CHHATTISGARH ROAD DEVELOPMENT CORPORATION LIMITED (CGRDC)

REQUEST FOR PROPOSAL (RFP)

For

DEVELOPMENT AND MAINTENANCE OF INTEGRATED PROJECT MANAGEMENT SYSTEM (IPMS) FOR CGRDC

MANAGING DIRECTOR

CHHATTISGARH ROAD DEVELOPMENT CORPORATION LIMITED

(A GOVERNMENT OF CHHATTISGARH UNDERTAKING)

3rd Floor, Sirpur Bhawan Campus, Behind Akashwani, Civil Lines, Raipur (C.G.) 492001
Website : www.cgrdc.in, email ID : info@cgrdc.in, info.cgrdc@gmail.com, Ph- 0771 – 4043395, Fax 0771-4033242
CIN : U45203CT2014SGC001560

Table of Content

Contents

Table of Content **2**
REQUEST FOR PROPOSAL (RFP) **6**
1. INTRODUCTION **7**
1.1. BACKGROUND 7
1.2. REQUEST FOR PROPOSAL 7
1.3. DUE DILIGENCE BY APPLICANTS 7
1.4. SALE OF RFP DOCUMENT 7
1.5. VALIDITY OF THE PROPOSAL 7
1.6. BRIEF DESCRIPTION OF THE SELECTION PROCESS 8
1.7. CURRENCY AND PAYMENT 8
1.8. SCHEDULE OF SELECTION PROCESS 8
1.9. PRE-PROPOSAL VISIT TO THE SITE AND INSPECTION OF DATA 8
1.10. PRE-PROPOSAL CONFERENCE 9
1.11. COMMUNICATIONS 9
2. INSTRUCTIONS TO APPLICANTS **10**
A. GENERAL INSTRUCTIONS 10
2.1. SCOPE OF PROPOSAL 10
2.2. CONDITIONS OF ELIGIBILITY OF APPLICANTS 10
2.3. Conflict of Interest 13
2.4. NUMBER OF PROPOSALS 14
2.5. COST OF PROPOSAL 14
2.6. SITE VISIT AND VERIFICATION OF INFORMATIONS 14
2.7. ACKNOWLEDGEMENT BY APPLICANT 14
2.8. RIGHT TO REJECT ANY OR ALL PROPOSALS 14
B. DOCUMENTS 15
2.9. CONTENTS OF THE RFP 15
2.10. CLARIFICATIONS 16
2.11. AMENDMENT OF RFP 16
2.12. LANGUAGE 16
C. PREPARATION AND SUBMISSION OF PROPOSAL 16
2.13. FORMAT AND SIGNING OF PROPOSAL 17
2.14. TECHNICAL PROPOSAL 17
2.15. FINANCIAL PROPOSAL 19
2.16. SUBMISSION OF PROPOSAL 19

2.17. PROPOSAL DUE DATE 20
2.18. LATE PROPOSALS 20
2.19. MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF PROPOSALS 20
2.20. BID SECURITY 21
D. EVALUATION PROCESS 21
2.21. EVALUATION OF PROPOSALS 21
2.22. CONFIDENTIALITY 23
2.23. CLARIFICATIONS 23
E. APPOINTMENT OF VENDOR 23
2.24. NEGOTIATIONS 23
2.25. SUBSTITUTION OF KEY PERSONNEL 23
2.26. INDEMNITY 24
2.27. AWARD OF PROJECT 24
2.28. EXECUTION OF AGREEMENT 24
2.29. COMMENCEMENT OF ASSIGNMENT 24
2.30. PROPRIETARY DATA 25
3. CRITERIA FOR EVALUATION 26
3.1. EVALUATION OF TECHNICAL PROPOSALS 26
3.2. SHORT-LISTING OF APPLICANTS 30
3.3. EVALUATION OF FINANCIAL PROPOSAL & FINAL EVALUATION 30
4. FRAUD AND CORRUPT PRACTICES 31
5. PRE-PROPOSAL CONFERENCE 33
6. MISCELLANEOUS 34
SCHEDULE 1: TERMS OF REFERENCE 35
1. GENERAL 35
2. OBJECTIVE 35
3. SCOPE OF SERVICES 35
4. DELIVERABLES 36
5. OTHER REQUIREMENTS 37
5.1 APPLICATION AND DATA RELATED 37
5.2. INTELLECTUAL PROPERTY RIGHTS 38
5.3. HOSTING REQUIREMENTS 38
5.4. SERVICE LEVELS 39
5.4.5.11. Exit plan 42
6 TIME AND PAYMENTS SCHEDULE. 42
7 MEETINGS 43
8 PROJECT TEAM 43
9 REPORTING 43

SCHEDULE 3: FUNCTIONAL REQUIREMENT SPECIFICATIONS 46
List of Tables & Figures ***48***
List of abbreviations **48**
About CGRDC **49**
Projects at CGRDC **50**
Number of projects 51
Projects - Basic details **52**
Use Cases ***54***
Business rules and constraints ***54***
Project People **55**
Use cases ***55***
Business rules & Constraints ***55***
Project Approvals **56**
Use Cases ***56***
Business rules and constraints ***56***
Project Documents **57**
Use Cases ***58***
Business rules and Constraints ***58***
Project Geography **58**
Use Cases ***59***
Business Rules and Constraints ***59***
Project Tenders **59**
Tender works 60
Use Cases ***61***
Business rules and Constraints ***61***
Scope of project **62**
BOQ – Bill of quantities 62
Use Cases ***62***
Business rules and Constraints ***62***
Change in scope of work 63
Project Progress **64**
Use Cases ***65***
Business rules and Constraints ***65***
Project Issues **66**
Use Cases ***66***
Business rules and Constraints ***66***
Project Billing **67**
Bills processing 68
Request for Inspection 69

Inspection Report....69
Measurement Book....70
Construction related Bill....71
Work flow for Online MB....71
Work flow for Offline MB....71
Project Maintenance....73
Punch List....73
1. By BOT Concessionaire....74
Zonal Contract....74
Use Cases....75
Business rules and Constraints....75
List of Masters....76
External Interfaces....81
1. CGRDC web site and other Govt web sites....81
2. Accident Response System (ARS)....81
3. Unified Road System (URS)....81
Integration with GIS Maps....81
Users....82
Security....83
1. Understanding of TOR....96
2. Methodology and Work Plan....96
3. Technical Approach....96
4. Infrastructure....96
5. Management approach....97
DRAFT CONTRACT AGREEMENT FOR IT SERVICES....105
DRAFT CONTRACT....109
GENERAL CONDITIONS OF CONTRACT....112
SPECIAL CONDITIONS OF CONTRACT....130
Appendix A....137
Appendix B....138
Appendix C....139
Appendix D....140
Appendix E....141
Appendix F....142
Appendix G....144
Appendix H....145
PRE CONTRACT INTEGRITY PACT....146

Chhattisgarh Road Development Corporation Limited

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

REQUEST FOR PROPOSAL (RFP)

RFP No. 9/15-16/ CGRDC/2015 Raipur Dated: 14/12/2015

Chhattisgarh Road Development Corporation has been assigned the work of up gradation and construction of roads in the state of Chhattisgarh.

Chhattisgarh Road Development Corporation Limited Raipur invites proposals from the interested Firms/Companies/organizations for Development and Maintenance of Integrated Project Management System (IPMS) for 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 Rs.12500.00/- (Rs. Twelve thousand Five Hundred only) in form of Non-refundable Demand Draft in favor of **Managing Director, Chhattisgarh Road Development Corporation, Limited** of any Nationalized/Scheduled bank, payable at Raipur, Chhattisgarh, must be delivered through Speed/ Registered post on the address below to reach on or before 05/02/2016 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	04/02/2016
2	Last date of Submission of Queries	05/01/2016
3	Pre Proposal meeting in CGRDC, HQ	05/01/2016, 15:30 Hrs.
4	CGRDC's response to the Queries	12/01/2016
5	Deadline for submission of Proposals	05/02/2016, 15:00 Hrs.
6	Opening of Technical proposals	05/02/2016, 16:00 Hrs.

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

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

1. INTRODUCTION

1.1. BACKGROUND

1.1.1. CHHATTISGARH ROAD DEVELOPMENT CORPORATION LIMITED (CGRDC), 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, (Chhattisgarh) (the "Authority") is engaged in the construction, up-gradation, widening, rehabilitation and Maintenance of State Highways, Major District Roads and other roads of Chhattisgarh.

1.1.2. CGRDC has decided to engage a Software - as - a- Service (SaaS) agency for developing / customizing and hosting a web and mobile based Project Management System called Integrated Project Management System (IPMS).

1.1.3. In pursuance of the above, the Authority has decided to carry out the process for selection of a vendor for executing the project using a service based model in accordance with the Terms of Reference specified at Schedule-1 (the "TOR").

1.2. REQUEST FOR PROPOSAL

The Authority invites Proposals (the "Proposals") for selection of a Vendor who shall create a customized platform for CGRDC and host the same. The vendor shall provide services and support for a duration of 5 years. The Authority intends to select the Vendor through an open competitive bidding in accordance with the procedure set out herein.

1.3. DUE DILIGENCE BY APPLICANTS

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

1.4. SALE OF RFP DOCUMENT

RFP document can be downloaded from the official departmental website of CGRDC or may be obtain form the office of CGRDC on payment of a fee of Rs. 12500.00. In case of the RFP being downloaded from the website, the proposal submitted must be accompanied by act non refundable demand draft of Rs. 12500.00 (Rs. Twelve Thousand Five Hundred only) in the form of cost of RFP.

1.5. VALIDITY OF THE PROPOSAL

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

1.6. BRIEF DESCRIPTION OF THE SELECTION PROCESS

The Authority has adopted a single stage two envelop 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 Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their financial scores as specified in Clause 3.4. The first ranked Applicant shall be selected as vendor (the "Selected Applicant") while the second ranked Applicant will be kept in reserve.

1.7. 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.

1.8. 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	04-02-2016
2.	Last date for receiving queries/clarifications	05-01-2016
3.	Pre-Proposal Conference	05-01-2016, 15:30 Hrs.
4.	Authority response to queries	12-01-2016
5.	Proposal Due Date or PDD	05-02-2016, 15:00 Hrs.
6.	Opening of Technical Proposal	05-02-2016, 16:00 Hrs.
7.	Opening of Financial Proposal	[To be intimated later]
8.	Letter of Award (LOA)	[To be intimated later]
9.	Signing of Agreement	[To be intimated later]
10.	Validity of Applications	120 days of Proposal Due Date

1.9. PRE-PROPOSAL VISIT TO THE SITE AND INSPECTION OF DATA

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

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

1.10. PRE-PROPOSAL CONFERENCE

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

Date : 05-01-2016

Time : 15:30 Hrs.

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

1.11. COMMUNICATIONS

1.11.1. 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

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

1.11.3. All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:
RFP Notice No. RFP No. 9/15-16/CGRDC/2015, Raipur, Dated 14/12/2015

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL INSTRUCTIONS

2.1. SCOPE OF PROPOSAL

2.1.1. Detailed description of the Objectives, Scope of services, Deliverables and other requirements relating to this project are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the project, it may participate in the Selection Process. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

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

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

2.1.4. The Vendor Team shall, at the minimum, consist of the following key personnel (the "Key Personnel") who shall discharge their respective responsibilities as specified below:

Key Personnel	Responsibilities
Program Manager	Supervise the complete project for customization / development and implementation. Program Manager will be the first contact point for contractual, financial and scope matters and will also be first escalation point for support issues.
Support Engineer	Assist, train CGRDC staff members in using the system effectively from Pilot stage onwards. Primary contacts for application and system support. There will be 2 (two) Support Engineers, one for users at CGPRDC HO and second for supporting the Division users.

2.2. CONDITIONS OF ELIGIBILITY OF APPLICANTS

2.2.1. Applicants must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for financial evaluation.

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

(A) **Technical Capacity -**

The Applicant shall have, undertaken :-

1. At least 1(one) Cloud based project on SaaS model having minimum of 50

active users for any central/state/local self government or any central/state government owned/funded/subsidiary agency in India

2. At least 1 (one) Eligible Assignment as specified in Clause 3.1.3.

(B) **Financial Capacity -**

The Applicant shall have an average turnover of Rs. 2 two crores from professional fees during 3 (three) financial years preceding the Proposal Due Date. For the avoidance of doubt, turnover hereunder refers to fees received by the Applicant for providing IT advisory, IT consultancy, software development or IT services to its clients. Following enhancement factor will be used for the cost of services provided and for the turnover from IT business to a common base value for works completed:-

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

(C) JV or Consortium of firms is not allowed.

(D) The experience of Private Clients shall not be considered.

(E) For weightage of experience in any past Consultancy assignment experience, certificate from the client shall be accepted. Annual turnover duly certified by Charted Accountant shall be accepted. In case of non-availability of such documents no weightage of turnover/experience will be accepted.

(F) Those projects which are substantially competed (90% of the contract value) shall also be considered for evaluation. No experience shall be considered without proof of experience by the client.

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

(H) **Availability of key personnel -**

The Applicant shall offer and make available all Key Personnel meeting the requirements specified in sub-clause (I) below.

(I) **Conditions of Eligibility for Key Personnel -**

Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:-

Key Personnel	Educational Qualification	Minimum Length of professional experience	Minimum Experience on eligible assignments
Program Manager	Graduate in Computer Science/Information Technology/Electronics/Electrical Engineering AND PG - MBA/PGDM - any Discipline	10 years	5 years of experience in handling SaaS / Cloud based projects and programs
Support Engineer	Graduate in Computer Science/Information Technology / Electronics/ Electrical Engineering	5 years	2 years experience working in a commercial hosted/data centre environment.

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Please refer section 2.24 and 2.25 for selection and substitution of persons working on this project from vendor side.

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

2.2.4. The Applicant should submit a Power of Attorney as per the format at Form-4 of Appendix-I.

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

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

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

2.3. Conflict of Interest

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

2.3.2. The CGRDC requires that the Selected Applicant provides professional, objective, and impartial advice and at all times hold the CGRDC's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Selected Applicant 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 CGRDC.

2.3.3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

(a) Deleted
(b) a constituent of such Applicant is also a constituent of another Applicant; or
(c) such Applicant has received any direct or indirect subsidy or grant from any other Applicant or its Associate; 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-Selected Applicant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Selected Applicant will depend on the circumstances of each case. While providing consultancy services to the CGRDC for this particular assignment, the Selected Applicant 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 CGRDC to provide goods or works or services for a project, will be disqualified from providing consulting services for the same project; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;

2.3.4. An Applicant eventually appointed to provide Consultancy for this Project, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further

that this restriction shall not apply to consultancy/ advisory services performed for the CGRDC in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the CGRDC in accordance with the rules of the CGRDC.

2.4. NUMBER OF PROPOSALS

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

2.5. COST OF PROPOSAL

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

2.6. SITE VISIT AND VERIFICATION OF INFORMATIONS

Applicants are encouraged to submit their respective Proposals after visiting the Authority office ascertaining for themselves the existing systems and data, Applicable Laws and regulations or any other matter considered relevant by them. Visits shall be organised for the benefit of prospective Applicants on dates, time and venue as specified in Clause 1.9.

2.7. ACKNOWLEDGEMENT BY APPLICANT

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

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

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

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

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

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

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

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

2.8. RIGHT TO REJECT ANY OR ALL PROPOSALS

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

rejection or annulment, and without assigning any reasons thereof.

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

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

(b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS

2.9. CONTENTS OF THE RFP

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

Request for Proposal

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

Schedules

1. Terms of Reference
2. Guidance Note on Conflict of Interest
3. Functional Requirement

Specifications Appendices

Appendix-I: Technical Proposal :-

Form 1 : Letter of Proposal
Form 2 : Particulars of the Applicant
Form 3 : Statement of Legal Capacity
Form 4 : Power of Attorney
Form 5 : Financial Capacity of Applicant
Form 6 : Particulars of Key Personnel
Form 7 : Proposed Methodology and Work Plan
Form 8 : Abstract of Eligible Assignments of Applicant
Form 9 : Abstract of Eligible Assignments of Key Personnel

Form 10 : CV of Key Personnel

Appendix-II: Financial Proposal :-

Form 1 : Covering Letter

Form 2 : Financial Proposal

Appendix-III : Draft Contract Agreement

2.10. CLARIFICATIONS

2.10.1. Applicants requiring any clarification on the RFP may send their queries to the Authority in writing before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:
"Queries/Request for Additional Information concerning RFP for DEVELOPMENT AND MAINTENANCE OF INTEGRATED PROJECT MANAGEMENT SYSTEM (IPMS) FOR CGRDC"
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.

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

2.11. AMENDMENT OF RFP

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

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

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

2.12. LANGUAGE

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

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.13. FORMAT AND SIGNING OF PROPOSAL

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

2.13.2. The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 1 (one) copy of the Proposal, along with Documents, marked "COPY". In the event of any discrepancy between the original and its copies, the original shall prevail.

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

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

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

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

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

2.13.4. Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.23.

2.14. TECHNICAL PROPOSAL

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

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

(a) The Bid Security is provided;

(b) all forms are submitted in the prescribed formats and signed by the prescribed signatories;

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

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

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

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

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

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

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

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

(k) the proposal is responsive in terms of Clause 2.21.3.

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

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

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

2.14.6. The proposed team shall be composed of experts and specialists (the "Professional Personnel") in their respective areas of expertise and managerial/support staff (the "Support Personnel") such that the vendor should be able to complete the assignment within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this assignment.

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

2.14.8. 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 Selected Applicant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a

communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Selected Applicant, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.15. FINANCIAL PROPOSAL

2.15.1. Applicants shall submit the financial proposal in the formats provided in the RFP. Financial proposal submitted in any other formats shall be summarily rejected.

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

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

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

(iii) Costs shall be expressed in INR.

