CHHATTISGARH ROAD DEVELOPMENT CORPORATION LIMITED

(Second Call)

REQUEST FOR PROPOSAL (RFP)

for

Consultancy Services
for
Architectural, Design and Construction Management
for
Construction of Office
of
Chhattisgarh Road Development Corporation Limited, Raipur (C.G.)

Chhattisgarh Road Development Corporation Limited,
3rd Floor, Sirpur Bhawan Campus, Behind Akashwani, Civil Lines, Raipur (C.G.) 492001
Website : www.cgrdc.in, email ID : info@cgrdc.in, info.cgrdc@gmail.com
Ph. No. 0771 – 4043395, Fax No.- 0771- 4033242

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.

TABLE OF CONTENTS

SECTION 1 7
LETTER OF INVITATION 7
SECTION - 2 11
INSTRUCTIONS TO APPLICANTS 11
SECTION - 3 31
CRITERIA FOR EVALUATION 31
SECTION - 4 36
FRAUD AND CORRUPT PRACTICES 36
SECTION - 5 39
PRE CONTRACT INTEGRITY PACT 39
SECTION - 6 47
PRE-PROPOSAL MEETING 47
SECTION - 7 49
MISCELLANEOUS 49
SECTION -8 51
TERMS OF REFERENCE (TOR) 51
SECTION 9 65
FORMATS FOR SUBMISSION OF TECHNICAL PROPOSAL 65
SECTION 10 79
FORMATS FOR SUBMISSION OF FINANCIAL PROPOSAL 79
SECTION 11 84
DRAFT CONTRACT AGREEMENT FOR CONSULTANCY SERVICES 84
SECTION-12 123
Guidance Note on Conflict of Interest 123

Chhattisgarh Road Development Corporation Limited

3rd Floor, Sirpur Bhawan Campus,Behind Akashwani,Civil Lines, Raipur (C.G.) 492001
Website : www.cgrdc.in, email ID : info@cgrdc.in , info.cgrdc@gmail.com ,
Ph.no.-0771 – 4043395, Fax no.-0771-4033242
CIN : U45203CT2014SGC001560

(Second Call)
REQUEST FOR PROPOSAL (RFP)

RFP No. 19/16-17/ CGRDC/2016 Raipur Dated: 02/ 04/2016

Chhattisgarh Road Development Corporation Ltd. (CGRDC) has been assigned the work of Construction and Up-gradation of roads in the State of Chhattisgarh and presently its office building is under Construction.

CGRDC invites Proposals from the Interested Architectural/Engineering firm for Consultancy Services for Architectural, Design and Construction Management for Construction of Office of, Chhattisgarh Road Development Corporation Ltd., Raipur (C.G.) (CGRDC). Interested Bidders should provide information, demonstrating that they have the required qualification and relevant experience to perform the services. Detailed information docket may be downloaded from official Departmental website **http://www.cgrdc.in** or may be obtained from the office of the undersigned during office hours. RFP along with the RFP Cost of INR 5000.00/- (INR Five thousand only) in form of Non-refundable Demand Draft (Mandatory for all types of applicants) of any Nationalized/Scheduled bank, in favor of **Managing Director, Chhattisgarh Road Development Corporation Ltd.** payable at Raipur, Chhattisgarh, must be delivered through Speed/ Registered (A.D.) post only on the address above to reach on or before 03/05/2016 by 1500 Hrs. IST.

The following Schedule is to be followed for the assignment:

1.	Deadline for Purchasing RFP Document from office or downloading from the website	02/05/2016
2	Last date of Submission of Queries	20/04/2016
3	Pre Proposal meeting in CGRDC, HQ	20/04/2016 (15:30 hrs)
4	CGRDC's response to the Queries	25/04/2016
5	Deadline for submission of Proposals (PDD)	03/05/2016 (15:00 hrs)
6	Opening of Technical proposals	03/05/2016 (16:30 hrs)
7	Pre-Qualification of Applicants	To be intimated later.

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

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

SECTION – 1

LETTER OF INVITATION

SECTION 1
LETTER OF INVITATION

1.1 GENERAL :-

1.1.1 The Chhattisgarh Road Development Corporation Ltd. (CGRDC) (herein after called "the Authority"), a company incorporated under the provisions of Companies Act, 2013 and having its Head office at 3rd Floor, Sirpur Bhawan Campus, Behind Akashwani, Civil Lines, Raipur (C.G.) 492001, is engaged in the Construction, Up-gradation, Widening, Rehabilitation and Maintenance of State Highways, Major District Roads and other roads of Chhattisgarh. CGRDC intends to engage a consultant for Architectural, Design and Construction Management Services for Construction Work Of Office of Chhattisgarh Road Development Corporation Ltd., Raipur (C.G.) (herein after called "the Project").

1.1.2 The project basically comprises construction work of Office of Chhattisgarh Road Development Corporation Ltd, (CGRDC) Raipur situated at 3rd Floor, Sirpur Bhawan Campus, Behind Akashwani, Civil Lines, Raipur (C.G.). Construction works include Interior Designing, Office Furniture, Heating, Ventilation and Air Conditioning (HVAC), Electrification, Water Supply & Sanitary Fittings and any other work required for successful completion of project.

1.1.3 CGRDC invites proposals to engage Consultants of repute for above work with proven experience for Architectural, Design and Construction Management Consultancy. The Consultancy assignment is broadly divided into the following two major phases. The Consultant shall function as :

(A) **Architectural & Design Consultant** to obtain approval from competent authorities for any permission related to the work, preparation of detailed layout plan of complete scheme, design and prepare conceptual/working drawings for Architectural, Structural & other allied services, preparation of Detailed Cost Estimate, Bill of Quantities (BOQ), Bid Documents and Technical Specifications for all works.

(B) **Construction Management Consultant** as the 'Engineer' which involves Construction Management in terms of Detailed Planning, Monitoring, Coordination with other department/agencies, Supervision of Work, Contract Management, Quality Assurance, Timely Engineering decision and approval thereof from Authority, Recording of Measurement/Bills, Assisting in arbitration & litigation cases and all other necessary steps/decision required for timely completion of Project.

More details on the Services are provided in the attached Terms of Reference.

1.2 CONSULTANT'S PROPOSAL SUBMISSION

1.2.1 The Applicants are advised to understand fully the specific requirements of the Architectural, Design and Construction Management Services for the

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

1.2.2 The Applicants submission should be focused to the project requirements as per the TOR details. The methodology to be submitted should address to the project site requirements. All specific issues for which references have been made in the various Para of this RFP should be addressed effectively.

1.2.3 The Applicants will be selected under **"Least Cost to CGRDC Basis"** and procedure described in this RFP.

1.3 SALE OF RFP DOCUMENT

1.3.1 The interested consultancy firms may obtain the RFP from CGRDC office from address given below w.e.f. 02/04/2016 till 02/05/2016 on all working days in between 1100 hrs and 1700 hrs. IST, by payment in form of non-refundable Demand Draft (mandatory of all types of applicants) of any Nationalized/Scheduled bank amounting to INR 5,000/- (INR Five Thousand only) (mandatory for all types of applicants) drawn in favor of **"Managing Director, Chhattisgarh Road Development Corporation Ltd., Raipur"** payable at Raipur.

1.3.2 The RFP document is also available on CGRDC's website. The Consultant who downloads the RFP document from the website will be required to submit the non-refundable fee of INR 5,000/- (INR Five Thousand Only) in the form of Demand Draft as mentioned in clause 1.3.1 along with the bid proposal.

1.4 VALIDITY OF THE PROPOSAL

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

1.5 BRIEF DESCRIPTION OF THE SELECTION PROCESS

The Authority has adopted a two stage selection process (collectively the "Selection Process") in evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in RFP. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in RFP. In the second stage, the financial proposals of such qualified firms as selected above shall be opened and evaluated. The final selection of the firms shall be done on the basics of **"Least Cost to CGRDC".** The first ranked Applicant shall be selected (the "Selected Applicant") while the second ranked Applicant will be kept in reserve.

1.6 CURRENCY AND PAYMENT

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

1.7 SCHEDULE OF SELECTION PROCESS

The Authority would endeavour to adhere to the following schedule:

S. No	Event Description	Date
1.	Last date for purchase of RFP	02/05/2016
2.	Last date for receiving queries/clarifications	20/04/2016
3.	Pre-Proposal Conference	20/04/2016 (15:30 hrs)
4.	Authority response to queries	25/04/2016
5.	Proposal Due Date or PDD	03/05/2016 (15:00 hrs)
6.	Opening of Technical Proposal	03/05/2016 (16:30 hrs)
7.	Shortlisting of Applicants	To be intimated later.
8.	Opening of Financial Proposal	To be intimated later
9.	Validity of Applications	120 days after Proposal Due Date

1.8 PRE-PROPOSAL VISIT TO THE SITE AND INSPECTION

Prospective applicants may visit Authority and understand existing office at any time prior to PDD. For this purpose, they will provide at least two day's notice to the nodal officer specified below:

Mr. G. S. Solanki,
General Manager, CGRDC.
Phone No.: 0771-4263242, Fax No.: 0771- 4033242
Mobile No.: 9425207316
Email: gm@cgrdc.in, info@cgrdc.in, info.cgrdc@gmail.com

1.9 PRE-PROPOSAL CONFERENCE

The date, time and venue of Pre-Proposal Conference shall be:

Date : 20/04/2016
Time : 15:30 Hrs.
Venue: Conference Hall, Head Office
Chhattisgarh Road Development Corporation Ltd.,
3rd Floor, Sirpur Bhawan Campus,
Behind Akashwani, Civil Lines, Raipur (C.G.) 492001

1.10 COMMUNICATIONS

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

Managing Director,
Chhattisgarh Road Development Corporation Ltd.,
3rd Floor, Sirpur Bhawan Campus, Behind Akashwani,
Civil Lines, Raipur (C.G.) 492001

Email ID : info@cgrdc.in, info.cgrdc@gmail.com
Ph- 0771 – 4043395, Fax 0771-4033242

1.10.2 The Official Website of the Authority is: http://www.cgrdc.in

1.10.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:
RFP No. 19/16-17/CGRDC/2016, Raipur, Dt. 02/04/2016.

Managing Director
CGRDC, Raipur

SECTION - 2

INSTRUCTIONS TO APPLICANTS

SECTION 2
INSTRUCTIONS TO APPLICANTS

2.1 GENERAL

2.1.1 Definitions

(a) "Authority" means the person who invited this Request for Proposal and whose name is mentioned in the Data Sheet.

(b) "Consultant" means any entity or person that may provide or provides the Services to the Authority under this Contract.

(c) "Contract" means the Contract signed by the Parties and all the attached documents listed in this RFP.

(d) "Contractor" means the agency selected by the Authority for executing the works as assigned.

(e) "Day" means calendar day.

(f) "Government" means the Government of Chhattisgarh.

(g) "Instructions to Applicants" (Section 2 of the RFP) means such part of the RFP document which provides Consultant with all information needed to prepare their Proposals.

(h) "LOI" (Section 1 of the RFP) means the Letter of Invitation.

(i) "Personnel" means professionals and support staff provided by the Consultant and assigned to perform the Services or any part thereof;

(j) "Proposal" means the Technical Proposal and the Financial Proposal.

(k) "RFP" means the Request For Proposal prepared by the Authority for the selection of Consultant.

(l) "Services" means the work to be performed by the Consultant pursuant to the Contract.

