENDIX-I

Form-11

Curriculum Vitae (CV) of Professional 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.)
7. List of projects on which the Personnel has worked

Name of Project	Description of responsibilities

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 my qualifications, my experience and me.

(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-7, as the case may be, 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.
4. Along with CV the applicant should submit the certificates of Educational qualification, date of birth

APPENDIX-I

Form-12

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 organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilized for this assignment. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services. The firms/ consortium have to specify about their lab facilities.

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

APPENDIX-II

FINANCIAL PROPOSAL

Form-1

Covering Letter

(On Applicant's letter head)

(Date and Reference) To,

Managing Director
Chhattisgarh Road Development Corporation Ltd,
3rd Floor, Sirpur Bhawan Campus,
Behind Akashvani, Civil Lines,
Raipur – 492001
Chhattisgarh
Dear Sir,

Subject: Appointment of Consultant for Financial and Transaction Advisory Services for various Road Projects of Chhattisgarh Road Development Corporation Limited.

I/We, ... (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for Financial and Transaction Advisory Services for above in accordance with your Request for Proposal dated _____. Our attached Financial Proposal is for the sum of Rs_____[Amount in words and figures]. This amount is inclusive of all taxes except applicable Service Tax.

I/We agree that this offer shall remain valid for a period of 120 (One hundred 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
(See Clause 2.1.3)

Form-2

Financial Proposal

S. No.	Key Personnel	No. of Man Months	Man Month Rate (INR)	Total (INR)
1	Road Sector -cum-Team Leader	24		
2	Financial Expert	24		
3	Management Information System (MIS) Expert	24		
6	**TOTAL (Excluding Service Taxes) (1+2+3)** In Indian Rupees ……(in figures) ……..(in words)			

Note:

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 initialed.
5. No Escalation in the rates for the entire period of the Consultancy
6. No condition should be attached to the price proposal.

Annexure - 1

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National Institutional Ranking Framework
Ministry of Human Resource Development
Government of India

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Management (Research and Teaching)

Show 50 entries Search:

INSTITUTE ID	Name	City	State	Score	Rank
NIRF-MGMT-INF-217	Indian Institute Of Management, Bangaluru More Details	Bangaluru	Karnataka	93.04	1
NIRF-MGMT-INF-311	Indian Institute Of Management, Ahmedabad More Details	Ahmedabad	Gujarat	89.91	2
NIRF-MGMT-INF-353	Indian Institute Of Management, Calcutta More Details	Kolkata	West Bengal	87.45	3
NIRF-MGMT-INF-76	Indian Institute Of Management, Lucknow-Lucknow More Details	Lucknow	Uttar Pradesh	86.12	4
NIRF-MGMT-INF-352	Indian Institute Of Management, Udaipur More Details	Udaipur	Rajasthan	84.22	5
NIRF-MGMT-INF-297	Indian Institute Of Management, Kozhikode More Details	Kozhikode	Kerala	81.97	6
NIRF-MGMT-1-2454726101	International Management Institute-New Delhi More Details	NEW DELHI	Delhi	81.77	7
NIRF-MGMT-1-2451110408	Indian Institute Of Forest Management More Details	BHOPAL	Madhya Pradesh	81.01	8
NIRF-MGMT-INF-228	Indian Institute Of Technology, Kanpur More Details	Kanpur	Uttar Pradesh	79.43	9
NIRF-MGMT-INF-231	Indian Institute Of Management, Indore-Indore More Details	Indore	Madhya Pradesh	78.62	10
NIRF-MGMT-1-2455701358	Management Development Institute More Details	GURGAON	Haryana	77.44	11
NIRF-MGMT-1-2451326855	International Management Institute, Kolkata More Details	KOLKATA	West Bengal	77.16	12
NIRF-MGMT-1-2451299852	Xavier Labour Relations Institute (XlrI) More Details	JAMSHEDPUR	Jharkhand	75.30	13
NIRF-MGMT-INF-351	Indian Institute Of Management, Tiruchirappalli More Details	Tiruchirappalli	Tamil Nadu	75.23	14
NIRF-MGMT-1-2454400380	Thiagarajar School Of Management More Details	MADURAI	Tamil Nadu	74.68	15
NIRF-MGMT-1-2450707313	S. P. Jain Institute Of Management & Research More Details	MUMBAI	Maharashtra	74.59	16
NIRF-MGMT-768	Vellore Institute Of Technology More Details	Vellore	Tamil Nadu	73.00	17
NIRF-MGMT-INF-348	Indian Institute Of Management, Raipur More Details	Raipur	Chhattisgarh	72.41	18
NIRF-MGMT-INF-350	Indian Institute Of Management, Rohtak More Details	Rohtak	Haryana	72.37	19
NIRF-MGMT-INF-355	Rajiv Gandhi Indian Institute Of Management More Details	Shillong	Meghalaya	71.93	20
NIRF-MGMT-INF-347	Indian Institute Of Management, Kashipur More Details	Kashipur	Uttarakhand	70.11	21
NIRF-MGMT-246	Indian Institute Of Information Technology And Management More Details	Gwalior	Madhya Pradesh	69.42	22
NIRF-MGMT-1-2454188397	Fore School Of Management-New Delhi More Details	NEW DELHI	Delhi	68.32	23