2.16. SUBMISSION OF PROPOSAL

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

2.16.2. The Technical Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice number, Project name as indicated at Clauses 1.11.1 and 1.11.3 and the name and address of the Applicant. It shall bear on top, the following:
"Do not open, except in presence of the Authorised Person of the Authority"
If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

2.16.3. The aforesaid outer envelope will contain two separate sealed envelopes, one clearly

marked 'Technical Proposal'. The envelope marked "Technical Proposal" shall contain:

(i) Application in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 10 of Appendix-I and supporting documents; and

(ii) Bid security as specified in Clause 2.20.1

The envelope marked "Financial Proposal" shall consist of the financial bid as per

APPENDIX-II:FINANCIAL PROPOSAL (FORM-1) &
APPENDIX-II:FINANICAL PROPOSAL (FORM-2)

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

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

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

2.16.7. The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the Services by the Authority and discharge of all obligations of the Selected Applicant under the Agreement.

2.17. PROPOSAL DUE DATE

2.17.1. Proposal should be submitted at or before the Proposal Due Date specified at Clause 1.8 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP.

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

2.18. LATE PROPOSALS

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

2.19. MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF PROPOSALS

The Applicant may withdraw its proposal after submission provided that return notice of withdrawal is received by the Authority prior to PDD.

2.20. BID SECURITY

2.20.1. The Applicant shall furnish as part of its proposal a Bid Security of Rs 3.00 Lacs (Rupees Three Lac only) in the form of Fixed Deposit Receipt (FDR)/ Term Deposit Receipt (TDR) issued by any Nationalized/Scheduled Bank in India in favor of the Managing Director, Chhattisgarh Road Development Corporation Limited, 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.

2.20.2. Any Bid not accompanied by the Bid Security shall be rejected by the Authority as nonresponsive.

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

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

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

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

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

(d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.24.1;

(e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.28 and 2.29 respectively;

or

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

D. EVALUATION PROCESS

2.21. EVALUATION OF PROPOSALS

2.21.1. The Authority shall open the Proposals at 16:30 hours on the Proposal Due Date, at the place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.

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

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

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

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

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

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

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

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

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

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

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

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

2.21.6. After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2.21.7. Applicants are advised that Selection will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.

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

2.22. CONFIDENTIALITY

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

2.23. CLARIFICATIONS

2.23.1. To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.23.2. If an Applicant does not provide clarifications sought under Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. APPOINTMENT OF VENDOR

2.24. NEGOTIATIONS

Successful bidder will be called by Authority for discussing the key personnel identified for the project. The Authority will examine the credentials of Key Personnel proposed for this assignment and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.25. SUBSTITUTION OF KEY PERSONNEL

2.25.1. The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the

evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.25.2. 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 for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.26. INDEMNITY

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

2.27. AWARD OF PROJECT

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

2.28. EXECUTION OF AGREEMENT

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

Prior to signing of the Contract, the bidder, to whom LOA has been issued, shall have to furnish performance security of the amount 10% of accepted contract amount in favour of 'Managing Director, Chhattisgarh Road Development Corporation Limited, Raipur (C.G.)' in the format specified in Appendix C of Draft Contract Agreement and for the duration of valid Contract period plus 3 months.

2.29. COMMENCEMENT OF ASSIGNMENT

The Selected Applicant shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement, or such other date as may be mutually agreed. If the Selected Applicant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

2.30. PROPRIETARY DATA

Subject to the provisions of Clause 2.22, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Selected Applicant, as the case may be, are to treat all information as

strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Selected Applicant to the Authority in relation to the assignment shall be the property of the Authority.

3. CRITERIA FOR EVALUATION

3.1. EVALUATION OF TECHNICAL PROPOSALS

3.1.1. In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology, hosting infrastructure, Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of 80 marks 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 (ST).

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

The points assigned to Technical Evaluation criteria are:

S. No.	Description	Marks
A1	Company Credentials	40
A2	Project Experience	40
A3	Qualifications and competence of the key staff for the assignment	10
A4	Proposed Solution	10
	Total	**100**

1. SUB CRITERIA 'A1' FOR COMPANY CREDENTIALS

S. No.	Description	Marks
A1.1	Average Annual Turnover (last 3 years) from IT services	10
A1.2	Number of years of operation in India	10
A1.3	ISO 9001/ ISO 14001 certified	5
A1.4	CMM level	5
A1.5	Hosting Facility	10

Notes:

I. Employer's certificate should be submitted substantiating the experience claimed by the firm.

II. Experience of private contractors or concessionaire would not be accepted

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

A1.1 Total marks assigned for Average Annual Turnover (last 3 years) from IT services : 10

Description	Turn Over (in crores)	Marks
Average Annual Turnover (last 3 years) from IT services	2	60% of Total marks assigned
Average Annual Turnover (last 3 years) from IT services	6	100% of Total marks assigned

A1.2 Total marks assigned for Number of years of operation in India : 10

Description	Years	Marks
Number of years of operation in India	3	6
Number of years of operation in India	5 or more	10

Note :- For Number of years of operation in India less than 3 years marks would be awarded Zero.

A1.3 Total marks assigned for ISO 9001/ ISO 14001 certified : 5

Marks for ISO 9001/ ISO 14001 certification - 5

A1.4 Total marks assigned for CMM level: 5

Description	Level	Marks
CMM Level	2	2
CMM Level	5	5

Note :- For CMM level less than Two marks would be awarded Zero.

A1.5 Total marks assigned for Hosting Facility: 10

Description	Level	Marks
A1.5.1	ISO/IEC 27001 certified	5
A1.5.2	Data Centre Availability for last 3 years	5
Total		10

A1.5.1 Marks for ISO 9001/ ISO 14001 certification - 5

A1.5.2 Marks for Data Centre availability for last 3 years.- 5

Description	Sub Head	Marks
Data Centre availability	Three 9s	1
	5 or more 9s	5

Note :- For Data Centre availability less than Three 9s would be awarded Zero.

2. SUB CRITERIA 'A2' FOR PROJECT EXPERIENCE.

S. No.	Description	Marks
A2.1	Number of Cloud based SaaS Assignments done having 50+ active users	20
A2.2	Other Eligible Assignments as per 3.1.3	20
	Total	40

A2.1 Total marks assigned for Number of Cloud based SaaS Assignments **: 20**

Description	Marks
One Project	12
Three or more Project	20

A2.2 Total marks assigned for Other Eligible Assignments as per 3.1.3 : 20

Description	Marks
One Eligible Assignment as per 3.1.3	4
Five or more Eligible Assignment as per 3.1.3	20

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

S.No	Key personnel for the Assignment	Points assigned
1.	Program Manager (One)	6
2	Support Engineer (Two)	2x2 = 4
Total		**10**

Note:- Total 6 marks for one staff position of Program Manager and 4 marks for two Two staff positions of Support Engineers shall be weighted to Total 10 marks, during technical evaluation.

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	Essential Educational Qualification		**25**
2	Relevant Experience and Adequacy for the Project		**60**
	(i) Total Professional experience	15 (max)	
	(ii) Experience in relevant assignment	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	
4	Power Presentation by the Team before the Authority		**10**
	Total		**100**

4. SUB CRITERIA 'A4' FOR PROPOSED SOLUTIONS: 5

S.No	Description	Marks assigned
1.	Proposed methodology	1
2	Technical approach	1
3	Management approach	1
4	Infrastructure	1
5	Conformity with TOR	1
Total		**5**

Note:

1. The assignment of marks for the proposals under sub criteria A1,A2 A3, A4 & A5 for Company Credentials, Project Experience, Key personnel & Project Solutions respectively, between maximum marks and the lowest marks would be prorated.
2. The technical proposal and every key personnel should score at least 80 points to be considered responsive for financial evaluation.

3.1.3. Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, the following IT projects shall be deemed as eligible assignments (the "Eligible Assignments"):

- Cloud based project implementation for any central/state/local self government or any central/state government owned/funded/subsidiary agency in India.
- Project executed on SaaS model for any central/state/local self government or any central/state government owned/funded/subsidiary agency in India.
- Web / GIS based project monitoring system for any central/state/local self government or any central/state government owned/funded/subsidiary agency in India.
- Roads and other infrastructure project management system for any central/state/local self government or any central/state government owned/funded/subsidiary agency in India.

Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to PDD, received professional fees of at least Rs. 20 (twenty) lakh for such assignment.

3.2. SHORT-LISTING OF APPLICANTS

All Applicants having technical score of 80 or more shall be pre-qualified and shortlisted for financial evaluation in the second stage.

3.3. EVALUATION OF FINANCIAL PROPOSAL & FINAL EVALUATION

3.3.1. The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Selected Applicant.

3.3.2. For financial evaluation, the yearly cost quoted in the Financial Proposal, excluding Additional Costs (if any), will be considered.

3.3.3. For evaluation purpose the cost quoted by the Applicant for Year 1 shall be taken as it is but the cost for subsequent years will be considered using the discounting method, at 10% discount for each year. Discounted cost for all five years will be calculated as per following table:

Year	Applicant's quoted cost for the year	Formula for calculating discounted cost	Discounted Cost considered for Financial evaluation
Year 1	C1	C1	C1
Year 2	C2	C2 / 1.1	0.91 C2
Year 3	C3	C3 / (1.1 x 1.1)	0.83 C3
Year 4	C4	C4 / (1.1 x 1.1 x 1.1)	0.75 C4
Year 5	C5	C5 / (1.1 x 1.1 x 1.1 x 1.1)	0.68 C5

Total cost (TC) considered for Financial Evaluation will thus be the sum of discounted cost of all five years.

TC = C1 + 0.91 C2 + 0.83 C3 + 0.75 C4 + 0.68 C5

3.4 Out of all the Applicants shortlisted in Technical evaluation, the one offering the least cost total cost (L1) will be selected. The second ranked Applicant (L2) shall be kept in reserve.

4. FRAUD AND CORRUPT PRACTICES

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

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

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

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

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

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

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

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

5. PRE-PROPOSAL CONFERENCE

5.1. Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only Applicant or one of their representatives shall be allowed to participate in the Pre- Proposal Conference on production of an authority letter from the Applicant.

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

6. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

6.6. Any Dispute Arising Out of The Contract Agreement, Which Cannot Be Amicably Settled Between The Client and bidder Shall Be Referred To Adjudication / Arbitration subjected to Raipur, Chhattisgarh Jurisdiction. In case of appointment of the Arbitrator to settle the dispute, it shall be done with the joint consent of the Client and bidder.

SCHEDULE 1: TERMS OF REFERENCE

1. GENERAL

1.1. Chhattisgarh Road Development Corporation has around 2200 Km of roads in the state comprising of State Highways, and Major District Roads and Other Roads. In addition CGRDC is engaged in construction of other infrastructures like Integrated Border Check Posts etc

1.2. CGRDC Projects, spread over whole of Chhattisgarh are managed from CGRDC Head Office (HO) at Raipur and its Divisions.

1.3. CGRDC invites proposals to engage an agency to provide SaaS based solution for managing its projects.

1.4. The Project Monitoring System will be used by multiple users across diverse location where users will be required to do data entry, access the captured information / data / documents / photos and other project details.

1.5. The system should be built using contemporary technologies and must conform to high standards of quality and availability.

2. OBJECTIVE

2.1. To develop the integrated project management system and capture data about the various projects that are completed, in progress or proposed.

2.2. Based on the information captured, various analysis to be performed and reports generated.

2.3. Geo-Spatial data of projects needs to be made available on the GIS map being provided by the authority.

2.4. Service Oriented architecture for enabling the data to be made available to external agencies when required. (e.g.: Road Blocks on highways due to construction work)

2.5. Procure a web & mobile based system which is highly reliable and available round the clock for efficient project monitoring.

3. SCOPE OF SERVICES

3.1. To assess CGRDC's requirements relating to project management using a SaaS model.

3.2. To develop/customize a web/mobile based system as per Functional Requirement Specification document (Schedule 3) and integrate it with other systems.

3.3. To host and maintain project management system. This contract shall be for five years, with automatic renewals every year unless terminated.

3.4. To fix bugs and implement enhancements in the system. Enhancements up to 2 person months must be included in the quoted price. Enhancements requested over and above this limit will qualify as additional scope of work.

3.5. To provide support services e.g.: helpdesk, incident management and data rectification.

3.6. To train and assist CGRDC staff on effective usage of the system.

3.7. To import/enter data for existing and completed projects. Vendor will be provided data / files

in existing formats i.e. word, pdf, excel, ppt or scanned docs. Vendor will convert to required format for vendor's search system.

4. DELIVERABLES

4.1. Stage wise Project deliverables are listed as below:

S No.	Stage	Deliverables
1	SRS (Software Requirement Specification)	1. SRS Document 2. Architecture Document 3. Project Management Plan
2	Software Development/Customizations	1. Design Document 2. Testing strategy, test plan and test cases 3. Interface document 4. Data Model and Data Dictionary
3	System testing and acceptance	1. Test Results 2. Implementation plan 3. Training plan
4	Pilot run	1. Web based application 2. Help Files 3. User's Manual
5	Go live	1. Web and mobile applications 2. Deployment Architecture 3. Support & Maintenance Plan 4. Business Continuity Plan (BCP) 5. Disaster Recovery (DR) plan 6. Change Management Document 7. Configuration Management Document 8. STQC Compliance Certificate 9. Exit plan and handover mechanism

4.2. All the document deliverables must be provided in soft copy. Two hard copy of final deliverable is to be submitted for records.

4.3. The vendor will also provide a cloud based repository where latest and up to date versions of all the documents are available at all times.

4.4. The documents must be prepared following industry standard templates. The templates must be approved by CGRDC prior to start of the project.

4.5. Process for accepting deliverables

4.5.1. Once a deliverable is submitted, CGRDC will review the document and provide written comments to the vendor within ten business days.

4.5.2. Upon receipt of the comments, the vendor has five business days to address the comments.

4.5.3. Upon delivery of the revised document, which addressed comments, the appropriate signatures from CGRDC authority should be obtained.

4.5.4. The deliverable will be considered accepted only once CGRDC authority signatures have been obtained. No deliverable will be considered accepted and complete until the appropriate CGRDC authority signatures have been obtained.

5. OTHER REQUIREMENTS

5.1 APPLICATION AND DATA RELATED

5.1.1. The application software should have the facility of tracking contractor-wise performance, should be able to monitor progress/performance of the all listed Concessionaires/Contractors/Selected Applicant and should be able to provide details of their running bills and the release of payments against those bills.

5.1.2. User interface must be easy to use and mobile device friendly.

5.1.3. The System must have the feature of alert generation for project delays, data entry deficiency, payment delays etc.

5.1.4. There should be provision to display projects' information for the public if required by the Client.

5.1.5. The mobile application should have provision to work in an offline mode if there is no network connectivity. At a later stage when the mobile device reaches zone where connectivity exists then it should be able to synchronize with the server database.

5.1.6. The application should comply with GIGW and other Govt. regulation and guidelines and incorporate changes as they happen in future in Govt. Regulations and guidelines.

5.1.7. The application / website must be STQC (Standardisation, Testing &Quality Certification) compliant.

5.1.8. The application so implemented should work in S-a-a-S (Software-as-a-Service) model and all updates / upgrades and versions to be provided free of cost during the currency of the agreement.

5.1.9. System should support on-line backup mechanism of the captured data. In addition the vendor shall provide source code of the cloud based application and data to CGRDC as and when required by CGRDC.

5.1.10. There should be administration module wherein different users or group users, having various rights and privileges as defined by administrator, can be created, deleted or amended. Only role based access to different users should be permitted.

5.1.11. It should be possible to automatically generate reports for various activities like delayed projects, Work-in-Progress projects, completed projects or where the work has not been started by the contractor.

5.1.12. The software must have in-built provision to take data back-up on the regular basis.

5.2. INTELLECTUAL PROPERTY RIGHTS

5.2.1. The documents created during the course of this project, source codes of the customized software, and IPR related to this project and its scope of work vests solely with the CGRDC. However if any proprietary off-the-shelf products are used for proposed solution, the IPR of these products will remain with the manufacturer. The software (except third party software), data, hardware, networking equipment, manual, CDs, Drivers, Training material etc. will be the exclusive property of CGRDC after it is successfully tested and implemented. The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights. The supplier has to make sure that all the source codes of the customized software, documentation, design, licenses etc. has to be should be given to the CGRDC.

5.3. HOSTING REQUIREMENTS

5.3.1 Vendor should explicitly state if the infrastructure used to host the software is owned by the vendor or contracted to a third party.If the data is stored in the shared environment, the Vendor should explain how the data is segregated from other subscribers.

5.3.2 The server, system software, Operating System including the database etc. shall be provided by the vendor. Server must be located in India and must comply with necessary security guidelines issued by Govt. of India from time to time.

5.3.3 Data centre hosting the servers should be eligible for hosting Govt. Data and must hold a valid ISO 27001:2005 certification.

5.3.4 At no stage the primary or secondary data moves out of geographic boundaries of India.

5.3.5. The hosting Service Provider possesses state-of-the art multi-tier security infrastructure
as well as devices such as firewall and intrusion prevention system.All possible secure measures have been taken to prevent defacement/ hacking of the website and the Department has been contingency plan in place for situation like these.

5.3.6 The data centre should have five 9s uptime, meaning they are available at least 99.999% of the time. The hosting Service Provider has redundant server infrastructure for high availability. Websites are accessible to the intended audience in an efficient and secure manner on24 x 7 basis.

5.3.7 Website Hosting Provider provides Helpdesk & Technical support on 24x7x 365 basis.

5.3.8. The hosting service provided performs regular backup of the web site.

5.3.9. The Hosting Service Provided has a Disaster Recovery (DR) Centre in a geographically distance location and a well-crafted DR plan for the website.

5.4. SERVICE LEVELS

5.4.1. The vendor must meet the established SLAs for each quarter. SLA Performance reports should be made available on a weekly/monthly/Quarterly basis either using an online mechanism or thru emails.