(m) "Terms of Reference" (TOR) means the document included in the RFP as Section 8 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Authority and the Consultant and expected results and deliverables of the assignment.

2.1.2 The Authority named in the "RFP" will select a firm among those invited as per the Letter of Invitation in accordance with the method of selection indicated in the "RFP".

2.1.3 The Consultants are invited to submit Technical Proposals and Financial Proposals for Architectural, Design & Construction Management Services required for the Assignment named in the RFP. The last date of sale of document is specified in the RFP. The Proposal will be the basis for contract negotiations and ultimately signing of a contract with the selected firm.

2.1.4 The Consultant should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first hand information on the Assignment and on the local conditions, Consultant are encouraged to pay a visit to the Authority's/Authority's office and project site

before submitting a Proposal, and to attend a pre-proposal conference as specified in the LOI. Attending the pre-proposal conference is optional.

2.1.5 Consultant shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Authority is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

2.1.6 The Authority requires that Consultant must provide professional, objective, and impartial advice and at all times hold the Authority's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

2.1.7 A Consultant (including its Personnel) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Authority. For example, a Consultant hired to prepare Architectural / Interior Design/Construction Management of any building shall not be engaged in civil construction work for the same project.

2.1.8 A Consultant (including its Personnel) that has a business or family relationship with a member of the Authority's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.

2.1.9 Consultant have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Authority, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

2.1.10 It is the Authority's policy that the Consultant observes the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Authority:

(a) defines, for the purpose of this paragraph, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

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

(iii)"collusive practices" means a scheme or arrangement between two or more Consultant with or without the knowledge of the Authority, designed to establish prices at artificial, noncompetitive levels;

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

(b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a domestic financed contract; and

(d) will have the right to require that, in contract, a provision be included requiring Consultant to permit the Authority to inspect their accounts and records relating to the performance of the contract and to have them audited by authorized representatives of Authority.

2.1.11 The Consultant shall be aware of the provisions on fraud and corruption

2.1.12 The LOI indicates how long Consultant's Proposals must remain valid after the submission date. During this period, Consultant shall maintain the availability of Professional staff nominated in the Proposal. The Authority will make its best effort to complete negotiations within this period. Should the need arise, however, the Authority may request Consultant to extend the validity period of their proposals. Consultant who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultant could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultant who do not agree have the right to refuse to extend the validity of their Proposals.

2.2 CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENTS

2.2.1 Applicant may request a clarification of any part of the RFP documents up to or before the Pre Proposal Conference date to the Authority's address indicated in the LOI.

2.2.2 The envelopes shall clearly bear the following identification:
"Queries/Request for Additional Information concerning RFP for Consultancy Services for Architectural, Design and Construction Management for Construction of Office of CGRDC, Raipur (C.G.)"

2.2.3 The Authority shall endeavour to respond to the queries within the period specified therein. The Authority will post the reply to all such queries on the Official Website.

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

2.2.5 At any time before the submission of Proposals, the Authority may for any reason, whether at its own initiative or in response to a clarification requested by a Consulting firm, modify the RFP documents by amendment. Any amendment shall be issued in writing and will be hosted on CGRDC's website which will be binding on them. The Authority may at its discretion extend the deadline for the submission of Proposals.

2.3 PREPARATION OF PROPOSAL

2.3.1 The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English Language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.3.2 **Bid Security Deposit:**

2.3.2.1 The Applicant shall furnish as part of its proposal a Bid Security of **INR 20,000.00** (**INR Twenty Thousand** only) in the form of Fixed Deposit Receipt (FDR)/ Term Deposit Receipt (TDR) (Mandatory for all types of applicants) issued by any Nationalized/Scheduled Bank in India in favor of the Managing Director, Chhattisgarh Road Development Corporation Ltd., payable at Raipur, C.G. It will be valid for a period of 120 days from the last date of the submission of proposal. The bid Security is returnable not later than 60 days from the opening of the financial proposals, except in case of two highest ranked applicants. Bid Security of the selected applicants and the second ranked applicant shall be returned, upon the selected applicant signing the agreement.

2.3.2.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non responsive.

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

2.3.2.4 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 during negotiations as required vide Clause 2.6;

(e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.9 and 2.10 respectively; or

(f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.14.

2.3.3 Technical Proposal

2.3.3.1 In preparing the Technical Proposal, Applicants are expected to examine the documents contained in this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

2.3.3.2 While preparing the Technical Proposal, Applicant must give particular attention to the following:

(i) Joint Venture is not allowed.

(ii) For assignments on a staff time basis, the estimated number of professional staff is given in the TOR.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.

(iv) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) must be submitted for each position.

(v) Proposed professional staff must have a minimum experience as indicated in the TOR, preferably working under conditions similar to those prevailing in the country of the assignment

(vi) Documents to be submitted by the Applicant as part of this assignment must be in English as specified in the RFP.

2.3.3.3 The Technical Proposal should provide the following information using the attached Standard Forms.

(i) A brief description of the Applicants organization and an outline of experience in last 5 financial years (preceding PDD) of the Consultant. For each assignment, the outline should indicate duration of the assignment, contract amount, and Consultant's fee, completion date etc. Information should be provided only for those assignments for which the Consultant was legally contracted by the Authority. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultant must substantiate his experience by submitting the requisite experience certificate from the Authority.. Experience certificate issued by the Principal Authority shall only be accepted.

(ii) Financial details/Turnover through Consultancy business, etc, as required through format annexed in this regard.

(iii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Authority.

(iv) A description of the methodology and work plan for performing the assignment.

(v) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing.

(vi) ***CVs shall be originally signed in blue ink on each page by both the proposed professional staff and the authorized representative submitting the proposal along with the proof of age and qualification.*** Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments. ***Photocopy or unsigned CV shall not be evaluated***. If no CV is submitted for any position, then evaluation shall be done as zero for that position.

(vii) Any additional information requested in the RFP.

2.3.3.4 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

2.3.4 Financial Proposal

2.3.4.1 In preparing the Financial Proposal, Consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms mentioned in the RFP. It includes all costs associated with the Assignment, including remuneration for staff and other incidental expenses, it is a major component of the assignment. ***The rates to be quoted shall be inclusive of all taxes, duties, cess, etc., but excluding service tax.*** The rates are to be filled in Indian National Rupees only.

2.3.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes (including social security), duties, fees, levies and other charges imposed under the applicable law, on the Consultant and their personnel (other than nationals or permanent residents of the government's country); unless the RFP specifies otherwise.

2.4 SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

2.4.1 The original proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. ***Any such corrections must be initialed by the person or persons who sign(s) the Proposals***.

2.4.2 An authorized representative of the firm shall initial all pages of the Proposal. The representative's authorization in ***original/notarized*** is confirmed by a written power of attorney accompanying the Proposal.

2.4.3 For each Proposal, the Consultant should prepare one copy in addition to the original indicated in the RFP. Each Technical Proposal and Financial Proposal should be marked "Original". If there are any discrepancies between the original and the copy of the Proposal, the original governs.

2.4.4 The packaging of proposals shall be done as follows:-

Envelope 1 – Bid Security deposit along with cost of RFP as per clause 1.3.2. The envelope shall be properly sealed & clearly marked as **"BID SECURITY".**

Envelope 2 –Technical Proposal. The envelope shall be properly sealed & clearly marked as **"TECHNICAL PROPOSAL".**

Envelope 3 – Financial Proposal. The envelope shall be properly sealed & clearly marked as **"FINANCIAL PROPOSAL"** and with a warning **"DO NOT OPEN WITH TECHNICAL PROPOSAL"**.

All the above mentioned three envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE AUTHORISED PERSON.**

The Authority shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. ***If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive***. The completed Technical and Financial Proposal must be delivered at the submission address on or before the time and date stated in the LOI. Any Proposal received after the PDD shall be returned unopened.

2.4.5 After the dead line for submission of proposals the above outer envelope shall be opened and the envelope containing the Bid Security shall be opened first and if found in order the Technical Proposal shall be opened by the evaluation

committee. The date and time of opening the Technical Proposal is specified in the LOI. The Financial Proposal shall remain sealed and kept in deposit till the technical proposals are evaluated and then the financial offers of the technically qualified firms shall be publicly opened.

2.5 PROPOSAL EVALUATION

2.5.1 To assist in the examination, evaluation, and comparison of the Technical and Financial Proposals, the Authority may, at its discretion, ask any Applicant for a clarification of its Proposal. Any clarification submitted by a Consultant that is not in response to the request by the Authority shall not be considered. The Authority's request for clarification and the response shall be in writing. No change in the substance of the Technical Proposal or Financial Proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Authority in the evaluation. Any effort by the firm to influence the Authority in the Authority's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Consultant's proposal.

2.5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is completed and finalized.

2.5.3 Evaluation of Technical Proposals

2.5.3.1 The evaluation committee appointed by the Authority will evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, and point system specified in the RFP. Each responsive proposal will be given a Technical Score. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum Technical Score indicated in the RFP.

2.5.3.2 The Applicant will have to secure minimum score in technical evaluation in order to qualify on technical grounds. The financial proposal of only of those agencies shall be opened, who are declared qualified on technical grounds. The date and time of opening of the financial proposal shall be informed separately to the Bidders.

2.5.4 Public Opening and Evaluation of financial Proposals; Ranking

2.5.4.1 After the Technical Evaluation is completed, the Authority may notify those Consultant who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date should allow Consultant sufficient time to make arrangements for attending the opening. The notification may be sent by registered letter, facsimile, or electronic mail. The financial proposals of those Consultants, whose technical proposals were considered non-responsive to the RFP and Terms of Reference, will be returned unopened after completing the selection process.

2.5.4.2 The Financial Proposals shall be opened in the presence of the Applicants representatives who choose to attend. The name of the Applicant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened.

2.5.4.3 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under RFP, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Item-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law;

2.5.4.4 The Evaluation Committee will determine whether the submitted Financial Proposals are complete i.e. whether applicants have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the Consultant shall, however, be required to carry out such obligations without any additional compensation. In case under such circumstances, if CGRDC feels that the work cannot be carried out within the overall cost as per the submitted financial proposal, such proposals shall be considered non responsive.

2.5.4.5 The rank of the Proposal shall be determined on the basis of "**Least Cost to CGRDC."**

2.6 NEGOTIATIONS

2.6.1 Prior to the expiration period of validity of proposal, the CGRDC shall notify the successful firm who submitted the least cost proposal in writing by Speed Post/Registered letter or facsimile/email and may either issue LOA if negotiations are not required or may invite it to negotiate the contract.

2.6.2 Negotiations normally take one to two days. The aim is to reach agreement on all points, and initial a draft contract by the conclusion of negotiations.

2.6.3 Negotiations shall commence with a discussion of applicant's technical proposal, the proposed methodology (work plan), staffing. Agreement must then be reached on the staffing and bar charts, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting. Special attention shall be paid to optimize the required outputs from the firm within the available budget and to define clearly the inputs required from the CGRDC to ensure satisfactory implementation of the assignment.

2.6.4 Having selected a firm, among other things, on the basis of an evaluation of proposed key professional staff, the CGRDC expects to negotiate, a contract on the basis of the staff named in the proposal and, prior to

contract negotiations, will require assurance that this staff shall be actually available.