NIRF-MGMT-1-2454048264	Lal Bahadur Shastri Institute Of Managemenet, Delhi	More Details	DELHI	Delhi	68.18	24
NIRF-MGMT-1-2451694143	Birla Institute Of Technology	More Details	RANCHI	Jharkhand	67.66	25
NIRF-MGMT-1-2455080664	Jaipuria Institute Of Management, Noida-Noida	More Details	NOIDA	Uttar Pradesh	67.51	26
NIRF-MGMT-1-2452712334	Department Of Business Administration - Tezpur University	More Details	TEZPUR	Assam	66.41	27
NIRF-MGMT-INF-349	Indian Institute Of Management, Ranchi	More Details	Ranchi	Jharkhand	65.75	28
NIRF-MGMT-512	Institute Of Management, Nirma University	More Details	Ahmedabad	Gujarat	65.72	29
NIRF-MGMT-1-2455815869	Xavier Institute Of Management & Entrepreneurship	More Details	BANGALORE	Karnataka	64.30	30
NIRF-MGMT-1-2451664315	Great Lakes Institute Of Management	More Details	MANAMAI VILLAGE	Tamil Nadu	63.51	31
NIRF-MGMT-1-2451156700	Itm University	More Details	GWALIOR	Madhya Pradesh	62.33	32
NIRF-MGMT-1-2454344014	Ssn School Of Management	More Details	KALAVAKKAM	Tamil Nadu	61.76	33
NIRF-MGMT-1-2456179118	Department Of Management Studies	More Details	TIRUCHIRAPPALLI	Tamil Nadu	60.65	34
NIRF-MGMT-1-2450590646	Army Institute Of Management & Technology	More Details	GREATER NOIDA	Uttar Pradesh	60.48	35
NIRF-MGMT-1-2451216613	Rajagiri College Of Social Sciences	More Details	COCHIN	Kerala	60.47	36
NIRF-MGMT-1-2451335934	Rajagiri Business School	More Details	COCHIN	Kerala	59.82	37
NIRF-MGMT-1-2450648844	Institute Of Public Enterprise-Hyderabad	More Details	HYDERABAD	Telangana	58.96	38
NIRF-MGMT-1-2453420349	Institute Of Management Technology, Nagpur	More Details	DORLI	Maharashtra	58.85	39
NIRF-MGMT-380	Lingaya's University	More Details	Faridabad	Haryana	58.38	40
NIRF-MGMT-1-2456228043	Sri Krishna College Of Engineering And Technology-Coimbatore	More Details	COIMBATORE	Tamil Nadu	57.77	41
NIRF-MGMT-1-2449926375	Adhiyamaan College Of Engineering (Mba Programme)	More Details	HOSUR	Tamil Nadu	56.44	42
NIRF-MGMT-1-2454753072	Jagan Institute Of Management Studies Technical Campus	More Details	DELHI	Delhi	55.60	43
NIRF-MGMT-1-2455095630	B.N. College Of Engineering & Technology(Bncet)	More Details	LUCKNOW	Uttar Pradesh	55.52	44
NIRF-MGMT-1-2451259979	Entrepreneurship Development Institute Of India	More Details	BHAT	Gujarat	54.69	45
NIRF-MGMT-1-2452540136	Institute Of Management & Entrepreneurship Development-Pune	More Details	PUNE	Maharashtra	54.04	46
NIRF-MGMT-1-2449925164	Rvs Technical Campus	More Details	COIMBATORE	Tamil Nadu	53.95	47
NIRF-MGMT-INF-NEW13	University School Of Management	More Details	Kurushetra	Haryana	53.33	48
NIRF-MGMT-1-2453263517	Jaipuria Isntitute Of Management, Lucknow-Lucknow	More Details	LUCKNOW	Uttar Pradesh	52.85	49
NIRF-MGMT-1-2455861012	Scms School Of Technology & Management (Mba)-Cochin	More Details	COCHIN	Kerala	52.13	50