5.4.2. Uptime

5.4.2.1 The vendor has to ensure 99% uptime, calculated quarterly. The uptime calculation does not include planned maintenance time.

5.4.2.2 In case uptime drops below the threshold, a penalty will be applied. The level of penalty will be calculated depending on the number of hours for which the service was unavailable, minus the downtime permitted by the SLA.

5.4.2.3 Penalty per hour will be 1% of total quarterly payment. Uptime penalties in any quarter are capped at 50% of total quarterly payment.

5.4.3. Response time

5.4.3.1 Following average and maximum speeds must be delivered at medium bandwidth (1-10 Mbps)

Item	Average response time	Maximum response time
Web page load time	< 5 sec	< 8 sec
Search results list return	< 5 sec	< 10 sec
Record open from the search results	< 5 sec	< 8 sec

5.4.3.2 The response time should not deteriorate with load i.e. increase in number of projects, data or users. Vendor should upgrade server hardware, software and bandwidth in order to maintain the response times within limits.

5.4.4. Response time to support requests

5.4.4.1 Response times will be measured from the moment CGRDC submits a support request either thru phone or online portal. The company is deemed to have responded when it has replied to the request either in form of phone call or email to provide the solution or request for further information.

5.4.4.2 Severity levels are defined as follows:

Level	Description	Response time
Level 1	Critical/System Down Complete degradation – all users and critical functions affected. Item or service completely unavailable.	Within 1 hr
Level 2	Significant Impact Significant degradation – large number of users or critical functions affected.	Within 2 hr
Level 3	Normal/Minor impact Limited degradation – Limited number users or functions affected. Business processes can continue.	Within 4 hr
Level 4	Low/Informational Small degradation – few users or one user affected. Business processes can continue.	Within 1 business day

5.4.4.4 Response time apply during standard working hours (9 am – 5:30 pm) only.

5.4.4.4 If the vendor fails to meet the guaranteed response time, a penalty will be applied. The level of penalty will be calculated depending on number of hours by which the vendor missed the response time minus the downtime permitted by SLA.Penalty per hour will be 1% of total quarterly payment.

5.4.4.5 Response time penalties in any quarter are capped at 50% of total quarterly payment.

5.4.5. Resolution **times**

5.4.5.1 Resolution times will be measured from the moment the Company/firm/consortium has responded to the request to the time it provides the resolution and closes the request.

5.4.5.2 Resolution times are defined as:

Level	Description	Resolution time
Level 1	Critical/System Down Complete degradation – all users and critical functions affected. Item or service completely unavailable.	Within 8hr
Level 2	Significant Impact Significant degradation – large number of users or critical functions affected.	Within 1 business day
Level 3	Normal/Minor impact Limited degradation – Limited number users or functions affected. Business processes can continue.	Within 5 business days
Level 4	Low/Informational Small degradation – few users or one user affected. Business processes can continue.	Within 15 business days

5.4.5.3 Resolution time applies during standard working hours (9 am – 5:30 pm) only.

5.4.5.4 If the vendor fails to meet the guaranteed resolution time, a penalty will be applied. The level of penalty will be calculated depending on number of hours by which the vendor missed the response time minus the downtime permitted by SLA.Penalty per hour will be 1% of total quarterly payment.

5.4.5.5 Resolution time penalties in any quarter are capped at 50% of total quarterly payment.

5.4.5.6 Total sum of all the penalties in any quarter are capped at 50% of total quarterly payment.

5.4.5.7 Summaries of user activity must be provided to CGRDC on a monthly basis, including number of searches and number of project records accessed; user devices and browsers; entry and exit points. Search logs showing content of searches by date range must be made available on request.

5.4.5.8 Vendor must have supporting SLAs with their partners and service providers. Agency to clearly describe activities, responsibilities and SLAs of each actor / agency / partner / service provider that is engaged in delivering their cloud environment.

5.4.5.8.1 Vendor will seek CGRDC's permission before relocating data to a different location and / or provider.

5.4.5.8.2 Within two weeks of change in service provider and / or location of data, the vendor will submit the details of new service provider and / or location along with compliance certificates.

5.4.5.9. Detailed SLAs encompassing the SLA, measurement period, financial penalty, and incentives will be mutually agreed upon during the all aspects will be worked upon with the chosen vendor at the time of finalization of Contract.

5.4.5.10. If the vendor fails to meet SLAs described consistently for 2 quarters CGRDC reserves the right to terminate the entire contract.

5.4.5.11. Exit plan

5.4.5.11.1 Within 2 weeks of the decision to exit, the Vendor, in consultation with CGRDC will submit a detailed transition plan for handover.

5.4.5.11.2 During the transition period the Vendor will extend full cooperation to the new Vendor & CGRDC staff and ensure that business continuity is maintained and SLAs are adhered to.

The Vendor will extract and hand over all the data, documents, files, any hardware / software / license owned by CGRDC.

Vendor will ensure that all CGRDC data is maintained for 3 months after the transition process is successfully completed and then be completely removed from its environment immediately after. CGRDC must receive written confirmation from the Vendor within 2 weeks after completion of 3 months that all the data has been completely removed.

6 TIME AND PAYMENTS SCHEDULE.

Project Milestones

S No.	Stage	Timelines (from the date of signing the agreement)
1	SRS (Software Requirement Specification)	45 days
2	Software Development/Customizations	105 days
3	System testing and acceptance	120 days
4	Pilot run	135 days
5	Go live	165 days

Payments will start from the day of Go Live and quarterly payments thenceforth will be made. Quarterly payment amount will be calculated as per following:

Quarterly Payment = (Applicant's Quoted Cost for the year / 4) – Deductions as per provision including Penalty deducted

A certificate from Competent Authority, CGRDC has to be attached along with the bill mentioning following:

Total number of active projects and users. Active projects are real world projects having a valid project status as per Functional Requirement Specification document. Projects created for Test/Training purposes and / or by mistake will also have to be mentioned.

SLA compliance (Total compliance percentage, Penalty amount)

7 MEETINGS

The vendor to submit project progress and performance reports every two weeks. CGRDC may review with the Vendor, any or all of the project documents and status, in meetings and conferences which will be held in Raipur at the Authority's office.

8 PROJECT TEAM

The Vendor shall form a multi-disciplinary team (the "Project Team") for undertaking this assignment. The Key Personnel whose experience and responsibilities are briefly described herein would be considered for evaluation of the Technical Proposal.

9 REPORTING

The vendor will work closely with the Authority. The Authority will establish a Working Group (the "WG") to enable conduct of this assignment. A designated Project Director of the Authority will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the vendor's outputs, facilitating discussions, and ensuring required reactions and responses to the vendor.

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

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

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

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

SCHEDULE 2: GUIDANCE NOTE ON CONFLICT OF INTEREST

(See Clause 2.3.3)

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

2. Selected Applicant 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 Selected Applicant should avoid both actual and perceived conflict of interest.

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

(a) Authority and Selected Applicant:

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

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

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

(b) Selected Applicant and concessionaires/contractors:

(i) No Selected Applicant 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 Selected Applicant should be involved in owning or operating entities resulting from the project; or

(iii) no Selected Applicant 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 Selected Applicant. 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 Selected Applicant become aware of them.

5. Another form of conflict of interest called "scope–creep" arises when Selected Applicant 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 Selected Applicant. 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 Selected Applicant to extend the length of their assignment.

6. Every project contains potential conflicts of interest. Selected Applicant 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.

SCHEDULE 3: FUNCTIONAL REQUIREMENT SPECIFICATIONS

Functional Requirement Specifications

For

Integrated Project Management System (IPMS)

For

Chhattisgarh Road Development Corporation Limited

TABLE OF CONTENTS

List of abbreviations **4**
About CGRDC **5**
Projects at CGRDC **6**
Number of projects 7
Projects - Basic details **8**
Project People **11**
Project Approvals **12**
Project Documents **13**
Project Geography **15**
Project Tenders **16**
Tender works 17
Scope of project **18**
BOQ – Bill of quantities 18
Change in scope of work 19
Project Progress **20**
Project Issues **22**
Project Billing **23**
Bills processing 23
Request for Inspection 24
Inspection Report 24
Measurement Book 25
Construction related Bill 26
Work flow for Online MB 26
Work flow for Offline MB 26
Project Maintenance **28**
Punch List 28
Zonal Contract 29
List of Masters **31**
External Interfaces **36**
Integration with GIS Maps **37**
Reports **38**
Users **39**
Security **40**
List of Tables & Figures

Table 1: CGRDC Sections 6
Table 2: Project Basic Details 8
Table 3: Project People 11
Table 4: Project Approvals 12
Table 5: Project Documents 13
Table 6: Project Geography 15
Table 7: Project Locations 15
Table 8: Project Tenders 16
Table 9: Tender Works 17
Table 10: Project Scope 18
Table 11: Bill of Quantities 18
Table 12: Layer wise progress 20
Table 13: Project Progress Parameters 20
Table 14: Project Issues 22
Table 15: Request for Inspection 24
Table 16: Inspection Report 24
Table 17: Inspection Details 25
Table 18: Measurement Book 25
Table 19: Bills based on MB 26
Table 20: Other Bills 26
Table 21: Punch List 28
Table 22: Zonal Contracts 29
Table 23: Districts Master 31
Table 24: Cities Master 31
Table 25: Towns Master 31
Table 26: Blocks Master 31
Table 27: Tehsil Master 31
Table 28: Villages Master 32
Table 29: Parliamentary Constituencies Master 32
Table 30: Assembly Constituencies Master 32
Table 31: Roads Master 32
Table 32: Agencies Master 33
Table 33: Contacts Master 33
Table 34: EFA Loans 34
Table 35: EFA Loan Packages 34
Table 36: CGRDC Divisions 34
Table 37: Employees Master 35

Figure 1 - Projects @ CGRDC 6
Figure 2 - Bill Preparation 24
Figure 3 - Project Maintenance 28

List of abbreviations

Abbreviatio	Full form
ADB	Asian Development Bank
AE	Authority Engineer
AGM	Assistant General Manager
BBD test	Benkelman Beam Deflection
BOQ	Bill of quantities
BOT	Build Operate and Transfer
BOT (A)	BOT project under annuity scheme
BOT (T)	BOT project under toll scheme
BOT (T+A)	BOT project under toll and annuity scheme
CE	Chief Engineer
DGM	Deputy General Manager
DM	Divisional Manager
DPR	Detailed Project Report
EMD	Earnest Money Deposit
EPC	Engineering Procurement and Construction
FOB	Foot over bridge
GIS	Geographic Information System
GM	General Manager
HO	Head Office alias for CGRDC Head Office at Raipur
IE	Independent Engineer
INR	Indian Rupees
IRC	Indian Roads Congress
JICA	Japan International Cooperation Agency
LA	Land Acquisition
LOA	Letter of Acceptance
MB	Measurement Book
MDR	Major District Road
MLA	Member of Legislative Assembly
MoRTH	Ministry of Road Transport & Highways
MOW	Minor original work
MP	Member of Parliament
NH	National Highway
NHDP	National Highways Development Project
NIT	Notice inviting tender
OMT	Operate Maintain and Transfer
PPP	Public Private Partnership
PPTA	Project Preparation Technical Assistant
RFI	Request for Inspection
ROB	Railway Over Bridge
ROB	Railway over bridge
SH	State Highway
SHF	State Highway Fund
SLEC	State level empowered Committee
SOR	Schedule of rates
SQC	Supervision & Quality Control
UOM	Unit of measure

Integrated Project Management System (IPMS) for CGRDC

Chhattisgarh Road Development Corporation Limited is looking to develop a web & mobile based integrated system for tracking and managing its projects. This document outlines the functional requirements to be served by the Integrated Project Management System (IPMS).

IPMS, a web based system, will be available to users at HO, divisions and field staff for data entry and report generation. The software system has to be built on adaptive framework so that it can work seamlessly on mobile devices and desktop / laptop computers.

About CGRDC

Chhattisgarh Road Development Corporation Limited was incorporated as wholly owned State Govt. Company under Companies Act 2013, in 2014. CGRDC has the mandate to develop, regulate and maintain highways with focus on Public Private Partnerships (PPP). In addition to roads, CGRDC also manages other infrastructure projects like Integrated Border Check Posts (IBCP).

Its head office, headed by Managing Director, is located at 3rd Floor, Sirpur Bhawan Campus, Behind Akashwani, Civil Lines, Raipur (C.G.) - 492001.

Head Office are equipped with computers, printers, fax / scanner connected over local LANs. Internet connectivity is available at HO and is used for accessing emails, file transfers, managing website and other applications.

Projects at CGRDC

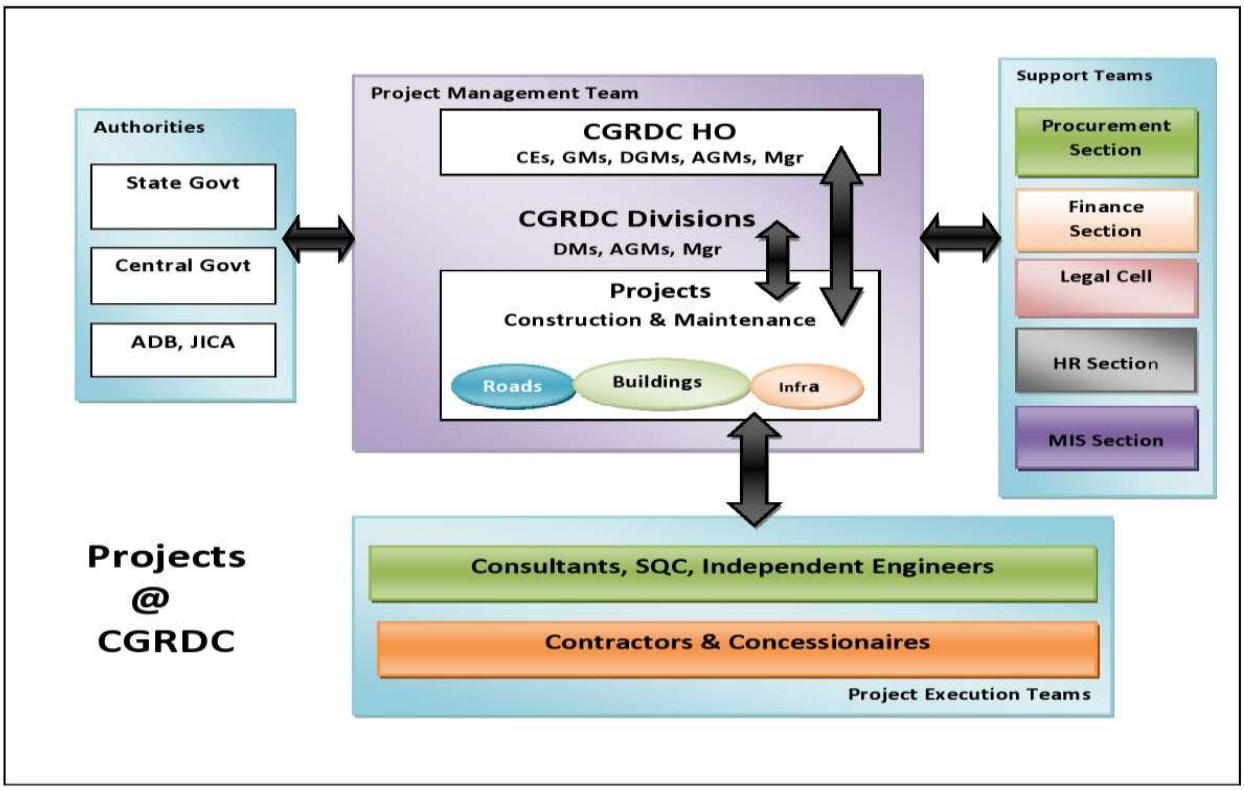


Figure 1 - Projects @ CGRDC

Projects are executed following the standard methodology suggested by MoRTH, IRC guidelines and IS specifications. Files based workflow is suitably supported by computer based documents. The progress in these projects shall be received from divisions and project sites on a regular basis over emails and phone. The data shall be consolidated using MS Excel based system which in turn is used to generate various MIS and statutory reports.

Managing information in this type of system shall be tedious and requires significant efforts over and above the regular process. An integrated system IPMS is required which will become inherent part of project management workflow.

Projects at CGRDC primarily relate to roads including, State highways, Major district roads and other roads. In addition there are other projects like, border check posts, etc.

CGRDC Projects, spread over whole of Chhattisgarh.

Table 1: CGRDC Sections

Section	Type of work
BOT	SH and MDR roads under various BOT & EPC models
MDR, OMT and Maintenance	MDR roads under BOT & EPC models, Roads under OMT model, Roads under maintenance
ADB & Regular Contracts	Roads under various ADB/ other financial institution schemes, Works under regular contracts, works under SHF scheme
Building Works	Buildings and other infrastructure projects

In addition following sections frequently communicate with above regarding projects:

Finance Section – regarding financial closures for the project, billing and payments

Procurement Section – regarding floating tenders and selection of agencies for project procurements. CG Govt. eProcurement portal shall be used for all online tenders.

HR Section – Handles people related matters including recruitment (contractual, deputation, permanent), increment, promotions, remunerations

Legal Cell – handles all legal matters including land acquisition and court cases.

MIS Section – consolidates the data from divisions and generates reports

These projects are executed largely under Public Private Partnership models like BOT (Toll, Annuity, Toll + Annuity, Deemed Shadow, EPC), OMT. Other projects are executed using State funding or External funding agencies like ADB, JICA etc.

Projects at CGRDC have significant participation from external agencies like vendors, contractors, consultants and concessionaires. Milestone based project tracking is the main cornerstone of project monitoring at CGRDC. At each stage of the project various documents are involved and approvals from internal and external teams is taken.

Number of projects

CGRDC has in hand completed around 61 roads projects and are under various stages of development.