2.6.5 Replacement of key personnel shall be considered only in unavoidable circumstances. In no case more than two replacements of key personnel shall be permitted during negotiation and in such cases Consultant and such key personnel shall have to submit affidavit to the effect that during the period of assignment, the replaced key personnel shall not be professionally employed anywhere in CGRDC/Govt. of C.G. works. CGRDC shall not further consider CV of such key personnel directly or indirectly for any of its projects for this period. The provisions of the clause 2.22.2 shall be applicable in case of reduction in remuneration of the substituted key personnel during negotiation.

In case during interaction with the key personnel at the time of negotiation it is found that the key personnel proposed is un-suitable for the assignment position, his replacement by equivalent or better shall be provided by the consultant. The key personnel with such un- suitable CV shall not be considered in any future bids for that position for two years.

2.6.6 Each key personnel of the preferred consultant shall be called for interview at the time of negotiation at the cost of the Consultant. At the time of interview, the key personnel shall produce the originals of the certificates (Proof of age, Qualifications and experience from their respective employers) in support of their CVs for verification and return. The negotiations shall be concluded with a review of the draft form of Contract. The CGRDC and the firm will finalize the contract to conclude negotiations.

2.7 AWARD OF CONTRACT

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

2.8 PERFORMANCE SECURITY

The successful consulting firm shall have to submit a Bank Guarantee (BG) for the Performance Security in the form as specified in **Annexure-7, Section-11** below:

(i) 5.00% (Five percent) of the Contract value within 15 days of issuing of LOA, valid upto 2 months after the date of completion of the Project.

2.9 EXECUTION OF AGREEMENT

The Selected Applicant shall execute the Agreement within 15 (fifteen) days of issue of LOA. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.10 COMMENCEMENT OF ASSIGNMENT

The Consultant shall commence the Services at the Project site within 7 (seven) days of the date of signing of the Agreement. If the Consultant fails to either sign the Agreement as specified in **Clause 2.9** or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiation,. In such an event, the Bid Security of the First ranked Applicant shall be forfeited and appropriated in accordance with the provision of **Clause 2.3.2.4.**

2.11 CONFIDENTIALITY

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Consultant who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

2.12 KEY PERSONNEL

The Consultancy Team shall consist of the following key personnel (the "Key Personnel") who shall discharge their respective responsibilities as mentioned in the TOR.

Sr. No.	Key Personnel	Design Stage		Construction Stage	
		No.	Man Months	No.	Man Months
1	Team Leader cum Chief Architect	1	3	1	6
2	Interior Designer cum Assistant Architect	1	3	1	6
3	HVAC Design Expert	1	1	1	3
4	Quantity Surveyor	1	3	1	6
5	Engineer (Civil)	-	-	1	6
6	Engineer (Electrical)	-	-	1	3
	Total	**4**	-	**6**	-

2.13 CONDITIONS OF ELIGIBILITY OF APPLICANTS

2.13.1 Applicants must read carefully the minimum conditions of eligibility (the "Conditions of eligibility") provided therein. Proposals of only those applicants who satisfy the conditions of eligibility will be considered for evaluation.

2.13.2 **To be eligible for evaluation of its proposal, the applicant shall fulfill the following**:

(A) **Technical Capacity**

a) Firm/Consultant must be registered in Council of Architecture.

b) Consultant must have, over the past 5 (Five) years preceding the PDD, undertaken at least one project of Architectural, Design including interior designing and Construction Management Consultancy of any Govt. Building / Private Building having carpet area more than 500.00 sqm or INR 2.00 Crore estimated cost.

c) Firms must have minimum five years Experience of same type & nature of work. Same type of work shall be the Successful completion of Design, Architectural and Project Management Consultancy for an office building projects/other commercial projects which inter-alia include the works of Civil, Mechanical, Electrical, Interior, Exterior, Air conditioning, Fire fighting, Lifts, Communication system, IBMS work, Horticulture and all other appurtenant jobs required for smooth functioning of the building..

d) The experience certificate issued by the Principal Authority will only be considered.

(B) **Financial Capacity**: The Applicant must have an average annual turnover of **INR 30.00** lakhs (**INR Thirty lakhs** only) for consultancy works in last five financial years preceding the PDD (FY 2014-15, 2013-14, 2012-13, 2011-2012 and 2010-2011). Certified copy of audit report should be furnished in support of the details.

Following enhancement factor would be used for the cost of services provided and for the turnover of the consultancy business to a common base value for works completed in India:

Year of completion of services / turnover	**Enhancement factor**
Financial year in which RFP invited	1.00
One year prior to RFP	1.10
Two year prior to RFP	1.21
Three year prior to RFP	1.33
four year prior to RFP	1.46
five year prior to RFP	1.61

Applicant should indicate actual figures of costs and amount for the works executed by them without accounting the above mentioned factors.

(C) Availability of Key Personnel: The Applicant shall offer and make available all key personnel meeting the requirements as specified in TOR below:

(D) Conditions of Eligibility of Key Personnel : Each of the Key Personnel must fulfill the condition of eligibility as specified in the TOR.

2.13.3 The Applicant shall enclose with its proposal, certificate(s) from its Statutory Auditors stating its Turnover during the last five years for the consultancy works.

2.13.4 The Applicant should submit a Power of Attorney as per the format of **RFP.**

2.13.5 Any entity which has been barred by the Central / State Government in India or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal.

2.13.6 An Applicant should have, during the last five 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.

2.13.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuous 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.

2.13.8 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 Applicant has already been issued LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.14. CONFLICT OF INTEREST

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

2.14.2 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.

2.14.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Section-12. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

(a) the Applicant and any other Applicant have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant in the other Applicant, is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.14.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

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

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

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

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

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

(g) a firm which has been engaged by the Authority to provide goods or works or services for a project, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.14.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project will be disqualified from subsequently providing goods or works or services related to the same project; or

(h) the Applicant for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant in the 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.

2.14.4 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/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory 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.

2.15 NUMBER OF PROPOSALS

An Applicant is **eligible to submit only one proposal** for the Consultancy. An Applicant shall not be entitled to submit other application.

2.16 COST OF PROPOSAL

The Applicant shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.17 SITE VISIT AND VERIFICATION OF INFORMATION

Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, applicable laws and regulations or any other matter considered relevant by them.

2.18 ACKNOWLEDGEMENT BY APPLICANT

2.18.1 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 available with the Authority;
(c) Acknowledgement and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in **RFP** above;
(d) Satisfied itself about all matters, things and information, including matters referred to in **RFP** herein above, necessary and required for submitting and informed Application and performance of all of its obligations there under;
(e) Acknowledged that it does not have a Conflict of Interest; and
(f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

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

2.19 RIGHT TO REJECT ANY OR ALL PROPOSALS

2.19.1 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 obligations for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.19.2 The Authority reserves the right to reject any Proposal if:

(a) at any time, a material misrepresentation is made or uncovered, 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. Such misrepresentation/improper response may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. 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.

2.20. FORMAT AND SIGNING OF PROPOSAL

2.20.1 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.

2.20.2 The Applicant shall prepare and submit only one original set of the Documents.

2.20.3 The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. All the alternations, 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 as detailed below:

i. by the proprietor, in case of proprietary firm;
ii. by the partner holding the Power of Attorney, in case of a partnership firm;
iii. by a duly authorized person holding the Power of Attorney (the "Authorized Representative"), in case of a Limited Company or a corporation; or
iv. by the Authorized Representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant or a notary public on the specified form shall accompany the Proposal.

2.20.4 Applicants should note the Proposal Due Date, as specified in **Clause 1.7**, for submission of Proposals. Applicants are reminded that no supplementary material will be entertained by the Authority and that evaluation will be carried out only on the basis of documents received by the closing time of Proposal Due Date as specified in **Clause 2.5.** 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.

2.21 PROPOSAL DUE DATE

2.21.1 Proposal should be submitted up to 15.00 hrs IST on the Proposal Due Date as specified in **Clause 1.7** at the address provided in **Clause 1.10** in the manner and form as detailed in this RFP.

2.21.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Amendment in accordance with **Clause 2.2** uniformly for all Applicants.

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

2.22 SUBSTITUTION OF KEY PERSONNEL

2.22.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel during negotiations as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution, will, however be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.22.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except under exceptional circumstances. Such

substitution shall be limited to one for each key position by personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum as specified below shall be deducted from the payments due to the Consultant:

Key Personnel	Deduction for First Substitution of Key Personnel (In INR)
Team Leader cum Chief Architect	100,000
Interior Designer cum Assistant Architect	50000
HVAC Design Expert	50000
Quantity Surveyor	25000
Engineer (Civil)	25000
Engineer (Electrical)	25000

2.22.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

2.23 INDEMNITY

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for any direct loss or damage that is caused due to any deficiency in services.

2.24. PERIOD OF ASSIGNMENT

2.24.1 The Consultant shall complete the assignments as below:

1. Architectural and Design Consultancy including Bid Process Management – 3 Months
2. Construction Management Consultancy – 6 Months from date of commencement of civil construction work.

2.24.2 The date of commencement of services for Construction Management Consultancy may be extended, depending upon appointment of the Civil Contractor. The Construction Management Consultancy activities may also be extended beyond 06 months from its commencement date and in such condition the consultant will be entitled of getting increased remuneration as per the provisions of clause 2.24.3 which would be recoverable from the Civil Contractor, provided the delay is not due to the fault of the Consultant. But in all the cases, the consultant will be bound to continue its services till completion of the construction works.

2.24.3 Beginning 12th month of the Construction Management Consultancy provided, billing rates shall be increased@ 5% every 06 months for remuneration part only, as specified in form 3 (II) & 4 (II) of Section 10 – Financial Proposal. This amount would be recoverable from the Civil Contractor provided that the delay is not due to the fault of the Consultant.

2.25 PROPRIETARY DATA

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, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

SECTION - 3

CRITERIA FOR EVALUATION

SECTION 3
CRITERIA FOR EVALUATION

3.1 EVALUATION OF TECHNICAL PROPOSALS

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposal score is 75 points or more out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score.

3.1.2 Each Key Personnel must score a minimum of 75% marks except as provided herein. A Proposal shall be rejected if the Team leader scores less than 75% or any two of the remaining Key Personnel score less than 75%. In case the Selected Applicant has one Key Personnel, other than Team leader, who scores less than 75%, he would have to be replaced during negotiations as mentioned in **Section 2, clause 2.24.1** of RFP, with a better candidate who, in the opinion of the Authority, would score 75% or above.

3.1.3 The points assigned to Technical Evaluation criteria are:

S. No.	Description	Marks
A1	Relevant experience for the assignment	20
A2	Average Annual turn Over for the last five years	05
A3	The quality of methodology and work plan proposed	05
A4	Qualifications and competence of the key staff for the assignment	70
	Total	**100**

A1. Total marks assigned for Firm's relevant Experience in last 5 years: 20 marks

Description	Marks	Remarks
Experience in executing one eligible assignments as per 3.1.4 (b)	12 marks (60% of Total marks assigned)	Equal to minimum eligibility criteria
Experience in executing 3 or more than 3 eligible assignments as per 3.1.4 (b)	20 marks (100% of Total marks assigned)	3 times of the minimum eligibility criteria

A2. Total marks assigned for Average Annual Turnover (last 5 years) from consultancy business: 05 marks

Description	Turn Over (INR in lakhs)	Marks
Average Annual Turnover (last 5 years) from consultancy business	30.00	3 marks (60% of Total marks assigned)
Average Annual Turnover (last 5 years) from consultancy business	90.00	5 marks (100% of Total marks assigned)

Note: The assigning of marks for the proposals under sub criteria A1 and A2 for firm's relevant experience and average annual turnover, respectively between maximum marks and the 60% marks would be prorated.