Projects - Basic details

Table 2: Project Basic Details

Attribute	Description
Project Code	An alphanumeric code used to identify the project uniquely
Project Name	Short name for project, used for identification in discussions and reports. Max 50 characters.
Project Descript	Detailed description of the project including its name and salient features of the project. Max 256 characters

Status	Stage of the project.
	• **Identification** – the project gets identified, the funding method, specifications, kind of approvals required, obtaining technical and administrative approvals
	  o **Cancelled** – project gets cancelled in case necessary approvals are not possible.
	• **Initiation** – high level clarity exists about the project and decision to go-ahead with project has been taken. Procurement process for hiring contractor, consultants, and concessionaire is undergoing.
	• **Ongoing** – project has the necessary approvals and execution agencies are finalized and now the project is being developed.
	  o **Terminated** – the project is terminated and further work is either deleted or new agency being fixed.
	• **Maintenance**– all the development work is complete in the project and no further work is happening. If a separate project is not spawned then the road is under CGRDC maintenance.

Sub Status	

Status	Sub Status
Identification	**Proposal stage** – initial project proposal is being prepared or submitted **DPR stage**–Detailed project proposal is being done. Includes identification of DPR consultant, DPR in progress, DPR submission& approval. **Technical sanction** – technical sanction being obtained from one or more agencies **Administrative approval** – administrative approval being obtained from one or more agencies. **Cancelled** – In case necessary approvals are not possible, the project stands cancelled.

	Initiation	**Procurement stage** – tenders for contractor / concessionaire, SQC, Independent Authority engineer is being prepared or under process. **Contract stage** – various agencies are identified and the contracts / concessionaire agreements are being worked upon. Activities like LOA, LOA confirmation, agreement signing, financial closure, appointment date happen in this stage.	
	Ongoing	**Work in progress** – activities like construction, development, inspection, and billing are happening. **Completed** – provisional completion certificate is issued, punch list is being worked upon and defect liability period is underway. **Work Stalled** – if the work is stalled due to some reason (e.g. land acquisition). Generally the stage before termination when the notice is being served. **Terminated** – in case the contractor / concessionaire is not able to proceed with further construction / development, the contract gets terminated.	
	Maintenance	**Ongoing maintenance** – activities like ordinary maintenance, periodical repairs and special repairs is going on. **Maintenance stalled** – if for some reason maintenance work is not happening.	
Recommended by	Projects, many a times, happen as a result of recommendations. The text field contains the person or body recommending the project. Example Elected or nominated persons, authority-initiated, MLA, MP, Chief Minister etc.		
Road	The road on which the project is taking place. Refers to a road from master list of roads from Unified Road System.		
Tags	Various meta tags associated with the projects. These tags will be used in searches and reports. E.g. CM 100 day, Vision 2018, Important, SInghasth etc.		

Project Type	If the project relates to a road or a building. Possible values: • Road • Building • Bridge / ROB / FOB • Other infrastructure
Financial Model	Type of Financial model for the project. • BOT (Toll) • BOT (Toll + Annuity)
	• BOT (Annuity) • BOT (Deemed Shadow) • OMT • EPC • External Agency (ADB, JICA etc.) • State Budget
Length	Length of road. Not applicable for Buildings projects.
Cost	Cost of the project in INR
DPR Length	Length of road as per DPR. Not applicable for Buildings projects.
DPR Cost	Cost of the project in INR as per DPR
AA Length	Length of road as per Administrative Approval. Not applicable for Buildings projects.
AA Cost	Cost of the project in INR as per Administrative Approval
Length Completed	Overall physical progress to date. Length of Bituminous Top (BT) up to DBM.
Expenses to	Overall financial progress to date
Scheduled Completion	The date by which the project is scheduled to be completed
Likely Completion	The date by which the project is likely to be completed. It may be different than scheduled completion date.

Use Cases

1. Create project code with core details
2. Update project details
3. Change status and sub-status of the project
4. Select projects and update tags
5. Update project progress for one, a set or all projects

Business rules and constraints

Project status can be changed only as per the progression explained above. Checks have to be performed to ensure that the all the necessary fields are populated. For example an 'identified' project has to be first moved to 'initiated' status and it cannot be move to 'Ongoing' status directly. It.

Project People

Maintain the list of people associated with the project. Persons within CGRDC and external can be associated with the project.

Table 3: Project People

Attribute	Description
Person ID	Unique identifier for a person
Contact ID	Contact ID for the person. Ref Contacts table
Role	Role of the person in association with the project
Status	Whether the person is active, disabled, inactive
Expiry date	Date till when the person and association remains active

Use cases

1. Associate CGRDC employees with the project and assign them a role.
2. Associate external organization people with the project and assign them a role
    a. DPR Consultant
    b. Independent Engineer / SQC / Consultant / Authority Engineer
    c. Contractor / Concessionaire
    d. External Organizations like ADB

Business rules & Constraints

Verification has to be done while associating people with the project whether they belong to the organization and are still active i.e. have not left the organization, retired or terminated. Also the role in the project should be commensurate to their designation e.g. an approving authority at CGRDC has to be a person at Chief Engineer level.

Project Approvals

Projects undergo various internal and external approvals during whole life cycle. In addition, if CGRDC grants access permission for Fuel Stations, Private properties, Rest Area Complexes and such other facilities along the State Highways / MDR. Such requests for permissions must be submitted thru website along with scanned documents.

Table 4: Project Approvals

Attribute	Description
Approval Type	Type of approval • Initial approval • Detailed Project Report • Technical Sanction • Administrative approval • Change of scope • Bill • Provisional Completion • Project Completion • Access permission
Approved By	Approving authority or agency e.g. State Govt, Central Govt, SLEC, ADB
File Number	File number sent for approval
Date Sent	Date when the file was sent for approval
Mode sent	Mode thru which the file is sent e.g. physical file, email, submission on org site etc.
Sent to whom	Person to whom the file is sent for approval e.g. Chief Secretary, Chief Minister etc.
Document ID	The document which has been sent. Ref to Documents table.
File received on	Date on which the file was received back
Approval status	Status of approval i.e. Approved, rejected, forwarded, Under consideration
Approval Code	Approval Code in case approval or rejection is of multiple types or is associated with further riders. E.g. MPSRP III
Approval Date	Date on which the approval is granted
Approved Document	The document has been received as an outcome of approval process. Ref to Documents table.
Remarks	Remarks associated with the approval / rejection

Use Cases

1. Send the project file for seeking approval
2. Update approval status with the outcome
3. Submit permission request using website
4. Approve permission requests and generate digitally signed certificate

Business rules and constraints

The type of approval being sought has to be commensurate with the status of the project.

Project Documents

Multiple documents are prepared during the life cycle of the project.

Table 5: Project Documents

Attribute	Description
Document ID	Internal ID uniquely identifying the document
Document Type	Refers to a master list of document types.

Document	Type	Document Type Description
AAPP		Administrative Approval
ACCP		Access Permission for Petrol Pump etc
ACCR		Accident report
BBDT		BBD Test report
BILL		Bill
COMP		Completion Certificate
COAG		Contract Agreement
CSCP		Change of scope proposal
DPR		Detailed Project Report
FBID		Financial Bid
FMOD		Financial Model
FNBS		Financial statement Balance Sheet
FNPL		Financial statement Profit and Loss
FNSU		Tender Financial Comparison
LOA		Letter of Award
LOAA		LOA acceptance or confirmation
PCRT		Performance Certificate
PEXT		Project Extension
PNCH		Punch List
PPSL		Project Proposal Document
PROC		Provisional Completion Certificate
RINV		Road Inventory
RSUR		Roughness Survey report (Bump Integrator Test)
SADT		Safety Audit report
TBDS		Tender bid summary
TBID		Technical Bid
TKSU		Tender Technical Comparison
TNAD		Addendum to a tender
TNCD		Corrigendum to a tender
TNDR		Tender Document
TSAN		Technical Sanction
WO		Work Order
WOSL		Work Schedule or Work Program

Document Name	Name of the document e.g. Contract for SQC
File Type	Whether word document, excel sheet, PDF, image, mpp etc.
File Name	Name and path of the file
Scanned file	Name and path of scanned copy of actual document
Created on	Date on which the document was first entered into the system

Last modified on	Date on which the document was last modified on
Hash value	Hash value of the file

Use Cases

1. Add a project document
2. Update a project document
3. Delete a project document

Business rules and Constraints

Verification is to be done that the type of document that is being added is commensurate as per the project status. For example Provisional Completion Certificate cannot be added to a project that is still under 'Initiated' status.

A log has to be maintained every time the document is updated using an internal version number. By default document having the highest version number is displayed.

Deletion of document is notional i.e. the document once added cannot be purged. Deleted document is not displayed but all its details remain in the database.

Project Geography

Projects at CGRDC refer to either a curve or point on a map. In addition multiple data points are captured to associate the project with a given geography.

General attributes: A project may be associated with one or more districts, cities etc.

Table 6: Project Geography

Attribute	Description
State	State in which the project is executed, mostly Chhattisgarh.
Division	CGRDC Division associated with the project
Districts	One or more districts associated with the project
Cities	One or more cities associated with the project
Towns	One or more towns associated with the project
Blocks	One or more blocks associated with the project
Villages	One or more villages associated with the project
Parliament Constituenc	One or more parliament constituencies associated with the project
Assembly Constituenc	One or more assembly constituencies associated with the project

Specific project locations: Generally for a building projects only one point is sufficient on map while road projects have to be represented by curve(s). The curve is denoted by starting and end points.

Table 7: Project Locations

Attribute	Description
Point or segment	Whether it is point location or a segment
From Chainage	Starting Chainage of the point
From KM Stone	Starting KM Stone of the point

From Village	Starting Village of the point
From Longitude	Starting Longitude of the point
From Latitude	Starting Latitude of the point
To Chainage	Ending Chainage of the point
To KM Stone	Ending KM Stone of the point
To Village	Ending Village of the point
To Longitude	Ending Longitude of the point
To Latitude	Ending Latitude of the point

Use Cases

1. Specify general location for the project.
2. Specify specific project point(s) on the map.
3. Synchronize the project geography with the map.

Business Rules and Constraints

Project general location specified has to be verified with the GIS map. In case the location is incorrect it should be highlighted with a different colour and user is prompted to correct. The user can correct it by typing different coordinates or use the GIS map image to auto-correct.

Project Tenders

At various stages of the project different agencies are engaged through tender process. Actual tender and bid submission process is done thru eProcurement portal but the IPMS will be used to capture pre and post tender details.

Table 8: Project Tenders

Attribute	**Description**
Tender ID	Unique identification for the tender.
Name of work	Short description of work included in tender
Tender Type	**Tender Type Code** / **Tender Type Description** **DPR** – Tender for DPR Consultant **CONT** – Tender for Contractor / Concessionaire **SCON** – Tender for Supervision Consultant /IE / AE
Tender Category	EOI, RFP, RFQ
Submission mode	Online, Manual or Mixed
Winning criteria	Least cost, Highest score
Publishing Date	Date of publishing the tender
Package Value INR	Total package value of the tender works in INR
EMD INR	Earnest Money Deposit in INR
Cost Bid Document	Cost of Bid document in INR
System No	Tender no in the eProcurement system
Tender Document ID	ID of tender document. Ref to documents master table.

Tender Status	Various status possible are • To be released • Published • Open i.e. bids are being received • Cancelled • Closed – under processing • Closed – awarded
Bid Summary Document	ID of bid summary document. Ref to documents master table
Technical Comparison ID	ID of technical comparison document. Ref to documents master table
Financial Comparison ID	ID of financial comparison document. Ref to documents master table
Winning agency	Agency ID of the winning bid. Ref to agency master list
LOA ID	Letter of acceptance ID
LOA Document ID	ID of LOA document. Ref Documents table
Agreement ID	Agreement ID
Agreement Document ID	ID of Agreement document. Ref Documents table
WO ID	Work Order ID
WO Document ID	ID of Work order document. Ref Documents table
Period of completion	Duration in which the work is to be completed
NIT Ref No	Tender notice number (Manual)
Tender Purchase Start	Date starting when the tender can be purchased
Tender Purchase End	Date till when the tender document can be purchased
Online bid	Date till when the online bid will be accepted.

date	
Physical submission date	Date till when physical submissions can be made
Pre Bid meeting date	Date and time of pre-bid meeting
Tech Bid opening date	Date of opening technical bid
Fin Bid opening date	Date of financial bid opening
Package Length KM	Total length of package
LOA Within days	Days within which the LOA has to be signed
Bid validity days	Number of days the bids should be valid
Agreement Signing Days	Number of days within which agreement should be signed
Defect Liability period	Defect liability period
Concession period	Duration of concession in months
Construction period	Duration of construction in months
Financial Closure Date	Date when financial closure is achieved
Appointment Date	Date of appointment
Corrigendum ID	ID of Corrigendum document. Ref Documents table
Addendum ID	ID of Addendum document. Ref Documents table

Tender works

A tender may include one or more than one works.

Table 9: Tender Works

Attribute	Description
Work ID	Unique identification for work
Name of work	Description of the work
Value of work	Value of the work in INR
Length of work	Length of work in KM
EMD INR	Earnest Money Deposit in INR
Cost of Bid Document	Cost of bid document in INR
Period of completion	Duration in which the work is to be completed
System No	Tender no in the eProcurement system

Use Cases

1. Initiate a tender with pre-tendering details
2. Update pre-tendering details of the tender
3. Add tender works for the tender
4. Update tender works for the tender
5. Update eProcurement details of the tender
6. Update post-tendering details of the tender

Business rules and Constraints

A tender can have one or more tender works.

Post-tendering details of only awarded tenders to be considered for project reporting purpose.

Scope of project

Scope of the project is clearly defined in the Contract document in form of works. Each work is further explained in terms of work items / BOQ.

Table 10: Project Scope

Attribute	Description
Work ID	Unique identification for work
Work name	Short description of the work
Work description	Detailed description of work
Total length	Length of work in KM
Total cost of work	Value of the work in INR
Status	Status of the work item e.g. in-progress, completed
Remarks	Remarks about the work
Total physical progress	Length / magnitude of work completed to date
Total financial progress	Expenses incurred to date

BOQ – Bill of quantities

Table 11: Bill of Quantities

Attribute	Description
Work item ID	Unique identifier for work item
Work Item Name	Short description of work item
Work Item Description	Description of item required for execution of the work
Work Item Type	Type of work item i.e. pre-construction, during construction, post construction
Unit of measure	Unit of measure for the work item
Rate	Rate of work item as per contract agreement
Quantity	Quantity of item as per DPR / Bid calculation
Amount	Estimated amount as per rate given in contract agreement
Remarks	Remarks about work item
Total physical progress	Length / magnitude of work completed to date
Total financial progress	Expenses incurred to date

Use Cases

1. Add work in scope for the project either manually or thru excel import
2. Update work(s) for a project
3. Add BOQ for a project work either manually or thru excel import
4. Update BOQ for a project work
5. Update progress of work(s) and work item(s)

Business rules and Constraints

A work or work item cannot be deleted if there is non-zero progress already recorded against it. Sum of total work item quantity or cost cannot be more than respective work quantity and cost.

Change in scope of work

Change in scope can result in either increase or decrease of work.

1. CGRDC issues a Change of Scope Notice to Contractor (optional)
2. Contractor submits a proposal for change in scope including break down of the quantities, unit rates and cost for different items of work
3. IE/IC/SQC Consultant verifies the change in scope
4. CGRDC approves / rejects the Change in scope. If approved CGRDC issues Change of Scope order.
5. Depending on the change, financial implication sheets and revised documents are prepared. This may include work schedule, design document, BOQ etc.

Project Progress

Project progress has two major components:

1. **Physical Progress** – in case of roads projects it is typically measured in the length of road built. However there may be other structures like bridges, culverts, utilities, toll plazas etc. also are required to be built for project completion. In case of building projects length has no significance and the progress is measured using buildings, floors completed.

A road project progress can be measured in terms of layers:

Table 12: Layer wise progress

Subgrade	**a compacted soil layer**
Flexible Pavement	
Subgrade	Subgrade
GSB	Granular sub-base
WMM	Wet Mix Macadam
BM	Bituminous Macadam
DBM	Dense Bituminous Macadam
SDBC	Semi dense Bituminous Concrete
BC	Bituminous Concrete
Rigid Pavement Layers	
GSB	Granular sub-base
DLC	Dry Lean Concrete
PQC	Pavement Quality Concrete
Structures	
HPC	Hume pipe culvert
Box Culvert	Box culverts are used to transmit water during brief runoff periods.
Slab Culvert	Box culverts upto 6m span, are used to transmit water during brief runoff periods.
Minor Bridge	Up to 6m to 30 m
Major Bridge	Above 30 m

Similarly a building project can have layers for plinth, linter, roof etc.

2. **Financial Progress** – this indicates the amount of money that has already been incurred on the project. For BOT projects the expenses made is obtained from the Concessionaire directly or thru the financial statements.

At the start of the project various parameters get decided under which the project progress is to be recorded.

Table 13: Project Progress Parameters

Attribute	Description
Project Code	Unique identifier for the project
Progress Parameter Code	Unique code of progress parameter
	Attribute / **Description** **Parameter Code** — Alphanumeric code e.g. GSB **Parameter name** — Name of parameter e.g. Granular sub-base **Applicable to** — Road, Building, All **Type** — Physical, Financial **UOM** — Unit of measure
Progress Parameter	Value
Start Date	Start date of duration for which the progress is recorded
End Date	End Date of duration for which the progress is recorded
Status	Submitted, Approved, Cancelled, Rejected
Related Images	Image file ID relating progress Ref Documents Table
Related Video	Video file ID relating progress Ref Documents Table

Use Cases

1. Define progress parameters for a project
2. Update (add / delete) progress parameter for a project
3. Submit progress for a project
4. Verify progress for a project
5. Approve the verified project progress

Business rules and Constraints

Total progress recorded cannot exceed more quantity or cost specified in project scope.

Project Issues

At times there are issues associated with the projects.

Table 14: Project Issues

<table>
<tr><th>Attribute</th><th>Description</th></tr>
<tr><td>Issue ID</td><td>Unique identifier for the issue</td></tr>
<tr><td>Issue Description</td><td>Detailed description of the issue</td></tr>
<tr><td>Issue Category</td><td>Category to which the issue belongs
<table>
<tr><th>Issue Category</th><th>Description</th></tr>
<tr><td>Policy</td><td>Issues related with policies or their interpretation or permission</td></tr>
<tr><td>Land</td><td>Issue relating land required for the project</td></tr>
<tr><td>Amicable settlement / Arbitration / Court Cases</td><td>Amicable settlement, arbitration or Court cases the outcome of which affects the project work</td></tr>
</table></td></tr>
<tr><td>Related Authority</td><td>State, Central Govt or any other statutory body</td></tr>
<tr><td>Related Department</td><td>Department within the related authority</td></tr>
<tr><td>Related person</td><td>Name of the person, designation and address</td></tr>
<tr><td>Related CGRDC</td><td>Name of the person, designation and address</td></tr>
<tr><td>File Number</td><td>Related file number</td></tr>
<tr><td>Letter Number</td><td>Letter reference number</td></tr>
<tr><td>Letter Date</td><td>Date of the letter</td></tr>
<tr><td>Status</td><td>Open, Resolved, Cancelled, Abandoned, Not to be followed up etc.</td></tr>
<tr><td>Remarks</td><td>A running text containing the progress in the matter in reverse chronological order. Most recent updates along with date and user id is displayed on top.</td></tr>
<tr><td>Last updated on</td><td>Date when the issue was last updated.</td></tr>
</table>

Use Cases

1. Add issues to the project either manually or thru excel file import
2. Update remarks for the issue

Business rules and Constraints

An issue once added to the system cannot be deleted.

Project Billing

Projects can be divided into three categories for billing purposes:

1. BOT Projects
2. EPC Projects
3. Project based on Item Rates

1. **BOT Projects:** BOT stands for Build, Operate and Transfer and is a popular model for executing PPP (Public Private Partnership) Projects. Various BOT sub-models that are used at CGRDC are as follows:
    a. BOT Toll
    b. BOT Toll + Annuity
    c. BOT Annuity

    BOT projects are milestone based projects i.e. payments are not directly related to quantity of material consumed. Instead they becomes due as soon as the milestone is reached. Hence regular measurements and billing mechanisms do not apply.

    However few bills may be generated for others costs like utilities or tree cutting etc.

2. **EPC Projects:** EPC stands for Engineering, Procurement and Construction. The contractor designs the installation, procures the necessary materials and builds the project, either directly or by subcontracting the work.Each item of the project has been further sub-divided into stages, and payment will be made for each completed stage of work.

    CGRDC makes payments to the Contractor for the Works on the basis of the lump sum price accepted by CGRDC in consideration of the obligations specified in the contract agreement.

    Contractor bills are certified by Authority Engineer, verified by CGRDC Officials on completion of a stage, in a length, number or area as specified, and valued in accordance with the proportion of the Contract Price assigned to each item and its stage.

3. **Projects based on Item rates:** These follow the conventional billing mechanism i.e. bills submitted by Contractor are verified for quantity and rates by Authority Engineer / SQC and then by CGRDC. Two possible variations are:

    a. **Fixed item rates contracts or Bill of Quantities (BOQ) based** – items, quantities and rates are decided at the time of contract for the whole project. At CGRDC ADB projects, Regular Contract projects or Building projects generally use such contracts.

    b. **SOR based contracts** – instead of fixing items and their rates PWD Schedule of Rates (SOR) based is used as baseline and contractor bids for rates with percentage above or lower than SOR. Approved Contractor rates are finally used for preparation of bills. At CGRDC Zonal Maintenance contracts are based on SOR. There may be Regular Contract projects or Building projects as

well based on SOR.

Bills processing

Processing for construction related bills starts with the process of Request for Inspection (RFI). In general 3 roles are involved in Bills processing.

1. The submitter i.e. Contractor, Consultant
2. The verifier i.e. Independent Engineer / Authority Engineer / Consultant, Supervision & Quality Control(SQC) Consultant
3. The approver i.e. Competent Authority in CGRDC

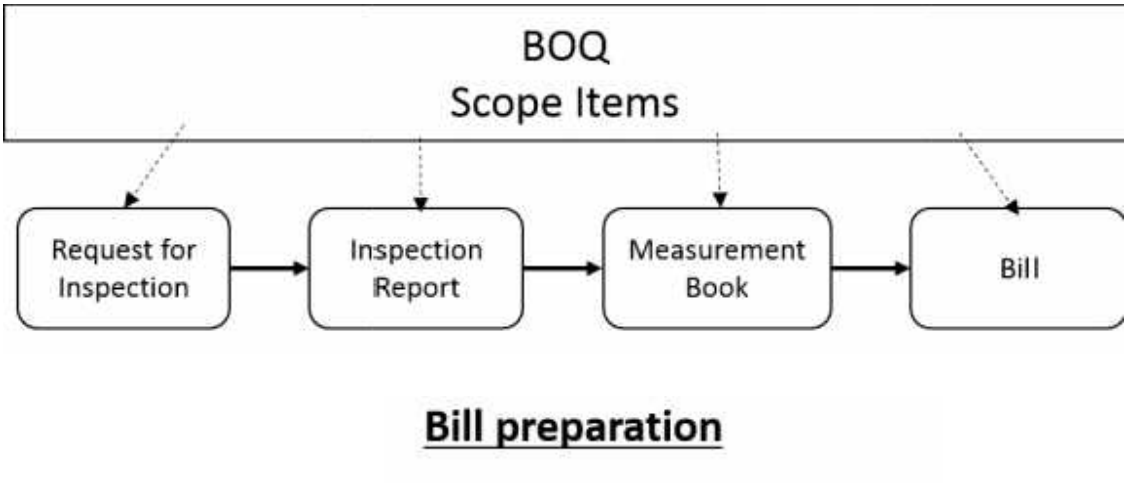


Figure 2 - Bill Preparation

Request for Inspection

Request for Inspection (RFI) is a formal request from the Concessionaire or EPC Contractor to Independent Consultant to examine all aspects of work or activity pertaining to construction or development of the Project. Submission of a RFI must be sought a minimum of 48 hours in advance of the time the Concessionaire or EPC Contractor plans to begin work on the RFI activity.

Table 15: Request for Inspection

Attribute	Description
RFI ID	Unique identifier for the request for inspection
Contractor ID	Contractor raising the RFI
Consultant ID	ID of consultant who is requested for inspection
Inspection Date	Proposed Date of inspection
Inspection Time	Proposed Time of inspection
Inspection type	Type of inspection
Inspection description	Description of inspection
Location	Location where the inspection is to be done
Description of work	Text describing the work

Inspection Report

Consultant, upon inspection, submits its report and clears the RFI.

Table 16: Inspection Report

Attribute	Description
RFI ID	Unique identifier for the request for inspection
Contractor ID	Contractor raising the RFI
Consultant ID	ID of consultant who has performed the inspection

Inspection Date	Date of inspection
Inspection Time	Time of inspection
Inspection type	Type of inspection
Inspection description	Description of inspection
Location	Location where the inspection is to be done
Description of work	Text describing the work
Tests Document ID	ID of the document containing test reports. The document contains type and number of tests, test results, standards to be incorporated giving reference of IS / IRC / MoRTH codes and recommendations.

Details of inspection items are as follows

Table 17: Inspection Details

Attribute	Description
Inspection Report ID	Unique identifier for the inspection report
RFI ID	ID of request for inspection
Contractor ID	Contractor raising the RFI
Consultant ID	ID of consultant who submitting the inspection report
Inspection Date	Date of inspection
Inspection Time	Time of inspection
Inspection type	Type of inspection
Inspection description	Description of inspection
Location	Location where the inspection is to be done
Description of work	Text describing the work
Status	Status of the RFI Approved, Not approved
Inspection Document	Document ID of the inspection report
Remarks	Remarks

Measurement Book

Measurements are recorded in MB in presence of both the contractor and the consultant or their representatives.

Table 18: Measurement Book

Attribute	Description
MB ID	Unique identifier for Measurement book
Project ID	Project for which the measurements are recorded
Work ID	Work ID as per the project scope
Work Item ID	Work item ID as per the BOQ
Work Item name	Name of work item
Activity description	Text describing the work done
Rate	Rate applicable to the work item
Unit of measure	Unit of measure for the work item
Quantity	Quantity measured
Amount	Amount as per the rate applicable

Construction related Bill

Contractor raises the bill against the measured quantities.

Table 19: Bills based on MB

Attribute	Description
Bill ID	Unique identifier for the Bill
Bill Description	Description of the bill
Work ID	Work ID as per project scope
Work Item ID	Work Item ID as per BOQ
Quantity	Quantity of item
Amount	Amount of the item
Bill Document file name	File name and path of bill document
Bill Document file hash value	Hash value of the file

Following roles are involved in processing of other type of bills:

Submission Consultant / Independent / Vendor submits the bill.

Verification CGRDC Divisional Manager / Project Manager verifies the bill **Approval** CGRDC Chief Engineer / Competent Authority approves the bill

Table 20: Other Bills

Attribute	Description
Bill ID	Unique identifier for the Bill
Bill Description	Description of the bill
Work Item ID	Work Item ID
Quantity	Quantity of item
Amount	Amount of the item
Bill Document file name	File name and path of bill document
Bill Document file hash value	Hash value of the file

Work flow for Online MB

1. Contractor logs in to the system and generates a MB template by selecting activities from the scope of work.
2. Contractor enters the measurement quantities and sends them to SQC/IE for certification & checking
3. Certification & checking agency opens the MB book and checks all the line items.
4. Contractor can now use the certified MB for generating the bill. In case of disagreement contractor can highlight the items and send back to verifying authority for verification.

Work flow for Offline MB

1. Contractor generates MB excel file. The digitally signed, encrypted and password protected file contains all the items as per approved works. User can specify to generate

the file containing only a sub-set of items as per one or more RFIs and or Inspection reports. The excel sheet also shows the quantity, unit of measure, rate as per approved scope and progress so far. It adds additional columns for entering quantities since previous.

2. This excel file can be opened on any other desktop / laptop / handheld device containing valid digital signatures and by providing correct password.
3. Contractor enters the measurement quantity in the blank cell and the sheet automatically calculates the amount.
4. Once the contractor is done recording measurements, he can save and encrypt the file with its digital signature. The file can be opened by users having password and authorized digital signatures. Contractor can either email this excel sheet to SQC Consultant / AE or upload it in the system.
5. SQC Consultant / AE's, authorized and enabled to open the file, obtains the file either over email or by downloading it from the system. An additional column will be enabled for Consultant where he can enter the verified quantity.
6. Once the SQC consultant is done verifying the quantities, he can save and encrypt the file with its digital signature. The contractor can still open the excel for viewing but cannot edit any data. The excel is now uploaded in the system.
7. The Contractor now can either generate the bill based on the verified quantities or make this process null and void. In the latter case the Contractor will be able to re-initiate the process of generating a new MB file and ask for verification.

Project Maintenance

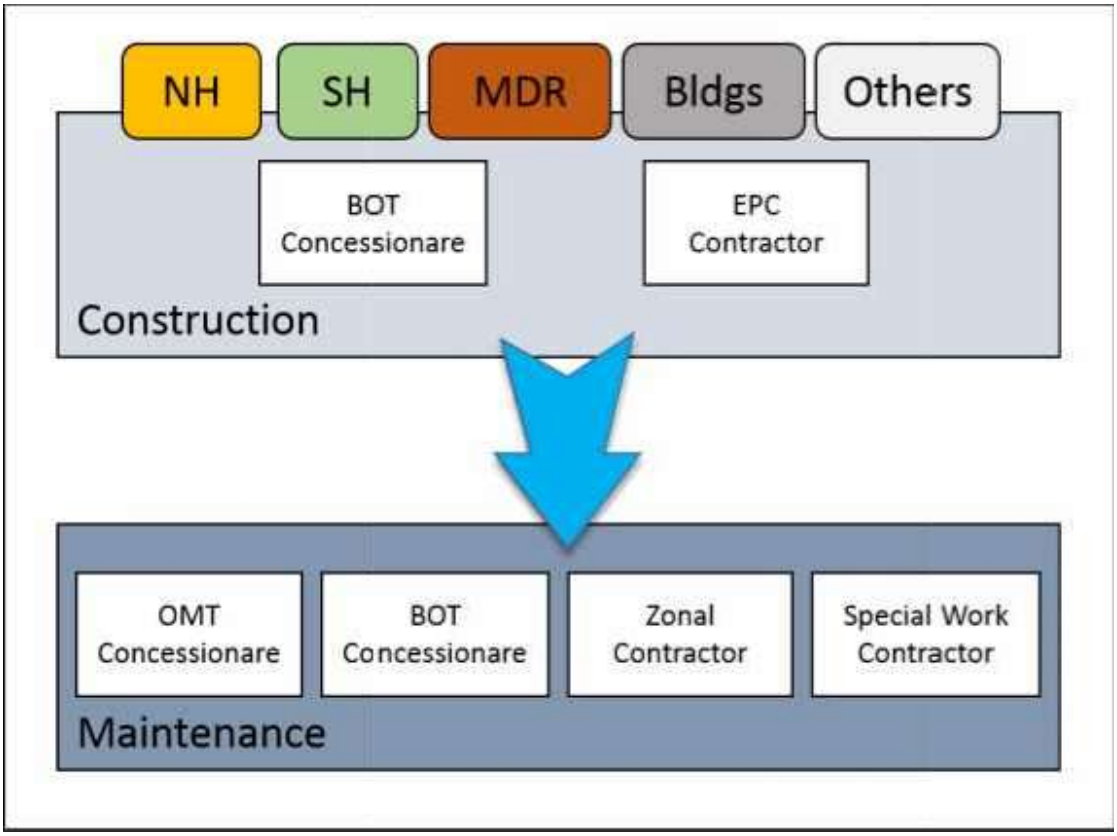


Figure 3 - Project Maintenance

A BOT project is moved to Maintenance Section as soon as Provisional Completion certificate is
issued to the Concessionaire. In addition an existing road, constructedearlier, can be explicitly
brought under OMT contract. Minor works pending at the time of issuing Provisional Completion Certificate are mentioned in Punch list.

Punch List

Table 21: Punch List

Attribute	Description
Project ID	Unique identifier for the project
Punch List item	Unique identifier for the punch list item
Item Description	Description of punch list item
Date of scheduled	Date by which the item will get completed
Status	Status of punch list item i.e. Open, Completed
Remarks	Remarks during closing the punch list item
Date of actual	Date on which the item got completed
Inspection Date	Date on which the item was inspected
Verified by	ID of person (CGRDC, Consultant, IE) who has verified the

Approved by	ID of CGRDC competent authority who has approved the completion of item.
Completion certificate issued	ID of CGRDC competent authority who has issued certificate. Ref Employees table.
Completion certificate	Date on which the completion certificate is issued
Completion	ID of the Completion Certificate document. Ref Documents table

Once the road is completed following three types of Maintenance works are done:

1. **Ordinary Maintenance:** Regular maintenance of roads includes repair of pot holes, maintaining road shoulders, cleaning of drains, culverts and pipes etc as and when it is required. (Non-periodic) This is done based on reconnaissance survey.
2. **Special repairs:** This covers for major repairs like repairing part of a breached road. Done on need basis. (Non-periodic)
3. **Periodical repairs:** These are regular repairs done at a predetermined intervals.

However there are situations when there is small left over work from original scope is to be done. It is called MOW (Minor Original Work).

In addition to repair work following activities are performed on roads and reports submitted:

1. Roughness survey (every six months – April / Pre monsoon and Oct / Post monsoon)
2. BBD Test (annually)
3. Accident reporting (Monthly)
4. Safety audit (annually)
5. Financial accounts submission (annually)
6. Inventory of roads and bridges (every six months – April / Pre monsoon and Oct / Post monsoon)

At CGRDC maintenance activities are taken care by following:

1. ***By BOT Concessionaire***
    a. During construction period the Concessionaire has to follow best engineering practices in order to keep the road motorable.
    b. After construction period the Concessionaire has to maintain the road as per the concessionaire agreement.
2. **By OMT Concessionaire**: In this case the Concessionaire is not the agency which constructed the road. However he has to maintain the road as per OMT concessionaire agreement.
3. **By CGRDC**: Roads that are not assigned to any Concessionaire are maintained by CGRDC. EPC contractor is appointed for periodical repair thru tender process.
4. **Zonal Contractor** is responsible for ordinary and MOW repairs of all roads in a region.

Zonal Contract

Table 22: Zonal Contracts

Attribute	Description
Zonal Contrac	Agency code of the zonal contractor
Zone	Zone to comprise of districts, towns, cities or division of CGRDC.
Contract Start	Date of start of zonal contract
Contract End	Date when the zonal contract ends
Tender ID	ID of tender with which the Zonal contractor is chosen
Status	Status of zonal contract i.e. Active, inactive, completed, cancelled
Remarks	Remarks

Use Cases

1. Add / update punch list for a project
2. Add / update maintenance activity documents
3. Add / update maintenance work schedule for a project
4. Initiate a tender for maintenance work
5. Add a zonal contractor

Business rules and Constraints

Maintenance activities can be performed only on projects for which provisional completion certificate has already been issued.

Project completion certificate can be issued only when Provisional Completion Certificate has already been issued and all the items in punch list are completed.