A3 SUB CRITERIA 'A3' FOR ADEQUACY OF THE PROPOSED WORK PLAN AND METHODOLOGY IN RESPONSE TO THE TOR - 05 MARKS

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

A4 . QUALIFICATIONS AND COMPETENCE OF THE KEY STAFF FOR THE ASSIGNMENT - 70 MARKS

S. No	Key personnel and Points for Technical Consultancy for DPR preparation	No.	Marks assigned
1.	Team Leader cum Chief Architect	1	20
2.	Interior Designer / Assistant Architect	1	15
3.	HVAC Design Expert	1	10
4.	Quantity Surveyor	1	10
5.	Engineer (Civil)	1	10
6.	Engineer (Electrical)	1	5
Total		**6**	**70**

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

S. No.	Description	Break up of Points (in %)	Max Points (in %)
1	General Qualification		**25**
	(i) Essential Educational Qualification	20	
	(ii) Desirable Educational Qualification	5	
2	Relevant Experience and Adequacy for the Project		**60**
	(i) Total Professional experience	15 (max)	
	(ii) Experience in Eligible Assignments	20 (max)	
	(iii) Experience in Similar Capacity	25 (max)	
3	Employment with the Firm		**5**
	Less than 1 year	0	
	1 year to 2 years	3	
	> 2 years	5	
3	Power Presentation before the Authority (Only by team leader)		**10**
	Total		**100**

Remarks :

(a) The technical proposal and every key personnel should score at least 75 points to be considered responsive for financial evaluation.

(b) Based on experience and the Consulting Industry's Capacity, Project specific requirement etc., CGRDC may modify the above criteria for Selection of consultant.

3.1.4 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluation of the Proposals under this RFP, consultancy assignments in respect of Architectural and Design Consultancy including Construction Management Consultancy, for the following projects shall be deemed as eligible assignments (the "Eligible Assignments")

a) Firm/Consultant must be Registered in Council of Architecture.

b) Consultant must have, over the past 5 (Five) years preceding the PDD, undertaken at least one project of Architectural, Design including interior designing and Construction Management Consultancy of any Govt. Building/Private Building having carpet area more than 500.00 sqm or INR 2.00 Crore Estimated Cost.

c) Firms must have minimum five years Experience of same type & nature of work. Same type of work shall be the Successful completion of Design, Architectural and Project Management Consultancy for an office building projects/other commercial

projects which inter-alia include the works of Civil, Mechanical, Electrical, Interior, Exterior, Air conditioning, Fire fighting, Lifts, Communication system, IBMS work, Horticulture and all other appurtenant jobs required for smooth functioning of the building.

d) The experience certificate issued by the Principal Authority will only be considered.

e) The Applicant must have an average annual turnover of INR 30.00 lakhs (Thirty lakhs only) for consultancy works in last five financial years preceding the PDD (FY 2014-15, 2013-14, 2012-13, 2011-2012 and 2010-2011). Certified copy of audit report should be furnished in support of the details.

3.2 SHORT-LISTING OF APPLICANTS

Of the Applicants ranked as aforesaid, all the technical eligible applicants shall be pre- qualified and short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than two, the Authority may, in its sole discretion, pre-qualify the Applicants(s) whose technical score is less than 75 points; provided that in such an event, the total number of pre-qualified and short-listed Applicant shall not exceed two.

3.3 EVALUATION OF FINANCIAL PROPOSAL

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

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

SECTION - 4

FRAUD AND CORRUPT PRACTICES

SECTION - 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 CGRDC 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 CGRDC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the CGRDC for, inter alia, time, cost and effort of the CGRDC, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

4.2 Without prejudice to the rights of the CGRDC under Clause 4.1 hereinabove and the rights and remedies which the CGRDC may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the CGRDC 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 CGRDC during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the CGRDC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

(a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the CGRDC who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the CGRDC, 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 CGRDC 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 CGRDC 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.

SECTION - 5

PRE CONTRACT INTEGRITY PACT

SECTION - 5
PRE CONTRACT INTEGRITY PACT

5.1 GENERAL

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

WHEREAS the AUTHORITY proposes to procure Consultancy Services as mentioned in the TOR and the CONSULTANT is willing to offer/has offered the services and

WHEREAS the CONSULTANT is a private company/public company/Government undertaking/partnership /registered export agency, constituted in accordance with the relevant law in the matter and the AUTHORITY is Chhattisgarh Road Development Corporation Ltd.

NOW, THEREFORE,

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

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

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

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

5.2 COMMITMENTS OF THE AUTHORITY

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

advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

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

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

5.3 COMMITMENTS OF THE CONSULTANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

5.4 PREVIOUS TRANSGRESSION

5.4.1 The CONSULTANT declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify CONSULTANT's exclusion from the tender process.

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

5.5 BID SECURITY

5.5.1 While submitting commercial bid, the CONSULTANT shall deposit an amount of INR 20,000 /-(INR Twenty Thousand Only) as Bid Security with the AUTHORITY.

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

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

5.5.4 Within 7 (seven) days of the receipt of notification of award from the Authority (CGRDC), the successful CONSULTANT shall furnish the performance security equal to 5% of the value of contract in shape of Bank Guarantee from any Nationalized/Scheduled bank in the proforma prescribed at **Section 11, Annexure-7** of draft Contract Agreement.

5.5.5 Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations.

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

5.6 SANCTIONS FOR VIOLATIONS

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

(i) To immediately call off the pre contract negotiations without assigning

any reason or giving any compensation to the CONSULTANT. However, the proceedings with the other CONSULTANT(s) would continue.

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

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

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

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

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

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

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

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

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

5.6.2 The AUTHORITY will be entitled to take all or any of the actions mentioned at para 5.6.1 (i) to (x) of this Pact also on the Commission by the CONSULTANT or any one employed by it or acting on its behalf

(whether with or without the knowledge of the CONSULTANT), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.6.3 The decision of the AUTHORITY to the effect that a breach of the provisions of this Pact has been committed by the CONSULTANT shall be final and conclusive on the CONSULTANT. However, the CONSULTANT can approach the Independent Monitor(s) appointed for the purposes of this Pact.

5.7. FALL CLAUSE

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

5.8. INDEPENDENT MONITORS

5.8.1 The AUTHORITY may appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

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

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

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

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

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

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

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

5.9 FACILITATION OF INVESTIGATION

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

5.10 LAW AND PLACE OF JURISDICTION

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

5.11 OTHER LEGAL ACTIONS

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

5.12 VALIDITY

5.12.1 The validity of this Integrity Pact shall be from date of its signing and extend till complete execution of the contract to the satisfaction of both the AUTHORITY and the CONSULTANT. In case CONSULTANT is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

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

For and on behalf of the CONSULTANT

(Name & Signature of the Authorized Signatory)

_____

Date:

SECTION - 6

PRE-PROPOSAL MEETING

SECTION - 6
PRE-PROPOSAL MEETING

6.1 Pre-Proposal Meeting of the Applicants shall be convened at the Conference Hall of office of Managing Director, CGRDC, 3rd Floor, Sirpur Bhawan Campus, Behind Akashwani, Civil lines, Raipur (CG) on **20/04/2016 at 15:30 hrs**. Only Applicant and/or one of their representatives shall be allowed to participate on production of an authority letter from the Applicant.

6.2 During the course of Pre-Proposal Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the CGRDC. The CGRDC shall endeavor 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.

SECTION - 7

MISCELLANEOUS

SECTION - 7
MISCELLANEOUS

7.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the competent jurisdiction of Court in Raipur (CG). in which the CGRDC has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

7.2 The CGRDC, 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 CGRDC by, on behalf of and/or in relation to any Applicant; and/or

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

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

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

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

SECTION -8

TERMS OF REFERENCE (TOR)

SECTION -8
TERMS OF REFERENCE (TOR)

8.1 GENERAL

8.1.1 The Chhattisgarh Road Development Corporation Ltd. (CGRDC) (herein after called "the Authority"), a company incorporated under the provisions of Companies Act, 2013 and having its Head office at 3rd Floor, Sirpur Bhawan Campus, Behind Akashwani, Civil Lines, Raipur (C.G.) 492001, is engaged in the Construction, Up-gradation, Widening, Rehabilitation and Maintenance of State Highways, Major District Roads and other roads of Chhattisgarh. CGRDC intends to engage a consultant for Architectural, Design and Construction Management Services for Construction Work Of office of Chhattisgarh Road Development Corporation Ltd., Raipur (C.G.) (herein after called “the Project”).

8.1.2 The project basically comprises construction work of office of Chhattisgarh Road Development Corporation Ltd, (CGRDC) Raipur situated at 3rd Floor, Sirpur Bhawan Campus, Behind Akashwani, Civil Lines, Raipur (C.G.). Construction works include Interior Designing, Office Furniture, Heating, Ventilation and Air Conditioning (HVAC), Electrification, Water Supply & Sanitary Fittings and any other work required for successful completion of project.

8.1.3 CGRDC invites proposals to engage Consultants of repute for above work with proven experience for Architectural, Design and Construction Management Consultancy. The Consultancy assignment is broadly divided into the following two major phases. The Consultant shall function as :

(A) Architectural & Design Consultant to obtain approval from competent authorities for any permission related to the work, preparation of detailed layout plan of complete scheme, design and prepare conceptual/working drawings for Architectural, Structural & other allied services, preparation of Detailed Cost Estimate, Bill of Quantities (BOQ), Bid Documents and Technical Specifications for all works.

(B) Construction Management Consultant as the ‘Engineer’ which involves Construction Management in terms of Detailed Planning, Monitoring , Coordination with other department/agencies, Supervision of Work , Contract Management, Quality Assurance, Timely Engineering decision and approval thereof from Authority, Recording of Measurement/Bills, Assisting in arbitration & litigation cases and all other necessary steps/decision required for timely completion of Project.

8.1.4 The project basically comprises for completion of work of Office Building, where RCC work of 500.00 sqm (approx.) carpet area is completed.

8.2 SCOPE OF WORK:

The scope of consultancy services for each major areas includes, but shall not be limited to following activities broadly divided into the following two major phases. The Consultant shall function as :-

(A) Architectural & Design Consultant to obtain approval from competent authorities for any permission related to the work, preparation of detailed layout plan of complete scheme, design and prepare conceptual/working drawings for architectural, structural & other allied services, preparation of detailed cost estimate, Bill of Quantities (BOQ), bid documents and technical specifications for all works.

(B) Construction Management Consultant as the 'Engineer' which involves Project Management in terms of detailed planning, monitoring, coordination with other department/agencies, supervision of work, contract management, quality assurance, timely engineering decision and approval thereof from authority, recording of measurement/bills, assisting in arbitration & litigation cases and all other necessary steps/decision required for timely completion of project.

8.2.1 Architectural Services

1. Preparation of three alternative sketch design of the proposed work.
2. Preparation of final architectural drawing and submission of drawing.
3. Obtaining statutory approval of local/govt. authorities i.e. corporation Electricity board Fire department, Lift safety etc. Payments made to local/govt. department by consultant shall be reimbursed by CGRDC.
4. Preparation of stage-I estimate and detailed estimate, Bill of Quantities and specification and also tender document in the approved tender forms of CGRDC.
5. Assist CGRDC in pre-qualification and selection of tenderer. The consultant is required to furnish technical clarification/explanation on specific quarries of bidder during pre-bid meeting.
6. Preparing working drawings and detailing of entire work including detailing for interior design, furniture design, electrification, plumbing, sanitary, acoustic, HVAC, IBMS, CCTV, Access Control, PA System, Fire fighting, Water harvesting, Landscaping, Graphic signage and Sewage and garbage disposal systems.
7. Maintain periodical site visit and weekly/fortnightly/monthly site meeting.
8. Preparation of time schedule for completion of project.
9. Obtain completion certificate from local authorities.

8.2.2 Quality Control

1. To finalize construction related procedures such as technical specifications, construction practices and quality assurance.
2. To prepare, submit and implement a system of quality assurance of works; ensure quality of materials and sources of materials; formulate and implement sampling and testing procedure and quality control measures to ensure required standards and consistency in quality.
3. To issue orders for stoppages of part of work or removal of any unapproved / rejected work or materials and also covering work which has

not been inspected for acceptance or rejected as unacceptable from site forthwith, recording reasons for rejection etc.

4. To advise authority on progress and quality of the works being executed by the contractor on monthly basis in the form of monthly progress report, to the satisfaction of authority.
5. Inspect and approve the materials at site as per specifications before they are used in work.
6. Inspect the execution and performance of the work with regards to workmanship compliance with specifications and all other testing required for acceptance any item of work.

8.2.3 Construction Supervision

1. To supervise and monitor that the construction works are in accordance with the approved technical specifications, Environmental provisions and other stipulation of contract documents. The construction methods proposed are in compliance with the stipulations particularly, in relation to construction equipment and other resource deployment.
2. To scrutinize and certify whenever required, contractor's materials reconciliation statements prepared by contractor.
3. To supervise all site work, to approve the actions taken by the contractor and works executed by the contractor. Authority shall take suitable action on the suggestions deemed fit/all deviations, in terms of, as pointed out by the Consultant.
4. A detailed list of pending defects to be carried out by the Contractor will be handed over to Authority before withdrawal of manpower by the Consultant, in case of fore closure of the Consultant/contract agreement.
5. Whenever final measurements are to be made, the Consultants Team Leader will inform the contractor and Authority 7 days in advance, the Authority may authorized his representative who will be empowered to participate and check, if so wishes, any measurements.
6. Getting the rectification of defects (if any) in the works carried out through the respective contractor till payment of Final Bill.
7. Defect labiality period is one year after the completion of civil works.
8. During the Defect Liability Period, the Principal Consultant cum Team Leader, along with other staff of Consultant has to inspect the Building quarterly and submit the report along with the remedial measures. Consultant will ensure for rectification of the defects by the Contractor during the defect liability period and issue Defect Liability Certificate.
9. Shall be responsible for obtaining good workmanship with respect to lines, levels, plumb, finish, etc. Shall check all centerlines, dimensions, levels and plumb at all stages of work with reference to working drawings and shall ensure correct dimensions of all elements.
10. Inspection and certification of equipment at manufacturer's works for HVAC, Electrical, Communication, Fire fighting systems or any other equipment will be planned in coordination with the officer designated by the Authority who may depute his representative for the inspection.

8.2.4 Project Management

1. To approve construction schedule, method statements material sources, manpower/machinery deployment plans submitted contractor and review the same periodically as per PERT.

2. CONSULTANT shall provide manpower at site timely and only experienced persons will be provided at site.
3. Review and approve contractors proposed personal for positions nominated in contract.
4. Approve/suggest modification in contractors work programme, method statement and material sources etc.
5. To prepare manual for maintenance and operation of the facilities during and after execution of the project submitted by the contractor.
6. To prepare and issue working drawings timely at site or requisition new/supplementary drawings, which are not provided.
7. Check contractor setting out for conformance with the good for construction/working drawing.
8. To work out the savings on material and ensure that this benefit/tax concession passes on to the Authority.
9. To maintain necessary record like measurement book including taking all measurement as per PWD system.
10. Prepare variations calculated by appropriate rate analysis for non-priced works, using prevailing schedule of Rates as far as possible. The variations proposed to authority for approval shall have proper reasoning justifying its necessity along with expected financial implication on the project.
11. Identify construction delays and recommend to the contractor the remedial measure to expedite the progress under intimation to the AUTHORITY.
12. To monitor Project for compliance to the Plans and Designs as detailed in the estimates, for timely completion and within the Cost Estimates.
13. To monitor and check the day to day work/activities and certify for payment when the quality of the works is satisfactory and the quantities are correct
14. To take measurements required for the purpose of bill payments and carry out all calculation in a manner that Interim Payment Certificate is submitted to the authority on monthly basis. The IPC shall reach the authority for payment by First week of every month.
15. Consultant has to take prior approval of the Authority in case of any variation from the approved BOQ. Authority's approval should also be obtained for issuing/approving/sanction of additional cost, sums or cost and variation of rates and prices.
16. To maintain a site order book issued by Authority in duplicate at site for the issuance of time to time instructions and compliance reports which shall be the property of the Authority and shall be duly certified by the Consultant. A copy of site order book should accompany the Interim Payment Certificate (IPC) along with the copy of the test reports relevant to (IPC).
17. Maintain record such as good for construction /working /as built drawing, test data, details of variation, correspondence and diaries in format approved / specified by Authority. They should also keep measurement record including measurement books issued by the Authority.
18. Update cost estimates till completion (25%, 50%, 75% and 100%) of the project period and submit variation statements as and when required.
19. To certify and re commend extension to be given to the contractor for delay in contract for reasons not attributable to the contractor, or else. After approval from the authority, the Consultant shall issue necessary orders for time extension.
20. To issue on behalf of Authority, notes, damages, claims, claims of interest,

penalty etc. wherever applicable to the contractor for Contract Administration.

21. Any other activity as per provision of the Agreement.
22. Analyze, any claims submitted by contractor, and prepare report based on contractual documents addressing technical & financial issues, and propose recommendations. Also prepare reply on behalf of the Authority.
23. To mediate and assist in resolving disputes between the Authority and the contractor during constructions and also after completion.
24. Assisting in Arbitration and Litigation cases with contractors/suppliers including preparation of replies etc.
25. Submit all relevant details including replies and assist the Authority with respect to arbitration, litigation etc., and to mediate in resolving disputes between Authority, Consultant & Contractor.
26. Assist in replying audit queries and also suggest interpretations of technical specifications and other contract documents.
27. Shall preserve field books and measurement books supplied by the Authority in safe custody and shall return the same to Authority after completion of project or as advised by Authority.
28. Shall ensure safety of structure by taking all necessary precautions and by not allowing excessive construction loads such as dumping of excessive materials, overcrowding on floors and shall avoid such other factors which will endanger the safety of structure during construction.
29. Shall ensure that safety of personnel working at site/ inspecting the site by taking precautions and to insist on compliance of safety code such as use of helmets, etc, on work site.
30. The Consultant shall see that advance action is taken by the contractor to make suitable provisions for inserts during construction of civil works for various services like electricity, air conditioning, water supply, sewage system ventilation etc.
31. Shall ensure that work proceeds smoothly and not hampered for want of decisions/ drawings/ clarifications.
32. A detailed Contract Completion/ Final Report in 03 copies are to be submitted to the Authority. The Consultant will prepare a comprehensive final completion report of the construction contract package after completion of the work. The report shall incorporate summary of the method of construction, the construction supervision performed, as built construction drawings, problems encountered and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the authority. The Consultant shall submit the self appraisal report within the prescribed time summarizing the following details:
    a. Details of Personnel including substitution made during the assignment.
    b. Details of variation orders issued.
    c. Details of extension of time granted to the Contractor.
    d. Details of Quality Assurance System.
    e. Quality observed at site by the Consultant.
    f. Details of claims.
    g. Special preventive measures for maintenance suggested by the Consultant.

32.1 A Quality Assurance Manual in 03 copies, detailing all QA/QC procedures, to be submitted within 07 days of commencement of services.

32.2 A Maintenance Manual, detailing routine and periodic maintenance tasks that will be required to maintain the completed Project.

33. Certify completion of part or all of the work and submit it to Authority.
34. Obtain completion plans and "As Build" Drawings with all certificates of the Completion from Contractor and approve them.
35. If the Consultant desires an extension of time for the completion of the work on the grounds of Consultant having been unavoidably hindered in its execution or any other ground, Consultant shall apply in writing to the officer designated by the Authority within 7 days of the date of the hindrance on account of which Consultant desires such extensions as aforesaid and the Officer designated by the Authority shall, if in his opinion reasonable (Which shall be final) there after authorize such extension of time, if any, as may in his opinion be necessary or proper.

8.2.5 Miscellaneous

1. To approve specifications of Materials required for the Project and to conduct Market Survey and carry out Rate Analysis to arrive at Fixed Rates (Floor Price) of any specific Materials required for the Project not covered in BOQ.
2. Shall attend periodic site meetings/ meetings in Authority office and discuss site conditions bottlenecks faced likely hindrances, time overruns, cost overruns and any other important matter along with solutions proposed. Consultant will be required to submit periodic reports concerning quality standard and progress of the project and also prepare Minutes of Meeting and submit immediately.
3. Shall ensure that contractors have complied with registration under Contract Labour (Regulation and Abolition) Act and abide by laws pertaining to labour including payment as per Minimum Wages Act (Consultant should ensure a submit a certificate to CGRDC with each IPC that payment to laborers has been done in compliance with Minimum Wages Act) and any other Act or enactment relating thereto and rules framed there under from time to time. The Consultant shall ensure compliance by the contractors of all labour laws and relevant Statutory Acts including Labour License, Minimum Wages Act, etc. and also monitor the status of contractor compliance with HIV, AIDS/Child Labour, Labour Laws and equal payment to equal work provision in Civil Contract.
4. Shall ensure that contractors have taken requisite "All Risk Insurance Policies" to cover workman under Workman Compensation Act, loss/ damage caused by natural calamities/ accident/ accidental collapse of partially completed work, materials and plant at site and for third party claims for injury/ damages. Consultant shall ensure that all such policies remain in force throughout the execution of project.
5. Shall take custody of objects of value and antiquity found on site during excavation or otherwise and hand over to Authority official.
6. The Authority undertakes no responsibility in respect of any life, health, accident, travel and any other insurance for the personnel deployed by Consultant.
7. The Consultant shall be responsible for any damage or loss on account of neglect of professional duty or conduct on the part of such staff or Engineers or others. To this effect, the Consultant shall indemnify Authority.
8. The Authority shall not be liable for any injury/ death, caused to any official,

employee, representative or agent of the Consultant or their Consultants working at the site or damage to their properties for any reason whatsoever and Authority shall not entertain any claim from any person on that behalf. It would be the responsibility of the Consultant to get their officials, employees, representatives, agents or their Consultants insured against the possible risks involved in the discharge of their duties at the work site.