List of Masters

1. Districts

Table 23: Districts Master

Attribute	Description
District Code	Unique code for district
District Name	Name of the district

2. Nagar Nigam / Nagar Palika / Nagar Panchayat

Table 24: Cities Master

Attribute	Description
LB Code	Unique code for the local body
LB Name	Name of the local body
District Code	District in which the city belongs to

3. Towns

Table 25: Towns Master

Attribute	Description
Town Code	Unique code for town
Town Name	Name of the town
District Code	District in which the town belongs to
City Code	City in which the town belongs to

4. Blocks

Table 26: Blocks Master

Attribute	Description
Block Code	Unique code for block
Block Name	Name of the block
District Code	District in which the block belongs to
City Code	City in which the block belongs to
Town Code	Town in which the block belongs to

5. Tehsil

Table 27: Tehsil Master

Attribute	Description
Tehsil Code	Unique code for tehsil
Tehsil Name	Name of the tehsil
District Code	District in which the tehsil belongs to
Town Code	Town in which the tehsil belongs to

6. Villages

Table 28: Villages Master

Attribute	Description
Village Code	Unique code for village
Village Name	Name of the village
District Code	District in which the village belongs to
City Code	City in which the village belongs to
Town Code	Town in which the village belongs to
Block Code	Block in which the village belongs to

7. Parliament Constituencies

Table 29: Parliamentary Constituencies Master

Attribute	Description
PConstituency	Unique code for parliamentary constituency
PConstituency	Name of parliamentary constituency
MP Name	Name of the Member of Parliament

8. Assembly Constituencies

Table 30: Assembly Constituencies Master

Attribute	Description
A Constituency	Unique code for assembly constituency
A Constituency	Name of assembly constituency
MLA Name	Name of the Member of Legislative Assembly

9. Roads (Interface with URS)

Table 31: Roads Master

<table>
<tr><th>Attribute</th><th>Description</th></tr>
<tr><td>Road ID</td><td>An internal sequence number used by computer system to identify a road.</td></tr>
<tr><td>Road Category</td><td>Category to which the road belongs to. Possible values in the table below:
<table>
<tr><th>Road Category</th><th>Road Category</th></tr>
<tr><td>SH</td><td>State Highway</td></tr>
<tr><td>MDR</td><td>Major District Road</td></tr>
<tr><td>ODR</td><td>Other District Road</td></tr>
<tr><td>VR</td><td>Village Road</td></tr>
</table></td></tr>
<tr><td>Road Name</td><td>Name by which the road is commonly referred as.</td></tr>
<tr><td>Road Code</td><td>An existing code for the road e.g. NH75, SH23 etc.</td></tr>
<tr><td>Road Description</td><td>Detailed description e.g. Sindorr river to start of Bareli bypass (km 130.00 to 193.450 to 255.300) NH -12 four lane with PS.</td></tr>
</table>

10. Agencies

Table 32: Agencies Master

Attribute	Description
Agency code	Unique code for the agency
Agency Name	Name of the agency
Agency Type	<table><tr><th>Agency Type Code</th><th>Agency Type Description</th></tr><tr><td>DPR PPTA</td><td>DPR Consultant Project Preparation Technical Assistant</td></tr><tr><td>CONT</td><td>Work Contractor</td></tr><tr><td>SCON EFA CONC</td><td>Supervision Consultant External Funding Agency Concessionaire</td></tr><tr><td>ZCON</td><td>Zonal Contractor</td></tr><tr><td>IE</td><td>Independent Engineer</td></tr><tr><td>VEND</td><td>Vendor</td></tr></table>
Agency Address 1	Postal address of the agency
Agency Address 2	Postal address of the agency
Phone office 1	Office phone number
Phone office 2	Office phone number
Phone mobile	Office mobile phone number
Email ID	Email for contact
Fax number	Fax number
Web site	Web site of the agency
Head of the	Name and designation of the head of the agency

11. Contacts

Table 33: Contacts Master

Attribute	Description
Contact ID	Unique identifier for the contact
First Name	First Name of the contact
Middle Name	Middle Name of the contact
Last Name	Last Name of the contact
Salutations	How is the person referred as
Address	Address of the contact
Phone work	Work phone number
Phone mobile 1	Mobile phone number
Phone home	Home phone number
Phone mobile 2	Mobile phone number
Email ID	Email for contact
Fax number	Fax number

Agency Code	Agency with which the contact is associated with
Web site	Web site of the person
Photo	File name and path of the photo

Designation	Designation of the person
Authorized Representat	Whether the person is authorized representative for its organization (Y/N)
Authori zed	Whether the person is authorized signatory for its organization (Y/N)

12. External Funding Agency loans (e.g. ADB, JICA)

Table 34: EFA Loans

Attribute	Description
Agency Code	Unique code for the agency Ref Agencies table
Loan Code	Code assigned to the loan e.g. MPSRP II
Loan Amount	Loan amount in USD
Loan Amount	Loan amount in INR
Approval date	Date of approval of the loan
Date	Date when the loan was disbursed
Contact ID	Contact person for the loan Ref Contacts table

13. EFA Loan Packages

Table 35: EFA Loan Packages

Attribute	Description
Agency Code	Unique code for the agency Ref Agencies table
Loan Code	Code assigned to the loan e.g. MPSRP II
Package Code	Code assigned to the package e.g. Pkg A, Pkg B
Package Amount	Package amount in USD
Package Amount	Package amount in INR
Approval date	Date of approval of the package
Date of	Date when the package was disbursed
Contact ID	Contact person for the package Ref Contacts table

14. Divisions

Table 36: CGRDC Divisions

Division Code	Description
JBL	Jabalpur
GWL	Gwalior
CMB	Chambal
RW1	Rewa 1
RW2	Rewa 2

BPL	Raipur
SGR	Sagar
UJJ	Ujjain
IND	Indore
NMD	Narmadapuram (Hoshangabad)
SHD	Shahdol
SEO	Seoni

15. Employees

Table 37: Employees Master

Attribute	Description
Employee Code	Unique code for the employee
Employee Name	Name of employee
Category	Employee can belong to one of the categories: Regular – CGRDC native employee Deputation – Employee originally from other department but deputed in CGRDC On Contract – Employees from other organizations and posted on
Designation	Designation e.g. Chief Engineer, General Manager, Divisional manager etc.
Post	Posting GM (BOT), DGM (Highways) etc
Section	Section of CGRDC
Date of retirement	Date of retirement of employee. Date of end of contract for employees on contract.
Location	Office where employee is posted
Login ID	Login ID for IPMS
Roles	Roles assigned to user in IPMS
Email ID	Email Id of the employee
Office Phone	Office phone and extension number
Mobile phone	Mobile phone number of the employee
Photo	File name and path of the photo
Sex	Male, Female
Status	Current status e.g. Active, On leave, Suspend, Retired

External Interfaces

1. *CGRDC web site and other Govt web sites*

Information like list of ongoing, completed projects, their current status, related notices, tenders etc is to be regularly updated on CGRDC web site or other MP Govt websites. This information is to be published on web site(s)through a web service either in HTML format or as an attachment (.doc, .pdf. .xls, .ppt format).

In addition agencies may submit the request for access permissions. CGRDC in response issues digitally signed certificate granting them approval.

2. *Accident Response System (ARS)*

Accident Response System is used for collecting information from toll plazas and also for providing emergency assistance to accident victims. Following information is to be synchronized with ARS:

- GIS map
- List of Concessionaire and their contacts
- Location of projects and toll plazas
- Masters: District, Cities, Towns, Blocks, Villages, Parliamentary and Assembly constituencies

3. *Unified Road System (URS)*

Unified Road System (URS) is a system (currently under development) used for information dissemination to public and providing interface to Road agencies in the state for updating road condition. URS also generates reports for analysis of road network. Following information is to be synchronized with URS:

- List of roads
- GIS map
- Location of toll plazas and other points of interests
- Masters: District, Cities, Towns, Blocks, Villages, Parliamentary and Assembly constituencies

Integration with GIS Maps

Roads and projects at CGRDC are represented on maps as point or line objects. A GIS based zoom- able map is required where a summarized view of projects is visible on Chhattisgarh state map. Individual users would like to view their projects and their status on sub-set of state map. Standard colour coding should be used for representing State Highways, Major District Roads & Other Roads.

Search facility and Reports

User friendly search in project data and documents having no limit on number of results returned. Full text searching across headers, footnotes, references, main text, meta tags, and tables. In addition advanced search option must allow limit to specific document parts.

Different users, through web based access, should be able to generate and print various types of MIS reports& analytics in different permutations & combinations.

In addition to standard reports it should be possible to generate new customized reports. By default reports to be presented on screen but they should be available for export in variety of formats including word doc, HTML, excel, pdf, image and ppt.

Users

Users at CGRDC can be divided into following categories:

Category	Users	Access levels
State Govt Officials	Chief Secretary, Principal Secretary, Secretary toGovt of	Reports, summaries, and map based dashboards
Senior Managers	Managing Director, Technical Advisor, Chief Engineers, Chief General Manager.	Approvals for projects, view Dashboards and Generate reports
Mid-level managers	General Managers, Divisional Manager, Deputy General Manager, Assistant General Manager, Manager, Chartered Accountant,	Verification of bills and other documents, view respective Dashboard and standard reports, generate customized
Assistants	Management Assistant, Computer Operator, Office Assistant, Data Entry operator, Steno	Data entry, View reports, generate customized reports
External users	Concessionaire, Contractor, Consultant, Independent Engineer, Authority Engineer	Enter data, view select details about their respective projects
MIS users	MIS team members	System and application

Role based access

One user can be assigned one or more than one roles. Users should be able to view and update projects based on their role.

These users access the application through web interface on web enabled devices such as desktop, laptop, tablet and mobile smartphone. Most commonly used browsers are Google Chrome, Mozilla Firefox, Internet Explorer and Safari on Windows, Android and iOS platforms.

Security

Security of application and data is paramount since the IPMS application will be accessed over internet by internal and external users. Data at all times should be accessible only to authorized users and only for the purpose they are permitted to. At all times during transit, the data,must be encrypted. Following security measures should be available in the proposed solution:

1. **Password and Captcha:** All users must be required to have a complex password for login. The password, once used, should not be repeatable for at least 1 year. Captcha should be used to prevent an automated process from cracking the password. User should be disabled after 3 unsuccessful attempts.

2. **SSL & HTTPS:**Secure Socket Layer (SSL) or Transport Layer Security (TLS) to be used for establishing an encrypted link between a server and a client. HTTPS to encrypt and decrypt user page requests as well as the pages that are returned by the Web server.

3. **Digital Signature Certificate:** All users should use hardware or software based DSC for accessing the application. In addition project documents whenever downloaded and sent over email should be encrypted. User with valid keys only should be able to decrypt the file for viewing and editing. Any document issued by CGRDC will be a digitally signed document
   e.g. access permissions.

4. **Hashing and Encryption:** All Personally identifiable information (PII) is not to be stored in clear text within the system. Such information should be encrypted by using a strong key. Hash values of all documents saved in the system to be maintained to ensure any unsecured alteration.

APPENDICES

APPENDIX-I: TECHNICAL PROPOSAL (FORM-1)

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)
To,

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

Sub: Development and Maintenance Of Integrated Project Management System (IPMS) For CGRDC.

Dear Sir,

With reference to your RFP Document dated …….., I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for creation and maintenance of Integrated Project Management System. 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 SaaS based service provider.

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

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

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

7. I/We declare that:

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

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

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

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

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

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

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

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

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

13. The Bid Security of Rs. ***** (Rupees *****) in the form of a FDR/TDR is attached, in accordance with the RFP document.

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

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

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

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

18. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information providedto 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 Project.

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

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

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

APPENDIX-I: PARTICULARS OF THE APPLICANT (FORM-2)

1.1	Title of Project: Development And Maintenance Of Integrated Project Management System (IPMS) For CGRDC
1.2	State the following: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnershipetc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Applicant: Name: Designation: Company: Address: Phone No.: Fax No. : E-mail address:

1.3	For the Applicant, state the following information: (i) In case of non-Indian Firm, does the Firm have business presence in India? Yes/No If so, provide the office address(es) in India. (ii) Has the Applicant been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No (iii) Has the Applicant ever failed to complete any work awarded to it by any public authority/entity in last five years? Yes/No (iv) Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No (v) Has the Applicant, suffered Bankruptcy/insolvency in the last five years? Yes/No Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this assignment.
1.4	Does the Applicant's firm/company combine functions as a Selected Applicant or adviser along with the functions as a contractor and/or a manufacturer? Yes/No If yes, does the Applicant agree to limit the Applicant's role only to that of a Selected Applicant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?

1.5	Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Services? Yes/No If yes, does the Applicant agree that it will only be acceptable as Selected Applicant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Selected Applicant? Yes/No If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of Selected Applicant/ adviser for the Authority only? Ye s / N o (Signature, name and designation of the authorised signatory) For and on behalf of …….....

APPENDIX-I: STATEMENT OF LEGAL CAPACITY (FORM-3)

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

(Date and Reference)

To,

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

Dear Sir,

Sub: RFP for project: Development and Maintenance of Integrated Project Management System (IPMS) For CGRDC

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

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

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of .....

APPENDIX-I: POWER OF ATTORNEY (FORM-4)

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

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

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

20**

For .....

(Signature, name, designation and address)

Witnesses:
1.

2.

Notarized

Accepted

.....

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

Notes:
The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of

Attorney should be executed on a non-judicial stamp paper of Rs. 100 (one hundred) and duly notarized by a public notary.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on be half 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.
However, Applicants from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Appostille certificate.

APPENDIX-I: FINANCIAL CAPACITY OF THE APPLICANT (FORM-5)

(Refer Clause 2.2.2 (B))

S.No.	Financial Year	Annual Revenue (Rs. Crore)
1.		
2.		
3.		

Certificate from the Statutory Auditor

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

Name of the audit firm:
Seal of the audit firm
Date:

(Signature, name and designation of the authorised signatory)

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

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

APPENDIX-I: PARTICULARS OF KEY PERSONNEL (FORM-6)

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of professional experience	Present Employment		No. of Eligible Assignments
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

APPENDIX-I: PROPOSED METHODOLOGY AND WORK PLAN (FORM-7)

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

1. Understanding of TOR

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

2. Methodology and Work Plan

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

3. Technical Approach

The Applicant will submit its technical approach for implementing following aspects of IPMS:

- Features and Functions
- Privacy, Confidentiality, and Security Compliance
- Data Migration Plan and Recommendations
- Integration and Interoperability
- Administrative and Operational Toolsets
- Operational Processes
- Reporting for Administration Monitoring and Control
- Future enhancements

4. Infrastructure

The Applicant should present a detailed approach what infrastructure it will be putting in place for this approach and how following aspects will be addressed over next five years.

- Scalability
- Resiliency, Redundancy and Reliability
- Technical Currency
- Disaster Recovery

5. Management approach

The Applicant will describe the organizational structure they would be establishing for this assignment. A project management plan encompassing all the aspects of the project has to be submitted. The structure should be designed considering the Service Level Agreements (SLAs) to be met. In addition detail out the implementation strategy and training plan.

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

APPENDIX-I : ABSTRACT OF ELIGIBLE ASSIGNMENTS OF THE APPLICANT (FORM-8)

(Refer Clause 3.1)

S. No.	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. Crore)	Payment of professional fees received by the Applicant (in Rs. crore)
(1)	(2)	(3)	(4)	(5)

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

* The names and chronology of Eligible Projects included here should conform to the project wise details submitted in Form-9 of Appendix-I.

Certificate from the Statutory Auditor

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

Name of the audit firm:
Seal of the audit firm
Date:

(Signature, name and designation of the authorised signatory)

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

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

APPENDIX-I : ELIGIBLE ASSIGNMENTS OF APPLICANT (FORM-9)

(Refer Clause 3.1.4)

Name of Applicant:	
Name of the Project:	
Project particulars	
Description of services performed by the Applicant firm:	
Name of client and Address:(Indicate whether public or private entity)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project(in Rs. crore or US$ million):	
Payment received by the Applicant(in Rs. crore):	
Start date and finish date of the services(month/ year):	
Brief description of the Project:	

Notes:

1. Use separate sheet for each Eligible Project.

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

APPENDIX-I : CURRICULUM VITAE (CV) OF KEY PERSONNEL (FORM-10)

1. Proposed Position:

2. Name of Personnel:

3. Date of Birth:

4. Nationality:

5. Educational Qualifications:

6. Employment Record:

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

7. List of projects on which the Personnel has worked
Name of project Description of responsibilities
8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

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

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

Place..... (Signature and name of the Key Personnel)

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

Notes:
1. Use separate form for each Key Personnel

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

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

APPENDIX-II: FINANCIAL PROPOSAL (FORM-1)

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,

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

Dear Sir,
Subject: Development and Maintenance of Integrated Project Management System (IPMS) For CGRDC

We M/s_____(Applicant's name)_____offer to provide Cloud based / Web-based Project Monitoring System in S-a-a-S (Software-as-a-Service) model for CGRDC as per the requirements specified in the RFP in conformity with this offer as may be ascertained in accordance with the Prices provided in the Commercial Bid for the following description or work.

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

We undertake, if our bid is accepted, to commence the work immediately and to complete the project deliverables as the case may be within the stipulated time frame of one week from the date of receipt of your Notification of Award and completion of the related formalities.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

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

APPENDIX-II: FINANCIAL PROPOSAL (FORM-2)

<table>
<tr><th>S.No</th><th>Name of work</th><th>Contract Agreement Time period</th><th>Yearly cost (in INR) to be quoted by the bidder</th></tr>
<tr><td>1.</td><td>Development and Maintenance of Integrated Project Management System (IPMS) For CGRDC</td><td>5 years</td><td><table>
<tr><td>Year 1</td><td></td></tr>
<tr><td>Year 2</td><td></td></tr>
<tr><td>Year 3</td><td></td></tr>
<tr><td>Year 4</td><td></td></tr>
<tr><td>Year 5</td><td></td></tr>
</table></td></tr>
</table>

APPENDIX -III : DRAFT CONTRACT AGREEMENT

DRAFT CONTRACT AGREEMENT FOR IT SERVICES

DRAFT CONTRACT AGREEMENT

Between

Chhattisgarh Road Development Corporation Ltd. (CGRDC)
(A Govt. of Chhattisgarh U/T)
Raipur, Chhattisgarh

And

M/s ……..……..

For

DEVELOPMENT AND MAINTENANCE OF INTEGRATED PROJECT MANAGEMENT SYSTEM (IPMS) FOR CGRDC

CONTENTS

Sl. No. Description Page No. I
CONTRACT FOR SELECTED APPLICANT'S SERVICES
II GENERAL CONDITIONS OF CONTRACT

1. **General Provisions**
- **1.1** Definitions
- 1.2 Relation between the Parties
- 1.3 Law Governing the Contract
- 1.4 Language
- 1.5 Headings
- 1.6 Notices
- 1.7 Location
- 1.8 Authority of Member in Charge
- 1.9 Authorized Representatives
- 1.10 Taxes and Duties

2. Commencement, Completion, Modification and Termination of Contract
- 2.1 Effectiveness of Contract
- 2.2 Termination of Contract for Failure to Become Effective
- 2.3 Commencement of Services
- 2.4 Expiration of Contract
- 2.5 Entire Agreement
- 2.6 Modification
- 2.7 Force Majeure
  - 2.7.1 Definition
  - 2.7.2 No Breach of Contract
  - 2.7.3 Measures to be Taken
  - 2.7.4 Extension of Time
  - 2.7.5 Payments
  - 2.7.6 Consultation
- 2.8 Suspension
- 2.9 Termination
  - 2.9.1 By the Client
  - 2.9.2 By the Selected Applicant
  - 2.9.3 Cessation of Rights and Obligations
  - 2.9.4 Cessation of Services
  - 2.9.5 Payment upon Termination
  - 2.9.6 Disputes about Events of Termination

3. Obligations of the Selected Applicant

3.1 General
- 3.1.1 Standard of Performance
- 3.1.2 Law Governing Services

3.2 Conflict of Interests
- 3.2.1 Selected Applicant not to Benefit from Commissions, discounts etc.
- 3.2.2 Selected Applicant and Affiliates not to be otherwise interested in Project
- 3.2.3 Prohibition of Conflicting Activities

3.3 Confidentiality
3.4 Liability of the Selected Applicant
3.5 Insurance to be taken out by the Selected Applicant
3.6 Accounting, Inspection and Auditing
3.7 Selected Applicant' Actions requiring Client's prior Approval
3.8 Reporting Obligations
3.9 Documents prepared by the Selected Applicant to be the Property of the Client
3.10 Equipment and Materials furnished by the Client

4. Selected Applicant' Personnel

4.1 General
4.2 Description of Personnel
4.3 Approval of Personnel
4.4 Working Hours, Overtime, Leave etc.
4.5 Removal and/or Replacement of Personnel
4.6 Resident Project Manager

5. Obligations of the Client

5.1 Assistance and Exemptions
5.2 Access to Land
5.3 Change in the Applicable Law
5.4 Services, Facilities and Property of the Client
5.5 Payment

6. Payment to the Selected Applicant

6.1 Cost Estimates; Ceiling Amount
6.2 Currency of Payment
6.3 Mode of Billing and Payment

7. Responsibility for accuracy of the project document

7.1 General

7.2 Retention money
7.3 Penalty
7.4 Action for deficiency in services

8. Fairness and Good Faith
8.1 Good Faith
8.2 Operation of the Contract

9. SETTLEMENT OF DISPUTES
9.1 Amicable Settlement
9.2 Dispute Settlement

III. SPECIAL CONDITIONS OF CONTRACT
IV. APPENDICES

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements

Appendix B: Selected Applicant' Sub Selected Applicant, Key Personnel and Sub Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel, schedule for submission of various report.
Appendix C: Hours of work for Selected Applicant' Personnel
Appendix D: Duties of the Client
Appendix E: Cost Estimate
Appendix F: Minutes of Financial/ Contract Negotiations with the Selected Applicant
Appendix G: Copy of letter of invitation
Appendix H: Copy of letter of acceptance
Appendix I(1): Format for Bank Guarantee for Performance Security for individual work
Appendix I(2): Format for Bank Guarantee for Performance Security for a number of works Appendix J : Minutes of the Pre-bid meeting

DRAFT CONTRACT
FOR
SELECTED APPLICANT

CONTRACT FOR SELECTED APPLICANT

Development And Maintenance Of Integrated Project Management System (IPMS) For (CGRDC)

This CONTRACT (hereinafter called the "Contract") is made on the ---------- day of the month of ----------2016 , between, on the one hand, **Chhattisgarh Road Development Corporation Ltd.(CGRDC), Raipur,** C.G. (hereinafter called the "Client") and, on the other hand, M/s ---------- (hereinafter called the "Selected Applicant").

WHEREAS

(A) the Client has requested the Selected Applicant to provide certain services as defined in the General Conditions attached to this Contract (hereinafter called the "Services");

(B) the Selected Applicant, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

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

(a) The General Conditions of Contract (hereinafter called "GC");
(b) The Special Conditions of contract (hereinafter called "SC");
(c) The following Appendices:

Appendix A: Duties of the Client
Appendix B: Cost Estimate
Appendix C: Minutes of Financial/ Contract Negotiations with the Selected Applicant
Appendix D: Copy of letter of Invitation and proposal submitted by Selected Applicant
Appendix E: Copy of letter of acceptance
Appendix F: Copy of Bank Guarantee for Performance Security
Appendix G: Minutes of the pre-bid meeting
Appendix H: Hours or work for Selected Applicant personnel

2. The mutual rights and obligations of the Client and the Selected Applicant shall be as set forth in the Contract; in particular:

(a) The Selected Applicant shall carry out the Services in accordance with the provisions of the Contract; and

(b) Client shall make payments to the Selected Applicant in accordance with the provisions of the Contract.

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

FOR AND ON BEHALF OF (Chhattisgarh Road Development Corporation Ltd.)	Witness
	1 Signature Name Address
By Managing Director /General Manager	2. Signature Name Address
FOR AND ON BEHALF OF (Selected Applicant)	Witness 1. Signature Name Address
By Authorised Representative	2. Signature Name Address

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law means the laws and any other instruments having the force of law in India as effective in the state of Chhattisgarh as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;

(d) "Foreign currency" means any currency other than the currency of the Government;

d (i) "Final Authority" means the Managing Director of CGRDC

(e) "GC" means these General Conditions of Contract;

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

(g) "local currency" means the currency of the Government of India;

(h) deleted

(i) "Personnel" means persons hired by the Selected Applicant or by any Sub Selected Applicant as employees and assigned to the performance of the Services or any part thereof; "foreign Personnel" means such persons who at the time of being so hired had their domicile outside India; and "local Personnel" means such persons who at the time of being so hired had their domicile inside India;

(j) "Party" means the Client or the Selected Applicant, as the case may be, and Parties means both of them;

(k) "Services" means the work to be performed by the Selected Applicant pursuant to this Contract for the purposes of the Project, as described in Appendix D hereto;

(l) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(m) "Sub Selected Applicant" means any entity to which the Selected Applicant subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and

(n) "Third Party" means any person or entity other than the Government, the Client, the Selected Applicant or a Sub Selected Applicant.

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 Client and the Selected Applicant. The Selected Applicant, subject to this Contract, 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 **Governing Law and Jurisdiction**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and the Courts at Raipur shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.4 **Language**

This Contract has been executed in the language specified in the SC, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 Table of Contents and **Headings**

The table of contents, headings or sub-headings in this agreement is for convenience for reference only and shall not be used in, and shall not limit, alter or affect the construction and interpretation of this Contract.

1.6 **Notices**

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, facsimile or e-mail to such Party at the address specified in the SC.

1.6.2 Notice will be deemed to be effective as specified in the SC.

1.6.3 A party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.6.2.

1.7 **Location**

The Services shall be performed at such locations as are specified in **Letter of Acceptance (Appendix-E)** hereto and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Client may approve.

1.8 **Deleted**

1.9 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Selected Applicant may be taken or

executed by the officials specified in the SC.

1.10 **Taxes and Duties**

Unless otherwise specified in the SC, the Selected Applicant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Law. CGRDC shall reimburse only Service tax on production of project specific proof of payment of Service tax.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 **Effectiveness of Contract**

This Contract shall come into force and effect on the date of the Client's notice to the Selected Applicant instructing the Selected Applicant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

2.2 **Termination of Contract for Failure to Become Effective**

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 **Commencement of Services**

The Selected Applicant shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

2.4 **Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.

2.5 **Entire Agreement**

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

2.6 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

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 Contract, "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 Selected Applicant 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 Contract 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 Contract

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

2.7.3 Measures to be Taken

(a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill 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 fourteen (14) 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 minimize the consequences of any event

of Force Majeure.

2.7.4 **Extension of Time**

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

2.7.5 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Selected Applicant shall not be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them 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 thirty (30) days after the Selected Applicant, as the result of an event of Force
Majeure, have 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**

The Client may, by written notice of suspension to the Selected Applicant, suspend all payments to the Selected Applicant hereunder if the Selected Applicant fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Selected Applicant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Selected Applicant of such notice of suspension.

2.9 **Termination**

2.9.1 **By the Client**

The Client may, by not less than thirty (30) days' written notice of termination to the Selected Applicant (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause2.9.1, terminate this Contract:

(a) if the Selected Applicant fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;

(b) if the Selected Applicant fail to comply with any final decision reached as a result of

arbitration proceedings pursuant to Clause 9.2 of SC hereof;

(c) if the Selected Applicant submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Selected Applicant know to be false;

(d) if, as the result of Force Majeure, the Selected Applicant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(f) if the Selected Applicant, in the judgment of the client has engaged in corrupt, fraudulent, collusive and coercive practices in competing for or in executing the contract for the purpose of this clause –

"Corrupt practice" means the offering , giving , receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the borrower, and includes collusive practice among Selected Applicant (prior to or after submission of proposals) designed to establish prizes at artificial non competitive levels and to deprive the borrower of the benefits of free and open competition.

"Collusive practices" means a scheme or arrangement between two or more Selected Applicant with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;

"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.

2.9.2 **By the Selected Applicant**

The Selected Applicant may, by not less than thirty (30) day's written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a)
through (d) of this Clause 2.9.2, terminate this Contract:

(a) if the Client fails to pay any money due to the Selected Applicant pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five(45) days after receiving written notice from the Selected Applicant that such payment is

overdue;

(b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Selected Applicant may have subsequently approved in writing) following the receipt by the Client of the Selected Applicant' notice specifying such breach;

(c) if, as the result of Force Majeure, the Selected Applicant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Client 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 Contract pursuant to Clauses 2.2 or 2.9 hereof, or upon expiration of this Contract 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, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Selected Applicant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 (ii) hereof, and (iv) any right which a Party may have under the Applicable Law.

2.9.4 **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Selected Applicant 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 Selected Applicant and equipment and materials furnished by the Client, the Selected Applicant shall proceed as provided, respectively, by Clauses 3.9 or 3.10 hereof.

2.9.5 **Payment upon Termination**

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

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

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

(iii) except in the case of termination pursuant to paragraphs (d) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Selected Applicant' personnel and their eligible dependents.

2.9.6 **Disputes about Events of Termination**

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

3. OBLIGATIONS OF THE SELECTED APPLICANT

3.1 General

3.1.1 Standard of Performance

The Selected Applicant shall perform the Services and carry out their obligations here under 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 Selected Applicant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Selected Applicant or Third Parties.

3.1.2 Law Governing Services

The Selected Applicant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub Selected Applicant, as well as the Personnel and agents of the Selected Applicant and any Sub Selected Applicant, comply with the Applicable Law. The Client shall advise the Selected Applicant in writing of relevant local customs and the Selected Applicant shall, after such notifications, respect such customs.

3.2 Conflict of Interests

3.2.1 Selected Applicant not to Benefit from Commissions, Discounts, etc.

The remuneration of the Selected Applicant pursuant to Clause 6 hereof shall constitute the Selected Applicant' sole remuneration in connection with this Contract or the Services and the Selected Applicant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the Discharge of their obligations hereunder, and the Selected Applicant shall use their best efforts to ensure that any Sub Selected Applicant, as well as the

Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 **Selected Applicant and Affiliates not to be otherwise interested in Project**

If the Selected Applicant, as part of the services, have the responsibility of advising the client on the procurement of goods, work or services, the Selected Applicant shall comply with any applicable procurement guidelines of the client (CGRDC) and or associates bank or of the association, as the case may be, and other funding agencies and shall at all times exercise such responsibility in the best interests of the client. Any discounts or commissions obtained by the Selected Applicant in the exercise of such procurement responsibility shall be for the account of the client.

3.2.3 **Selected Applicant and Affiliates not to be otherwise interested in Project**

The Selected Applicant agree that, during the term of this Contract and after its termination, the Selected Applicant and any entity affiliated with the Selected Applicant, as well as any Sub Selected Applicant and any entity affiliated with such Sub Selected Applicant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 **Prohibition of Conflicting Activities**

Neither the Selected Applicant nor their Sub Selected Applicant 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 Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) After the termination of this Contract, such other activities as may be specified in the SC.

3.3 **Confidentiality**

The Selected Applicant, their Sub Selected Applicant and the Personnel of either of them shall not,either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relation to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 **Liability of the Selected Applicant**

Subject to additional provisions, if any, set forth in the SC, the Selected Applicant' liability under this Contract shall be as provided by the Applicable Law.

3.5 **Insurance to be taken out by the Selected Applicant**

The Selected Applicant (i) shall take out and maintain, and shall cause any Sub Selected

Applicant to take out and maintain, at their (or the Sub Selected Applicant', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the Special Conditions (SC), and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.6 **Accounting, Inspection and Auditing**

The Selected Applicant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including the bases of the Selected Applicant' costs and charges), and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contact, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client. (iii) Shall permit the Client to inspect the Selected Applicant accounts and records relating to the performance of the Selected Applicant and to have them audited by auditors appointed by the client.

3.7 **Selected Applicant' Actions requiring Client's prior Approval**

The Selected Applicant shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) Appointing such members of the Key Personnel as are listed in Appendix D;

(b) Entering into a subcontract for the performance of any part of the Services, it being understood (i)the Selected Applicant may sub contract part of the consultancy services with the prior approval of the Client in writing, up to 50% of the contract value (ii)that the selection of the Sub-Selected Applicant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (iii) that the Selected Applicant shall remain fully liable for the performance of the Services by the Sub-Selected Applicant and its Personnel pursuant to this Contract;

(c) any other action that may be specified in the SC.

3.8 **Reporting Obligations**

The Selected Applicant shall submit to the Client the reports and documents as specified in the **RFP** forming the part of this agreement as Appendix D hereto, in the form, in the numbers and within the time periods set forth in the RFP. In the RFP forming the part of this agreement as Appendix D.

3.9 **Documents prepared by the Selected Applicant to be the Property of the Client**

All the documents prepared by the Selected Applicant in performing the Services shall become and remain the property of the Client, and the Selected Applicant shall, not later than upon termination or expiration of this Contract, deliver all such documents in bound

form to the Client.

3.10 Equipment and Materials furnished by the Client

Equipment and materials made available to the Selected Applicant by the Client, or purchased by the Selected Applicant with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Selected Applicant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's I instructions. While in possession of such equipment and materials, the Selected Applicant, unless otherwise instructed by the Client in writing, shall insure them in an amount equal to their full replacement value.

4. SELECTED APPLICANT' PERSONNEL

4.1 General

The Selected Applicant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.2 Description of Personnel

(a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Selected Applicant' Key Professional / Sub Professional Personnel are described in Appendix D.

(b) If required to comply with the provisions of Clause 3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Key Professional / Sub Professional Personnel set forth in Appendix D may be made by the Selected Applicant by written notice to the Client, provided

(i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and

(ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause 6.1 (b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix D, the estimated periods of engagement of Key Personnel set forth in the said Appendix may be increased by agreement in writing between the Client and the Selected Applicant**.**

4.3 Approval of Personnel

The Key Personnel and Sub Selected Applicant listed by title as well as by name in Appendix D are hereby approved by the Client. In respect of other Key Personnel which

the Selected Applicant propose to use in the carrying out of the Services, the Selected Applicant shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

4.4 **Working Hours, Overtime, Leave, etc.**

(a) Working hours and holidays for Key Professional / Sub Professional Personnel are set forth in Appendix H hereto. To account for travel time, foreign Personnel carrying out Services inside the Government's country shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their arrival in (or after their departure from) the Government's country as is specified in Appendix H hereto.

(b) The Key Professional / Sub Professional Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix H hereto, and except as specified in such Appendix, the Selected Applicant' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff- months of service set for in Appendix D. Any taking of leave by Personnel shall be subject to the prior approval of the Client by the Selected Applicant, who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 **Removal and/or Replacement of Personnel**

Removal and/or replacement of Personnel shall be regulated as under:

4.5.1 In case notice to commence services pursuant to Clause 2.1 of this Contract is not ordered by Client within 120 days of negotiations the key personnel can excuse themselves on valid grounds, e.g., selection on some other assignment, health problem developed after contract negotiation, etc. In such a case no penalty shall be levied on the Firm or on the person concerned. The firm shall however be asked to give a replacement by an equal or better scoring person, whenever mobilization is ordered.

4.5.2 (a). Replacement of key personnel during the Services:

Replacement of key personnel during the Services having selected Selected Applicant among other things, on the basis of an evaluation of proposed key professional staff, the Employer expects to negotiate, within the proposal validity period, a contract on the basis of the staff named in the proposal and, prior to contract negotiations, will require assurances that the staff will be actually available. The Employer will not consider substitutions during contract negotiations except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Employer expects all of the proposed key personnel to be available during

implementation of the contract. The Employer will not consider substitutions during contract implementation except under exceptional circumstances up to one key personnel (considering equal weightage for each key personnel) and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel may call for following deductions

Key Personnel	Deduction for First Substitution of Key Personnel (In Rupess)
Program Manager	4,00,000.00
Support Engineer	50000.00

In the case of a second substitution above deductions shall be doubled and any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

4.5.3 Replacement after original contract period is over:

There shall be no limit on the replacements and no reduction in remunerations shall be made. The replacement shall however be of equal or better score.