9. Consultant shall make their own arrangements facilities in the site office for their staff like furniture, telephone/ fan, Computer, e-mail facility, Fax etc. The Consultant at their cost will install PCs with requisite software's for Project Management on site. Electricity for lights, Fan, PC etc. for the site office will have to be arranged by Consultant.
10. The Consultant shall not have any objection to Authority maintaining any Engineering staff at its own cost at the site of work to carry out work and duties allotted to them by Authority, in respect of all the work at site or other areas outside the scope of Consultant works for overall surveillance, security and verifications.
11. Except with the prior written consent by the Authority, the Consultant and their representatives shall not any time communicate to any person or entity any confidential information disclosed to them for the purpose of the services. The Consultant shall not publicize any information pertaining to Authority which is discussed with them during course of execution of work in the interest of project completion.

8.3 DEFICIENCY OF SERVICES

Deficiencies in the services on part of Consultants may attract penal provisions in the form of fines, up to a maximum amount of 10% of contract price and/or debarment etc. by the Authority. Sample deficiencies include but are not limited to the following:

1. Not acting impartially or acting in collusion with contractor in award of variation, fixation of new rates, etc.
2. Not keeping proper records regarding quality control, inspection, rejection/ rectification of work, etc.
3. Failure to give proper and timely advice to Authority/contractor to enable correction during execution.
4. Delay in design and withholding approvals, etc.
5. Recommending extension to the contractor with a view to extending duration of supervision services.
6. Refusing to give reasons for decisions when called for by the Authority.
7. Not being fully conversant with manuals, specifications, standards, Authority's/ Ministry's guidelines and requirement of the project to be followed during construction.
8. Certifying substandard work for payment.
9. Not exercising required scrutiny/non approval of temporary stretch/works.
10. Lack of proper coordination with contractors and Project Manager/ Authority's representative to ensure smooth implementation of projects.
11. Permitting subletting of any part/ major works without authorization.

12. Delay in mobilization of required staff at any stage of the contract.
13. Indulging in corrupt, fraudulent, coercive or collusive practices.

8.4 SUPPORT FROM AUTHORITY

The Authority shall provide assistance to the Consultant wherever deemed necessary, in the form of issuing letters to concerns.

8.5 CONSULTANTS PROPOSAL SUBMISSION

The Consultants are advised to understand fully the specific requirements of the Architectural Consultancy and Construction Management Services for the work. The Consultants are also advised to inspect the concerned project site and acquaint themselves with the ground realities also verify the drawing and design available. The Consultant submission should be focused to the project requirements as per the TOR details. The methodology to be submitted should address to the project site requirements. All specific issues for which references have been made in the various paras of this TOR should be addressed effectively. General nature descriptions should be avoided.

Enclosure-I

MANNING SCHEDULE

Sr. No.	Key Personnel	Design Stage		Construction Stage	
		No.	Man Months	No.	Man Months
1	Team Leader cum Chief Architect	1	3	1	6
2	Interior Designer cum Assistant Architect	1	3	1	6
3	HVAC Design Expert	1	1	1	3
4	Quantity Surveyor	1	3	1	6
5	Engineer (Civil)	-	-	1	6
6	Engineer (Electrical)	-	-	1	3
	Total	**4**	-	**6**	-

Enclosure-II

Qualification and Experience Requirement of Key Personnel
(Design and Construction Stage)

1. Team Leader cum Chief Architect

(i)	Educational Qualifications	Essential	• Graduation in Architecture • Membership in Council of Architecture or Indian Institute of Architects.
		Desirable	Post Graduation in Architecture.
(ii)	Essential Experience	Total 15 years in Architectural Designing and Construction Supervision of office building or any other building project and must have done minimum one Eligible Assignments as per 3.1.4(b).	
(iii)	Job responsibilities	He will lead, coordinate and supervise the multi-disciplinary team. It will be his responsibility to guide the team in arriving at solutions within the constraints as specified in the TOR.	
(iv)	Age Limit	Below 60 Years as on PDD.	

2. Interior Designer cum Assistant Architect

(i)	Educational Qualifications	Essential	• Graduation in Architecture • Membership in Council of Architecture or Indian Institute of Architects.
		Desirable	Degree / PG Diploma in Interior Designing.
(ii)	Essential Experience	Total 10 years in Interior Designing and Construction Supervision of the interior designs in office building or any other building project and must have done minimum one Eligible Assignments as per 3.1.4(b).	
(iii)	Job responsibilities	He will be responsible for Interior Designing of all the building component and its supervision.	
(iv)	Age Limit	Below 60 Years as on PDD.	

Enclosure-II

Qualification and Experience Requirement of Key Personnel
(Design and Construction Stage)

3. HVAC Design Expert

(i)	Educational Qualifications	Essential	Graduate in Electrical / Mechanical Engineering
		Desirable	Post Graduate in Electrical / Mechanical Engineering
(ii)	Essential Experience	Total 10 years in Project Preparation or detailed study and/or implementation/construction work of office building or any other building project related to HVAC and must have done minimum one Eligible Assignments as per 3.1.4(b).	
(iii)	Job responsibilities	He will be responsible for suggesting the broad layout of HVAC works for building and its component etc. and related matter regarding designing and supervision of building, all other related activities as specified in the TOR	
(iv)	Age Limit	Below 60 Years as on PDD.	

4. Quantity Surveyor

(i)	Educational Qualifications	Essential	Diploma in Civil Engineering
		Desirable	Graduate in Civil Engineering
(ii)	Essential Experience	Total 10 years in Quantity Surveying / Bill Preparation and certification for Office building or any other building project and must have done minimum one Eligible Assignments as per 3.1.4(b).	
(iii)	Job responsibilities	He will be responsible for the Quantity Surveying for the project during the design stage and Certification of the contractor's invoice and subsequently, preparation of bills for certification of Authority during the construction stage, all other civil activities as specified in the TOR.	
(iv)	Age Limit	Below 60 Years as on PDD.	

Enclosure-II

Qualification and Experience Requirement of Key Personnel
(Construction Stage Only)

5. Engineer (Civil)

(i)	Educational Qualifications	Essential	Graduate in Civil Engineering
		Desirable	Post Graduate in Civil Engineering
(ii)	Essential Experience	Total 5 years in implementation/construction of office building or any other building and must have done minimum one Eligible Assignments as per 3.1.4(b).	
(iii)	Job responsibilities	He will be responsible for supervision and monitoring during construction stage and Certification of the contractor's invoice and subsequently, preparation of bills for certification of Authority during the construction stage, all other civil activities as specified in the TOR.	
(iv)	Age Limit	Below 60 Years as on PDD.	

6. Engineer (Electrical)

(i)	Educational Qualifications	Essential	Graduate in Electrical Engineering
		Desirable	Post Graduate in Electrical Engineering
(ii)	Essential Experience	Total 5 years in implementation/execution of electrical works related to office Building or any other building and must have done minimum one Eligible Assignments as per 3.1.4(b).	
(iii)	Job responsibilities	He will be responsible for supervision and monitoring of works related to Electrical Engineering during construction stage and Certification of the contractor's invoice and subsequently, preparation of bills for certification of Authority during the construction stage and all other activities as specified in the TOR.	
(iv)	Age Limit	Below 60 Years as on PDD.	

Enclosure-III

Schedule for Submission of Reports and Documents

Key Dates (KD)	Description of Deliverables	Time Schedule	No. of Copies
-	Fortnightly Progress Report	Every Fortnight	3
KD 1	Preparation of Conceptual Plan (various options), Sketch Design / Sketch Drawing.	Within 15 days of commencement of work.	3
KD 2	Preparation of Various layout plans after necessary instructions / approval of CGRDC and preparation of preliminary cost estimate and submission to CGRDC.	Within 30 days of commencement of work.	3
KD 3	Preparation of final detailed drawing and detailed estimate including quantity take off sheets and market rate analysis after approval of CGRDC against Sr. No. KD 2 and obtaining the approval of Statutory Authorities (if required).	Within 60 days of commencement of work.	6
KD 4	Preparation of Tender Documents for inviting tenders from pre- qualified / open tender.	Within 90 days of commencement of work.	10
KD 5	Scrutiny of tenders received and submitting recommendations for award of work after analysis of bids	Within 07 days after price bid opening.	-
KD 6	Issue of detailed working / Good For Construction Drawings for necessary execution of work at site including schedule for carrying out the work.	To be issued along with award of work.	6
KD 7	Construction Management and supervision by deploying necessary technical manpower to ensure planned progress.	Within 07 days of the award of the work and till completion of the work and closure of contracts.	-
KD 8	Completion of project, issue of Completion Certificate, submission of "As Built Drawings", finalization of Contractor's final bill & closing of contract.	Within 60 days after completion of the work.	6

SECTION 9

FORMATS FOR SUBMISSION OF TECHNICAL PROPOSAL

SECTION 9

TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(On letter head of the firm)

(Date and Reference)
To,
Managing Director,
Chhattisgarh Road Development Corporation Ltd.,
3rd Floor Sirpur Bhawan Campus, Behind Akashwani,
Civil lines, Raipur (C.G.)
Pin-492001

Sub: Appointment of Consultant for Architectural, Design and Construction Management Services for Construction of CGRDC, Raipur (C.G.).

Dear Sir,

With reference to your RFP Document issued vide letter no. ……... dated ……., I/We, having examined all relevant documents and understood their contents, hereby submit our **Proposal for selection as Consultant for Architectural, Design and Construction Management Services for Construction of office of CGRDC, Raipur (C.G.).** The Proposal is unconditional and unqualified.

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

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

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

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

6. We certify that in the last five years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, no been expelled from any project or contract nor have had any contract terminated for breach on our part.

7. I/We declare that:
(a) I/We have examined and have no reservations to the RFP Documents, including any Amendment issued by the authority.
(b) I/We do not have any Conflict of Interest in accordance with **Clause 2.14** 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 of State; and

(d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of **Clause 4.2** 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 Applicant in accordance with **Clause 2.19** of the RFP document.

9. I/We declare that We/any member of the consortium, are/is not a member of a/any other Consortium applying for Selection as a Consultant.

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

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

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

13. I/We hereby irrevocably waives any right which we may have at any stage at law or howsoever otherwise arising to the 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. The Bid Security of **INR 20,000.00 (INR Twenty Thousand**) in the form of a Fixed Deposit Receipt/Term Deposit Receipt is attached, in accordance with **clause 2.3.2.1** of the RFP document.

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

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

16. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith the **Section 9, Form 3.**

17. In the event of my/our being selected as the Consultant, I/We agree to enter

into an Agreement in accordance with the format **Section 11 of the RFP**. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

18. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising there upon.

19. 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 of the Authorized Signatory)
(Name and designation of the Authorized Signatory)
(Name and seal of the Applicant/Lead Manager)

Note:

The Cost of RFP document **INR 5,000/- (INR Five Thousand** only**)** has been remitted through demand draft no._____ dated _____ drawn on _____ (Name of Bank) in favor of **Managing Director, Chhattisgarh Road Development Corporation Ltd., Raipur payable at Raipur.**

Form-2

FIRM'S REFERENCES

Relevant Services carried out in the Last Five Years

(Which Best Illustrate Qualifications)

Using the format below, provide information on each reference assignment for which your firm/entity was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country with location:</td></tr>
<tr><td colspan="2">Assignment Period:</td><td>Cost of Project (Construction) in INR:</td></tr>
<tr><td colspan="2">Name of Employer:</td><td>Address with Telephone No. & Fax No.:</td></tr>
<tr><td>Actual Start (Date /Month / Year)</td><td>Actual Completion (Date/ Month / Year)</td><td>Area (Sqm) & Value of Consultancy Services Received (In INR):</td></tr>
<tr><td colspan="2">No. of Staff Provided by the Firm:</td><td>No. of Staff Months Provided bythe Firm:</td></tr>
<tr><td colspan="2">Name of Association Firm(s) if any:</td><td>Address with Telephone No. & Fax No of the Association Firm.:</td></tr>
<tr><td colspan="2">No. of Professional Staff provided by Associated Firm(s)</td><td>No. of Staff Months Provided by the Associated Firm:</td></tr>
<tr><td colspan="2">Approx. Value of Services given by the Consultant (In INR) :</td><td>Approx. Value of Services given by the Associated Firm (In INR) :</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director / Coordinator, Team Leader, etc.) of the consultant involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project :</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by the consultant's Staff:</td></tr>
</table>

Seal & Signature of Authorized Representative

(Certificate from Principal Employer regarding experience should be furnished)

Form-3

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 authorize Mr. / Ms. _____ son/daughter/wife and presently residing at _____, who is presently employed with us and holding the position of _____ as our true and lawful attorney (hereinafter referred to as the "Authorized 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 selection as Consultant for Architectural, Design and Construction Management Services for Construction of office of CGRDC, Raipur (C.G.)** by the Authority (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 our 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 Authorized 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 Authorized 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 _____, 2016 FOR _____

(Signature)
(Name, Title and Address)

Witness:
1.
2.
Notarised

Accepted

_____
(Signature)
(Name, Title 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 favor or 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 legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

Form-4

CONSULTANT'S AVERAGE ANNUAL TURNOVER

ANNUAL TURNOVER DATA FOR THE LAST 05 YEARS

Year	Amount (in INR)
2010-2011	
2011-2012	
2012-2013	
2013-2014	
2014-2015	
Average	

Note : In support of the Annual Turnover, copy of the Audited Financial Statement/Turnover Certificate duly certified by a Registered Chartered Accountant should be enclosed.

Seal & Signature of Authorized Representative

Form-5

COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE

On the Terms of Reference

1

2

3

4

5

CONSULTING FIRM's NAME:

Signature of Authorized Representative

Form-6

DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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

Seal & Signature of Authorized Representative

Form-7

ACTIVITY (WORK) SCHEDULE

A. Activity Schedule

S.No.	Item of Activity (work)	Monthwise Program (in form of Bar Chart) *[1st, 2nd, etc. are months from the start of assignment]*											
		1st	2nd	3rd	4th	5th	6th						

B. Completion and Submission of Reports

Reports (for each Work contract package)	Frequency
1. Fortnightly Progress report	Every Fortnight (3 copies)
2. Supervision Manual	At commencement of services (6 copies)
3. Completion report	On completion of construction
4. Final Completion Report & CD	On completion of Defect Liability Period

Seal & Signature of Authorized Representative

Form-8

TEAM COMPOSITION AND TASK ASSIGNMENTS

Key Personnels:

S. No.	Name	Position	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignment
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.		Team Leader cum Chief Architect					
2.		Interior Designer Cum Assistant Architect					
3.		HVAC Design Expert					
4.		Quantity Surveyor					
5.		Engineer (Civil)					
6.		Engineer (Electrical)					

Seal & Signature of Authorized Representative

Form-9

FORMAT OF CURRICULUM VITAE (CV)* FOR PROPOSED PROFESSIONAL STAFF

Affix a Colored Photograph (Self Attested)

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Professional Qualification:_____

Date of Birth: _____

Nationality_____

Years with Current Firm/Entity _____

Membership in Professional Societies _____

Detailed Tasks Assigned _____-

Key Qualifications:

(Give an outline of staff member's experience and training most pertinent to tasks an assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page).

Education

(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended ,proof of degrees obtained and documentary evidence of age proof)

Employment Record

(Starting with present position, list in reverse order every employment held). List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, source of funding (World Bank, ADB, JBIC, UN etc.) for the projects handled, types of activities performed and Authority reference, where appropriate.)

Languages :

(For each language indicate proficiency – excellent, good fair or poor, in speaking reading and writing)

Summary of the CV

(Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV).

A) Education:
- i) Field of Diploma/Graduation and year
- ii) Field of Graduation/Post graduation and year
- iii) Any other specific qualification

B) Experience

Total experience in Building Project: _____Yrs Responsibilities held:

S.No.	Position Held	Period		Assignment period
		From	To	

Undertaking :

I, the undersigned certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. *Further I certify that I am available for the assignment and shall be willing to work for the Authority for the entire duration of the position. I have also not left any ongoing project of the Authority without its approval and have not been debarred by the Authority in past.*

Date (Day/Month/Year) :_____

Signature of staff member	Seal & Signature of Authorized representative of the Firm
Full name of staff member	Full name of authorized representative

Note:- CVs should be originally signed in blue ink on each page by both the proposed professional staff and the authorized representative of the firm along with the proof of age and qualification. Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments. Photocopy or unsigned CV shall not be considered.

Form-10

Proposal of Sub-Consultant

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

Seal & Signature of the Applicant

Note: Use separate form for each Sub-Consultant.

SECTION 10

FORMATS FOR SUBMISSION OF FINANCIAL PROPOSAL

SECTION 10.
FINANCIAL PROPOSAL

Form - 1
Letter of Proposal

(On letter head of the firm)

(Location, Date)

To,

Managing Director,
Chhattisgarh Road Development Corporation Ltd.,
3rd Floor Sirpur Bhawan Campus, Behind Akashwani,
Civil lines, Raipur (C.G.)
Pin-492001

Subject: **Financial Proposal for Consultancy Services for Architectural, Design and Construction Management for Construction of Office Of CGRDC, Raipur** .

Sir/Madam,

We, the undersigned offer to provide the consultancy for **Architectural, Design and Construction Management For Construction of Office Of CGRDC, Raipur** in accordance with your Request for Proposal dated ….(Date)….. and our proposal (technical & financial).

Our Total financial quote for this job is as under:

Particular	Amount (INR) in figure	Amount (INR) in words
Total Cost for Architectural, Design and Construction Management Services for Construction of office of CGRDC, Raipur including all taxes, duties, cess, etc. but excluding service tax.		

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., 120 days after proposal due date.

We undertake that in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988". No commission or gratuity of any kind is included in the proposal as it is not allowed.

We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Seal & Signature Authorised Person
Name and Title of Signatory:
Name & address of Firm:

Form - 2

SUMMARY OF COSTS

No.	Description	Amount in figures **(in INR)**	Amount in words **(in INR)**
I	Architectural and Design Consultancy Fee		
II	Construction Management Consultancy Fee (Remuneration for key professional Staff)		
	TOTAL COST (Including all Taxes but excluding Service Tax)		

Note:

1. The Payments will be made as per stipulations of the Conditions of Contract.
2. In case of discrepancy between figures and words the rates quoted in words would be considered as final.
3. All the cuttings and overwriting shall be clearly initialled.

(Seal & Signature of Authorized Signatory)

Form - 3

BREAKUP OF COSTS

I. ARCHITECTURAL AND DESIGN CONSULTANCY:-

Particular	Total Carpet Area (sqm)	Rate per sqm (INR)	Amount	
			In figures (INR)	In words (INR)
(1)	(2)	(3)	(4) = {(2)x(3)}	
Architectural and Design Consultancy Fee	500.00			

II. CONSTRUCTION MANAGEMENT CONSULTANCY FEE :-
(REMUNERATION FOR PROFESSIONAL STAFF)

S. No.	Designation of Professional Staff	Man months	Remuneration Rate per Man month in INR	Total Remuneration Amount (INR)	
				In figure	In words
1	Team Leader cum Chief Architect	6			
2	Interior Designer Cum Assistant Architect	6			
3	HVAC Design Expert	3			
4	Quantity Surveyor	6			
5	Engineer (Civil)	6			
6	Engineer (Electrical)	3			
Total for Professional staff					

Note :- 1. The above fees shall include expenses which Architectural, Design and Construction Management Consultancy Firm have to incur to prepare the design and drawings of Civil, Electrical, Mechanical, Air Conditioning, Intelligent Building Management System, Fire fighting/Security System, Landscaping and all other allied services required to complete the work in all respect including preparation of BOQ, Bid Document, Technical Specification etc. including cost of engaging specialist Consultants for any of these services. Firm has to submit detailed schedule of payment, on award of work, based on different services required to be rendered and get approval of the Authority for reimbursement of claim under this head. The payment will be regulated according to the approved schedule of payment subjected to satisfactory completion of particular services.

2. This shall also include expenditure likely to be incurred on office furniture*, office equipment**, electricity, other equipments necessary for site and required for executing the job, water supplies, vehicles for office and field visits, office support staff, all travelling expenses of all personnel, stationery required for regular office use, reporting, documentation etc.

* *Office furniture shall comprise to run the Consultant's office items like desks, chairs, computer table, cupboards, filing cabinet, meeting table with chairs, white boards, sofa set etc.*

** *Office equipments shall comprise Consultant's office items like plotter, laser printer, photo copy machine, external CD writer, lap top, camera, SLR, generator, refrigerator etc.*

Name & Signature
of Authorized Signatory
With Seal of the Firm

SECTION 11

DRAFT CONTRACT AGREEMENT FOR CONSULTANCY SERVICES

AGREEMENT

FOR

Architectural, Design and Construction Management Services for Construction Work of Office of Chhattisgarh Road Development Corporation Ltd., Raipur (C.G.).

CONTENTS

1. General

1.1 Definitions and Interpretation
1.2 Relation between the Parties
1.3 Rights and Obligations
1.4 Governing law and jurisdiction
1.5 Language
1.6 Table of contents and headings
1.7 Notices
1.8 Location
1.9 Authority of Member-in-Charge
1.10 Authorised representatives
1.11 Taxes and duties

2. Commencement, Completion and Termination of Agreement

2.1 Effectiveness of Agreement
2.2 Commencement of Services
2.3 Termination of Agreement for failure to commence Services
2.4 Expiry of Agreement
2.5 Entire Agreement
2.6 Modification of Agreement
2.7 Force Majeure
2.8 Suspension of Agreement
2.9 Termination of Agreement

3. Obligations of the Consultant

3.1 General
3.2 Conflict of Interest
3.3 Confidentiality
3.4 Liability of the Consultant
3.5 Insurance to be taken out by the Consultant
3.6 Accounting, inspection and auditing
3.7 Consultant's actions requiring the Authority's prior approval
3.8 Reporting obligations
3.9 Documents prepared by the Consultant to be the property of the Authority
3.10 Equipment and materials furnished by the Authority
3.11 Providing access to the Project Office and Personnel
3.12 Accuracy of Documents

4. Consultant's Personnel and Sub-Consultant

4.1 General
4.2 Deployment of Personnel
4.3 Approval of Personnel
4.4 Substitution of Key Personnel
4.5 Working hours, overtime, leave etc.
4.6 Resident Team Leader and Project Manager
4.7. Sub-Consultants

5. Obligations of the Authority

5.1 Assistance in clearances etc.
5.2 Access to land and property
5.3 Change in Applicable Law
5.4 Payment

6. Payment to the Consultant

6.1 Cost estimates and Agreement Value
6.2 Currency of payment
6.3 Mode of billing and payment

7. Liquidated damages and penalties

7.1 Performance Security
7.2 Liquidated Damages
7.3 Penalty for deficiency in Services

8. Fairness and Good Faith

8.1 Good Faith
8.2 Operation of the Agreement

9. Settlement of Disputes

9.1 Amicable settlement
9.2 Dispute resolution
9.3 Conciliation
9.4 Arbitration

10. Change of Scope

11. Retention Money

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

AGREEMENT

Consultancy Services for .....Project

This AGREEMENT (hereinafter called the "**Agreement**") is made on the .....……. day of the month of …… 20…, between, on the one hand, the Chhattisgarh Road Development Corporation Ltd., Raipur, C.G. (CGRDC) (hereinafter called the "**Authority**" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, ……. (hereinafter called the "**Consultant**" which expression shall include their respective successors and permitted assigns).