4.5.4 If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action or (ii) has reasonable ground to be dissatisfied with the performance of any of the Personnel, then the Selected Applicant shall, at the Employer's written request specifying the grounds therefore, forthwith provide a replacement with qualifications and experience acceptable to him.

4.5.5 If the Program Manager or any other key personnel/ specialist considered pivotal to the project is replaced, the substitute may be interviewed by CGRDC to assess their merit and suitability.

4.5.6 If any member of the approved team of a Selected Applicant engaged by CGRDC leaves that Selected Applicant before completion of the job, he shall be barred for a period of 6 months to 24 months from being engaged as a team member of any other Selected Applicant working (or to be appointed) for any other CGRDC/ State/Central Governments Projects.

5. OBLIGATION OF THE CLIENT

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

(a) provide the Selected Applicant, Sub Selected Applicant and Personnel with work permits and such other documents as shall be necessary to enable the Selected Applicant, Sub Selected Applicant or Personnel to perform the Services;

(b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;

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

(d) 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

The Client warrants that the Selected Applicant shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Selected Applicant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Selected Applicant or any Sub Selected Applicant or the Personnel of either of them.

5.3 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Selected Applicant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Selected Applicant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause 6.1(b),

5.4 Services, Facilities and Property of the Client

The client shall make available to the Selected Applicant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Selected Applicant as

and when so specified, the Parties shall agree on (i) any time extension that may be appropriate to grant to the Selected Applicant for the performance of the Services, (ii) the manner in which the Selected Applicant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Selected Applicant as a result thereof pursuant to Clause 6.1(c) hereinafter.

5.5 **Payment**

In consideration of the Services performed by the Selected Applicant under this Contract, the Client shall make to the Selected Applicant such payments and in such manner as is provided by Clause 6 of this Contract.

6. PAYMENT TO THE SELECTED APPLICANT

6.1 Cost Estimates ; Ceiling Amount

(a) An abstract of the cost of the Services payable is in **Indian Rupees as** set forth in **Appendix B.**

(b) Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1(c), the payments under this Contract shall not exceed the ceiling specified in the SC. The Selected Applicant shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of the ceiling.

(c) Notwithstanding Clause 6.1(b) hereof, if pursuant to Clauses 5.4 hereof, the Parties shall agree that additional payments shall be made to the Selected Applicant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause 6.1(a) above, the ceiling set forth in Clause 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment

(a) The payment shall be made in Indian Rupees.

6.3 Mode of Billing and Payment

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

(a) The Client shall cause to be paid to the Selected Applicant the advance payment as specified in the SC.

(b) The Selected Applicant will be paid as per the schedule given below:

Project Milestones

S.No.	Stage	Timelines (from the date of signing the agreement)
1	SRS (Software Requirement Specification)	45 days
2	Software Development/Customizations	105 days
3	System testing and acceptance	120 days
4	Pilot run	135 days
5	Go live	165 days

- Payments will start from the day of Go Live and quarterly payments thenceforth will be made. Quarterly payment amount will be calculated as per following:

  Quarterly Payment = (Applicant's Quoted Cost for the year / 4) – Deductions as per the provisions including Penalty

- A certificate from Competent Authority, CGRDC has to be attached along with the bill mentioning following:
  - Total number of active projects and users. Active projects are real world projects having a valid project status as per Functional Requirement Specification document. Projects created for Test/Training purposes and / or by mistake will also have to be mentioned.
  - SLA compliance (Total compliance percentage, Penalty amount)

(c) No payment shall become eligible for the next stage till the Selected Applicant completes to the satisfaction of the client the work pertaining to the preceding stage. Any adjustment in the payment to the Selected Applicant will be made in the final payment only.

(d) 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 Selected Applicant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory one hundred and eighty (180) calendar days after receipt of the final report and final statement by the Client unless the Client, within

ninety(90) day period, gives written notice to the Selected Applicant specifying in detailed deficiencies in the Services, the final report or final statement. The Selected Applicant shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client 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 Selected Applicant to the Client within thirty (30) days after receipt by the Selected Applicant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

(e) All payments under this Contract shall be made to the account of the Selected Applicant specified in the SC.

7. Responsibility for Accuracy of Project Documents

7.1. Retention Money

An amount equivalent to 5% of the contract value shall be retained for accuracy of Services performed under this contract and the same will be released after the completion of the contract period. The retention money will however be released by the Client on substitution by Bank Guarantee of the same amount valid up to the period as above.

7.2. Penalty

As Per provisions of Penalty mentioned in Appendix D

7.3 ACTION FOR DEFICIENCY IN SERVICES

7.3.1 Selected Applicant liability towards the Client

Selected Applicant shall be liable to indemnify the client for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him.

7.3.2 Warning / Debarring

In addition to the penalty as mentioned in para 7.2, warning may be issued to the erring Selected Applicant for minor deficiencies. In the case of major deficiencies in the Services involving time and cost overrun and adverse effect on reputation of CGRDC, other penal action including debarring for certain period may also be initiated by CGRDC.

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 Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 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 Contract or the interpretation thereof; within 30 days of the receipt of notice/request of any disputes raised by any party of the contract, the same shall be referred to the Managing Director of CGRDC as final Authority.

9.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

10. Change of Scope

The change of Scope on account of variation in the TOR be dealt as follows :

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

ii) The fee shall be revised on account of change of scope as below:
In case the scope of Services increase/ decrease up to more 5% of indicative scope during the RFP **: No change**

In case the increase/ decrease in total scope of services is more than 5% of the indicative scope as given in the RFP**:** the fee shall be increased/ decreased in the same proportion in which the scope of the services is increased/ decreased beyond 5% and proportionately the stipulated period of completion of services may be increased / decreased.

SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause

A. Amendments of, and Supplements to, Clauses in the General Conditions

1.4 The language is: **English**

1.6.1 The addresses are:

For the Client : **Managing Director, Chhattisgarh Road Development Corporation Ltd., Sirpur Bhawan Campus, Civil lines, behind Akashwani Raipur (C.G.)**

Attention : **Managing Director, Chhattisgarh Road Development Corporation Ltd., Sirpur Bhawan Campus, Civil lines, behind Akashwani Raipur (C.G.)**
Ph. 0771-4043395 Fax: 0771-4033242
E-mail Address: info@cgrdc.in

For the Selected Applicant:

Attention: **Name**

Designation

Address

Tel: **Fax:** **E-mail address**

1.6.2 Notice will be deemed to be effective as follows:

(a) In the case of personal delivery or registered mail, on delivery;
(b) In the case of facsimiles, 24 hours following confirmed transmission.
(c) In case of E mail, 24 hours following confirmed transmission.

1.9 The Authorized Representatives are:

For the Client : (--)
Managing Director, Chhattisgarh Road Development Corporation Ltd.
For the Selected Applicant: Name
Designation

1.10 The Selected Applicant and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws (prevailing 7 days before the last date of submission of bids) during life of this contract and the Client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2.1 **The effectiveness conditions are the following:**

a) The contract has been approved by Empowered Committee of CGRDC.

b) Performance Security : The Selected Applicant shall have to submit a Bank Guarantee (BG) for the performance security as below:
(i) 10.00% (Ten percent) of the Accepted Contract Amount for the Services DPR within 15 days of issuing of LOA , valid till 3 months from the date of completion of the Services.

2.2 The time period shall be "120 days" or such other time period as the parties may agree in writing.

2.3 The time period shall be "fifteen days" or such other time period as the Parties may agree in writing.

2.4 The time period shall be 90 days or such other time period as the parties may agree in writing.

3.4 Limitation of the Selected Applicant' Liability towards the Client

(a) Except in case of negligence or willful misconduct on the part of the Selected Applicant or on the part of any person or firm acting on behalf of the Selected Applicant in carrying out the Services, the Selected Applicant, with respect to damage caused by the Selected Applicant to the Client's property, shall not be liable to the Client:

(i) for any indirect or consequential loss or damage; and
(ii) for any direct loss or damage that exceeds (A) the total payments for Professional

Fees and Reimbursable Expenditure made or expected to be made to the Selected Applicant hereunder, or (B) the proceeds the Selected Applicant may be entitled to receive from any insurance maintained by the Selected Applicant to cover such a liability, whichever of (A) or (B) is higher.

(b) This limitation of liability shall not affect the Selected Applicant' liability, if any, for damage to Third Parties caused by the Selected Applicant or any person or firm acting on behalf of the Selected Applicant in carrying out the Services.

3.5 The risks and the coverage shall be as follows:

(a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Selected Applicant or their Personnel or any Sub Selected Applicant or their Personnel for the period of consultancy.

(b) Third Party Liability Insurance with a minimum coverage, for Rs. Ten lacs for the period of consultancy.

(c) (i) The Selected Applicant shall provide to CGRDC Professional Liability Insurance (PLI) for a period of **Five years** beyond completion of Consultancy services or as per Applicable Law, whichever is higher.

(ii) The Selected Applicant will maintain at its expense PLI including coverage for error and omissions caused by Selected Applicant's negligence in the performance of its duties under this agreement, **(A)** For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Selected Applicant hereunder OR **(B)** the proceeds, the Selected Applicant may be entitled to receive from any insurance maintained by the Selected Applicant to cover such a liability, whichever of **(A) or (B) is higher**.

iii) The policy should be issued only from an Insurance Company operating in India.

iv) The policy must clearly indicate the limit of indemnity in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy" (AOP) and in no case should be for an amount less than stated in the contract.

v) deleted.

vi) The contract may include a provision thereby the Selected Applicant does not cancel the policy midterm without the consent of CGRDC. The insurance company may provide an undertaking in this regard.

(d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Selected Applicant and of any Sub Selected Applicant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.

3.9 The Selected Applicant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

6.1.b The ceiling amount in local currency is Rs ……Excluding

6.3 (a) No advance payment shall be made.

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

9.2.1 **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.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Selected Applicant 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.

9.2.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India unless the Selected Applicant 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.

9.2.3 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.

9.2.4 Qualifications of Arbitrators

As above in Para 9.2.1 (c)

9.2.5 Miscellaneous

In any arbitration proceeding hereunder:

(a) Proceedings shall, unless otherwise agreed by the Parties, be held in RAIPUR, (C.G.)

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

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

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

S.No	Particulars	Maximum amount payable per Arbitrator/ per case
1	Arbitrator fee	Rs 15,000/- per day subject to a maximum of Rs 4 .00 lacs or Rs 2.5 lacs (lump sum) subject to publishing the award within 12months.
2	Reading charges	Rs 15,000/-
3	Secretarial Assistance and Incidental	Rs 20,000/-
4	Charges for publishing/ declaration of the award	Rs 20,000/-
5	Other expenses (As per actual against bills subject to maximum of the prescribed celling given below)	
	Traveling expenses Lodging and Boarding	Economy class (by air), First class AC (by train) and AC Car (by road) a) Rs 15,000/- per day (in metro cities) b) Rs 7,000/- per day (in other cities) c) Rs 3,000/- per day if any Arbitrator makes own arrangements.
6	Extra charges for days other than hearing/ meeting days (maximum for 2 days)	Rs 3,500/- per day

Note:-	1. Lodging boarding and traveling expenses shall be allowed only for those members who are residing 100 kms. Away from place of meeting. 2. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro Cities.

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

Appendix A

Duties of the Client

Appendix B

Cost Estimate

Appendix C

Minutes of Financial/ Contract Negotiations with the Selected Applicant

Appendix D

Copy of letter of Invitation and the proposal
submitted by the selected applicant

Appendix E

Copy of letter of acceptance

Appendix F

Format for Bank Guarantee for Performance Security

(For individual work)

BANK GUARANTEE FOR PERFORMANCE SECURITY

To,

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

In consideration of "Chhattisgarh Road Development Corporation Ltd., " (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s……having its office at …….. (Hereinafter referred to as the "Selected Applicant" which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement no. / Letter of Acceptance No. …….. dated …… and the same having been unequivocally accepted by the Selected Applicant, resulting in a Contract valued at Rs……../- (Rupees…….) excluding service tax for "Consultancy Services for Project Management including preparation of Detailed Project Reports of two lane or more than two lane road projects in the state of Chhattisgarh under package no……. (Hereinafter called the "Contract"), and the Selected Applicant having agreed to furnish a Bank Guarantee to the Client as "Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to Rs……./- (Rupees…….).

We, ……..having registered office at …….., a body registered/constituted under the ……(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all money payable by the Selected Applicant to the extent of Rs. ……..(Rupees……..……..) as aforesaid at any time up to ……..without any demur, reservation, contest, recourse or protest and/or without any reference to the Selected Applicant. Any such demand made by the client on the bank shall be conclusive and binding notwithstanding any difference between the Client and the Selected Applicant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the Selected Applicant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Selected Applicant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Selected Applicant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Selected Applicant and notwithstanding any security or other guarantee that the Client may have in relation to the Selected Applicant liabilities.

Notwithstanding anything contained herein,

a) Our liability under this Bank Guarantee is limited to Rs. ……(Rupees……) and it shall remain in force up to and including ……and shall be extended from time to time for such period as may be desired by M/s……., on whose behalf this guarantee has been given.

b) This Bank Guarantee shall be valid up to ……..

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ……(date of expiry of Guarantee).

(Signature of the Authorised Official)

(Name & Designation with Bank Stamp)

NOTE:

(i) The bank guarantee(s) contains the name, designation and code number of the officer(s) signing the guarantee(s).

(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.

(iii) The bank guarantee for Rs. 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).

Appendix G

Minutes of the pre-bid meeting

Appendix H

Hours or work for Selected Applicant personnel

The Selected Applicant's personnel shall normally work for 8 hours in a day and six days a week. Normally Sundays shall be closed for working. In addition they shall also be allowed to avail holidays as observed by the Client's office in the relevant state without deduction of remunerations. In case any person is required to work on Sunday or Holiday due to exigency of work, he/she shall be given compensatory leave within the next 15 days.

PRE CONTRACT INTEGRITY PACT

GENERAL

This Pre-Bid Pre-Contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2015, between on one hand, the Chhattisgarh Road Development Corporation Limited (CGRDC) acting through Managing Director, CGRDC (hereinafter called the " AUTHORITY", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and "…….. Entered by "……..." (Hereinafter called the "Selected Applicant ", 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 Selected Applicant Services for Project Management including Preparation of DPR of two or more lane Road Projects in the state of Chhattisgarh under Package No. …….. and the Selected Applicant is willing to offer/has offered the services and

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

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

COMMITMENTS OF THE AUTHORITY

1.1 The AUTHORITY undertakes that no official of the AUTHORITY, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Selected Applicant 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.

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

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

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

COMMITMENTS OF THE SELECTED APPLICANT

3. The Selected Applicant 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:-

3.1 The Selected Applicant 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.

3.2 The Selected Applicant 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.

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

3.4 The Selected Applicant further confirms and declares to the AUTHORITY that the

Selected Applicant 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 Selected Applicant, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.5 The Selected Applicant, 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.

3.6 The Selected Applicant 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. Selected Applicant

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

3.8 The Selected Applicant 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 Selected Applicant also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

3.11 If the Selected Applicant or any employee of the Selected Applicant or any person acting on behalf of the Selected Applicant, 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 Selected Applicant firm, the same shall be disclosed by the Selected Applicant at the time of filing of tender.

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

4. PREVIOUS TRANSGRESSION

4.1 The Selected Applicant 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 Selected Applicant exclusion from the tender process.

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

5. BID SECURITY

5.1 While submitting commercial bid, the Selected Applicant shall deposit an amount of Rs. 3,00,000 /-(Rupees Three Lacs Only) as Bid Security with the AUTHORITY.

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

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

5.4 Within 15 days of the receipt of notification of award from the Employer, the successful Selected Applicant shall furnish the Performance Security equal to 5% of the value of contract from a Commercial bank in accordance with the General Conditions of Contract, in the Performa prescribed at Appendix- I of draft Contract Agreement.

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

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

6. SANCTIONS FOR VIOLATIONS

6.1 Any breach of the aforesaid provisions by the Selected Applicant or any one employed by it or acting on its behalf (whether with or without the knowledge of the Selected Applicant) 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 Selected Applicant. However, the proceedings with the other Selected Applicant would continue.

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

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

(iv) To recover all sums already paid by the AUTHORITY, and in case of an Indian Selected Applicant with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Selected Applicant from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Selected Applicant 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 Selected Applicant, in order to recover the payments, already made by the AUTHORITY, along with interest.

(vi) To cancel all or any other Contracts with the Selected Applicant. The Selected Applicant 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 Selected Applicant.

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

(viii) To recover all sums paid in violation of this Pact by Selected Applicant 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 Selected Applicant, the same shall not be opened.

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

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

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

7. FALL CLAUSE

7.1 The Selected Applicant 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 and if it is found at any stage that similar product/systems or subsystems was supplied by the Selected Applicant to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Selected Applicant to the AUTHORITY, if the contract has already been concluded.

8. INDEPENDENT MONITORS

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

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

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

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

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

8.6 The Selected Applicant accepts that the Monitor has the right to access without restriction to all Project documentation of the AUTHORITY including that provided by the Selected Applicant. The Selected Applicant 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 Selected Applicant/Subcontractor(s) with confidentiality.

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

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

9. FACILITATION OF INVESTIGATION

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

10. LAW AND PLACE OF JURISDICTION

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

11. OTHER LEGAL ACTIONS

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

12. VALIDITY

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

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

For and on behalf of the Selected Applicant
(Name & Signature of the Authorized Signatory)

Date: _____