WHEREAS

(A) The Authority vide its Request for Proposal for Consultancy Services (hereinafter called the "**Consultancy**") for the "Architectural, Design and Construction Management for Construction Work Of Office of Chhattisgarh Road Development Corporation Ltd., Raipur (C.G.). (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 India / Chhattisgarh;

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

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

(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 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 subcontracts 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 parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

(a) Agreement;

(b) Annexes of Agreement;

(c) RFP; and

(d) Letter of Award.

1.2 Relation between the Parties

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

1.3 Rights and obligations

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

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

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

1.4 Governing law and jurisdiction

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

1.5 Language

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

1.6 Table of contents and headings

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

1.7 Notices

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

(a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the

Consultant's Representative set out below in Clause 1.10 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 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 e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

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

1.9 Authority of Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

1.10 Authorised Representatives

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

1.10.2 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, info@cgrdc.in, info.cgrdc@gmail.com

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

.....

.....

Tel: .....

Mobile: .....

Email: .....

1.11 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 (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 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

2.4 Expiry of Agreement

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

2.5 Entire Agreement

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

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

2.6 Modification of Agreement

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

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Agreement, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into

account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

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

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

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

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

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

2.7.4 Extension of time

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

2.7.5 Payments

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

2.7.6 Consultation

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

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) 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 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

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

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

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

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

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

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

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

2.9.2 By the Consultant

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

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

(b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 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 survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Services

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

2.9.5 Payment upon Termination

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

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

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

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

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

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

3.1.2 Terms of Reference

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

3.1.3 Applicable Laws

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

3.2 Conflict of Interest

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

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

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

3.2.3 Prohibition of conflicting activities

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

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

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

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

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

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

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"**).** Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process

or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

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

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

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

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

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

(d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or

attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

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

3.3 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.

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

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

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

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

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

3.4 Liability of the Consultant

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

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

3.4.3 The Parties hereto agree that in case of negligence or willful 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 be liable to the Authority:

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

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

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

3.5 Insurance to be taken out by the Consultant

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

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

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

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

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

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

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

(c) professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.

3.6 Accounting, inspection and auditing

The Consultant shall:

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

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

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

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

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

(b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority but limited to 50% of the Contract Value prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or

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

3.8 Reporting obligations

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

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

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

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

3.9.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.10 Equipment and materials furnished by the Authority

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the

instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

3.11 Providing access to Project Office and Personnel

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

3.12. Accuracy of Documents

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

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1 General

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

4.2 Deployment of Personnel

4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annex-2 of this Agreement. The estimate of Personnel costs and man day rates are specified in Annex-3 of this Agreement.

4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 may be made by the Consultant by written notice to the Authority, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty per cent) or one week, whichever is greater, and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement. Any other adjustments shall only be made with the written approval of the Authority.

4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in

writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

4.3 Approval of Personnel

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

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

4.4 Substitution of Key Personnel

4.4.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel during negotiations as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution, will, however be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

4.4.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except under exceptional circumstances. Such substitution shall be limited to one for each key position by personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum as specified below shall be deducted from the payments due to the Consultant:

Key Personnel	Deduction for First Substitution of Key Personnel (In INR)
Team Leader cum Chief Architect	100,000
Interior Designer cum Assistant Architect	50000
HVAC Design Expert	50000
Quantity Surveyor	25000
Engineer (Civil)	25000
Engineer (Electrical)	25000

4.4.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

4.5 Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the man days of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.6 Resident Team Leader and Project Manager

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel and shall be responsible for day to day performance of the Services.

4.7 Sub-Consultants

Sub-Consultants listed in Annex-4 of this Agreement are hereby approved by the Authority. The Consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub-Consultant only up to 50% of the contract value. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this **Clause 4**. The Consultant shall remain fully liable for the performance of the services by the Sub-Consultant and its personnel pursuant to this Contract.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

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

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

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

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

5.2 Access to land and property

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

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

5.4 Payment

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

6. PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Agreement Value

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

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the "**Agreement Value**"). The Parties agree that the Agreement Value is Rs. ……. (Rupees. ……..), which does not include the Additional Costs specified in Annex-5 (the "**Additional Costs**").

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 Mode of billing and payment

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

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

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

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

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

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

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

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

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

7.1.1 The Authority shall retain by way of performance security (the "**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 3 (three) months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts

comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

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

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

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

7.2.2 Liquidated Damages for delay

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

7.2.3 Encashment and appropriation of Performance Security

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

7.3 Penalty for deficiency in Services

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

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

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

8.2 Operation of the Agreement

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

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

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

9.2 Dispute resolution

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

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

9.3 Conciliation

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

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

9.4.1 **Selection of Arbitrators**

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an "Arbitral Tribunal" composed of three arbitrators, in accordance with the following provision:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within Sixty (60) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Indian Roads Congress, New Delhi/MORTH/NAHAI for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the president, Indian Roads Congress, New Delhi/MORTH/NAHAI shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Authority and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the later of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

(c) "Where the parties agree, in the dispute concerns a technical matter, may agree to appoint C.E. of NH, Raipur as sole Arbitrator and one legal expert a lawyer empanelled as member of Indian Council of Arbitration (ICA) shall be Arbitral Tribunal."

9.4.2 Rules of Procedure

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

9.4.3 Substitute Arbitrators

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

9.4.4 Qualifications of Arbitrators

As above in Para 9.4.1 (c)

9.4.5 Miscellaneous

In any arbitration proceeding hereunder:

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

(b) the English language shall be the official language for all purposes.

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

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

S.No	Particulars	Maximum amount payable per Arbitrator/ per case
1	Arbitrator fee	INR 15,000/- per day subject to a maximum of INR 4 .00 lacs or INR 2.5 lacs (lump sum) subject to publishing the award within 12months.
2	Reading charges	INR 15,000/-
3	Secretarial Assistance and Incidental	INR 20,000/-
4	Charges for publishing/ declaration of the award	INR 20,000/-
5	Other expenses (As per actual against bills subject to maximum of the prescribed ceiling given below)	
	Traveling expenses Lodging and Boarding	Economy class (by air), First class AC (by train) and AC Car (by road) a) INR 15,000/- per day (in metro cities) b) INR 7,000/- per day (in other cities) c) INR 3,000/- per day if any Arbitrator makes own arrangements.
6	Extra charges for days other than hearing/ meeting days (maximum for 2 days)	INR 3,500/- per day
Note:-	1. Lodging boarding and traveling expenses shall be allowed only for those members who are residing 100 kms. away from place of meeting. 2. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro Cities.	

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

10. Change of Scope

The change of scope on account of variation of carpet area of building from the indicative carpet area as given at Form-3 of Section-10, shall be dealt as follows:

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

ii) The Consultancy fee shall be revised on account of change of scope as below: In case the total area of building increase/ decrease up to 10% of indicative area given in the RFP **: No change in Consultancy Fees.** In case the increase/ decrease in total area of building is more than 10% of the indicative area as given in the RFP**:** the consultancy fee shall be increased/ decreased in the same proportion in which the area of the building is increased/ decreased beyond 10% and proportionately the stipulated period of completion of services may be increased / decreased.

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 Section-8 of RFP)

Annex-2

Deployment of Personnel

(Refer Clause 4.2)

Annex-3

Estimate of Personnel Costs

(Refer Clause 4.2)

Annex-4

Approved Sub-Consultant(s)

(Refer Clause 4.7)

Annex-5

Cost of Services

(Refer Clause 6.1)

Annex-6

Payment Schedule

(Refer Clause 6.3)

1. **Payment Schedule for Architectural & Design Consultancy Services :-**
   The consultant will be paid stage wise as a percentage of the contract value as per the schedule given below :

Key Dates (KD)	Description of Deliverables	Time Schedule	Payment (in %)
KD 1	Preparation of Conceptual Plan (various options), Sketch Design / Sketch Drawing.	Within 15 days of commencement of work.	5
KD 2	Preparation of Various layout plans after necessary instructions / approval of CGRDC and preparation of preliminary cost estimate and submission to CGRDC.	Within 30 days of commencement of work.	10
KD 3	Preparation of final detailed drawing and detailed estimate including quantity take off sheets and market rate analysis after approval of CGRDC against Sr. No. KD 2 and obtaining the approval of Statutory Authorities (if required).	Within 60 days of commencement of work.	25
KD 4	Preparation of Tender Documents for inviting tenders from pre- qualified / open tender.	Within 90 days of commencement of work.	10
KD 5	Scrutiny of tenders received and submitting recommendations for award of work after analysis of bids	Within 07 days after price bid opening.	5
KD 6	Issue of detailed working / Good For Construction Drawings for necessary execution of work at site including schedule for carrying out the work.	To be issued along with award of work.	30
KD 7	Construction Management and supervision by deploying necessary technical manpower to ensure planned progress.	Within 07 days of the award of the work and till completion of the work and closure of contracts.	5
KD 8	Completion of project, issue of Completion Certificate, submission of "As Built Drawings", finalization of Contractor's final bill & closing of contract.	Within 60 days after completion of the work.	10

2. Payment Schedule for Construction Management Services :-

The payment schedule during supervision work (PMC work) as an act of PMC, the payment would be strictly as per man-months basis as quoted in financial proposal. However, after making necessary deductions, the net payment would be made.

Note:-

(a) Consultants have to provide a certificate that all key personnel as envisaged in the Contract Agreement has been actually deployed in the project. They have to submit this certificate at the time of submission of bills to CGRDC from time to time.

(b) No payment shall become eligible for the next stage till the consultant completes to the satisfaction of the Authority the work pertaining to the preceding stage. Any adjustment in the payment to the consultants will be made in the final payment only.

(c) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final report and final statement shall be deemed approved by the Authority as satisfactory one hundred and eighty (180) calendar days after receipt of the final report and final statement by the Authority unless the Authority, within ninety(90) day period, gives written notice to the Consultants specifying in detailed deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Authority has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Authority within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Authority for reimbursement must be made within twelve (12) calendar months after receipt by the Authority of a final report and a final statement approved by the Authority in accordance with the above.

(d) All payments under this Contract shall be made to the account of the Consultants.

Annex- 7

Bank Guarantee for Performance Security

(Refer Clause 7.1.2)

To

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

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

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

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

3. We, …….. (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment 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 INR. ..... crore (INR ..... crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or before [..... (indicate the date falling 365 days after the date of this Guarantee)].

For .....

Name of Bank:
Seal of the Bank:
Dated, the .....day of ....., 20.....

(Signature, name and designation of the authorized signatory)

NOTES:

(i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
(ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

SECTION-12

(Refer Clause 2.14.3)

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 2.14 of the RFP and shall be read together therewith in dealing with specific cases.

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

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

   (a) Authority and consultants:

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

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

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

   (b) Consultants and concessionaires/contractors:

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

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

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

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

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

5. Another approach towards avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one part of the consultant's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.

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

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

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